



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 17, 2024

The Columbia City Council will conduct a regular meeting on Tuesday, September 17, 2024 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, third floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III
The Honorable Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

PUBLIC INPUT

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

APPROVAL OF MINUTES

1. Council is asked to approve the September 3, 2024 City Council Meeting Minutes.

PRESENTATIONS

2. South Carolina Daughters of the American Revolution Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Parking Services Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. Adult Education and Family Literacy Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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CONSENT AGENDA ITEMS 5 THROUGH 15

5. Council is asked to approve a new Professional Services Contract for the Community Development Five Year Consolidated Plan and Analysis, as requested by the Community Development Department on June 10, 2024. Award to Civatas, LLC in an amount not to exceed \$58,500.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Mount Pleasant, SC.

Funding Source: Community Development Control - CDBG-CV Administration FY24-25 - Professional Services (2519999-9122010024-636600) \$28,500.00, Community Development Control - FY24 General Administration - Professional Services (2519999-9100080124-636600) \$26,000.00, Community Development Control - FY24 HOME Administration - Professional Services (2519999-9101790124-636600) \$4,000.00. The original budget amount is \$69,000.00.

6. Council is asked to approve the Purchase of Vehicle Equipment and Accessories for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the total amount of \$617,027.32.

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	TD Synnex Corporation Greenville, SC	Thirty Five (35) Laptops & Havis vehicle docks, as requested on July 16, 2024.	SC State Contract #4400031905	\$185,591.19
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$185,591.19.</i>				
b.	Utility Associates, Inc. Decatur, GA	Thirty Five (35) White Antennas, as requested on July 16, 2024.	SC State Contract #4400021612	\$102,696.66
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$102,696.66.</i>				
c.	Motorola Solutions Chicago, IL	Forty (40) Radio extension cables, as requested on August 26, 2024.	SC State Contract #4400035340	\$328,739.47
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$328,739.47.</i>				
Total				\$617,027.32



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7. Council is asked to approve a new Sole Source Contract for Preventative Maintenance and Repair Services at the Metro Wastewater Treatment Plant, as requested by Columbia Water on August 20, 2024. Award to the Hach Company, in the amount of \$93,418.92. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an option to renew for one (1) additional one-year period. This vendor is located in Loveland, CO.

Funding Source: Utilities Metro Wastewater Treatment Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$93,418.92.

8. Council is asked to approve the Annual Fee for One-Call Notification Services for Assistance with Locating Underground Utilities, as requested by Columbia Water on July 5, 2024. Award to Palmetto Utility Protection Service (PUPS), Inc. doing business as South Carolina 811, in the amount of \$111,860.87. The term of the services is from July 1, 2024 through June 30, 2025. This vendor is located in Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance - Membership and Dues (5516203-631400). The original budget amount is \$111,860.87.

9. Council is asked to approve a new Professional Services Contract for Project SS7646; Metro Wastewater Treatment Plant Electrical Supply Reliability Improvements, as requested by Columbia Water on July 24, 2024. Award to Highfill Infrastructure Engineering, P.C. in an amount not to exceed \$230,100.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for one (1) additional one-year period. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Electrical Supply Improvements - Capital Project Costs (5529999-SS764601-658650). The original budget amount is \$230,100.00.

This is a Mentor Protégé Program Protégé Only project. Highfill Infrastructure Engineering, P.C. is the protégé and will provide technical consulting support services at 43.07% (\$99,100.00) of the total contract amount.

The following subcontractor will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Marietta, SC, will provide electrical engineering services at 56.93% (\$131,000.00) of the total contract amount.



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10. Council is asked to approve a new Contract for Project SS7528; Canopy Storage Area at the Beltline Wastewater Management Facility, as requested by Columbia Water on July 18, 2024. Award to Hammer Construction, LLC, in an amount not to exceed \$905,573.90, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Beltline Columbia Storage Canopy - Capital Project Costs - (5529999-SS752801-658650). The original budget amount is \$905,573.90.

Hammer Construction, LLC is the prime contractor and will provide the canopy structure and concrete services at 61.76% (\$527,631.00) of the total contract amount.

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

Hoover Metal Buildings, located in Lexington, SC, will provide a pre-engineered metal building at 24.43% (\$208,684.00) of the total contract amount.

ESI Electrical, located in Irmo, SC, will provide electrical services at 9.36% (\$80,000.00) of the total contract amount.

Brabham Fence Company, located in Columbia, SC, will provide fencing at 3.04% (\$26,000.00) of the total contract amount.

Abel Paving, located in Ridgeway, SC, will provide paving services at 1.41% (\$12,000.00) of the total contract amount.

11. Council is asked to approve a new Contract for Project WM4543; Lake Murray Water Treatment Plant Taste and Odor Treatment System, as requested by Columbia Water on May 25, 2023. Award to M. B. Kahn Waterworks, LLC, in an amount not to exceed \$3,951,008.25, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred sixty (360) days from commencement. This contractor is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Lake Murray Treatment System - Capital Project Costs - (5529999-WM454301-658650). The original budget amount is \$3,951,008.25.



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This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE percentage is currently at 1.06%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program.

M.B. Kahn Waterworks, LLC is the prime contractor and will provide services at 76.80% (\$2,889,804.20) of the total contract amount.

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

Sig Cox, located in Augusta, GA, will provide HVAC services at 1.06% (\$40,000.00) of the total contract amount.

Gregory Electric Company, Inc., located in Columbia, SC, will provide electrical services at 13.18% (\$496,000.00) of the total contract amount.

DESA, Inc., a Minority Business Enterprise (W) and a CDBE located in Columbia, SC, will provide craft labor services at 0.93% (\$35,000.00) of the total contract amount.

Harrelson Painting, located in Swansea, SC, will provide painting services at 2.13% (\$80,000.00) of the total contract amount.

Point Source Environmental, located in Anderson, SC, will provide erosion control services at 0.40% (\$15,000.00) of the total contract amount.

ZBS & Associates, a Minority Business Enterprise (W) and a DBE located in Atlanta, GA, will provide fuel at 0.13% (\$5,000.00) of the total contract amount.

Enterprise Rebar, a Minority Business Enterprise and a DBE located in Yemassee, SC, will provide rebar installation services at 1.54% (\$58,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide hauling services at 0.13% (\$5,000.00) of the total contract amount.

Heyward - Charlotte, Inc., located in Charlotte, NC, will provide mixers at 3.70% (\$139,060.80) of the total contract amount.

12. **Ordinance No.: 2024-073 - Approval for Conveyance of City Property Located at 5003 Rhett Street and identified as Richland County TMS#11701-10-03; CF#250-645**

First reading approval was given on September 3, 2024.



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13. Ordinance No.: 2024-074 - Granting a Second Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places through July 31, 2026

First reading approval was given on September 3, 2024.

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

Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.

Applicant: Edward Rose Assoc., LLC

Staff Recommendation: Approval

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

First reading approval was given on September 3, 2024.



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

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

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

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

First reading approval was given on September 3, 2024.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1425 and 1430 Laburnum Drive, TMS# 13706-13-10

Ordinance No.: 2024-075 - Annexing 1425 and 1430 Laburnum Drive, TMS# 13706-13-10 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR 1) and assign of zoning of Residential Single Family Small Lot District (RSF-3) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 3

Applicant: Chanda W. Davis

Staff Recommendation: Approval

PC Recommendation:08/08/2024; Meeting cancelled and 09/12/2024; Approval



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17. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to include 207 Wateree Avenue, TMS# 11306-04-27, as a Type 2 Landmark

Ordinance No.: 2024-072 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix B: Type 2 Landmarks

Council District: 3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix B: Type 2 Landmarks to establish the property as a City of Columbia Landmark

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting Cancelled and 09/12/2024; Approval

D/DRC Recommendation: 08/15/2024; Recommend Approval (9-0)

RESOLUTIONS

18. Resolution No.: R-2024-064 - Policy and Procedures for Proclamations and Keys to the City

Endorsed by the Administrative Policy Committee on June 18, 2024.

EVENT RESOLUTIONS

19. Resolution No.: R-2024-077 - Authorizing consumption of beer, wine and liquor at Vista Lights Annual Holiday Festival on Thursday, November 21, 2024

RESOLUTION AUTHORIZING PUBLIC INPUT ON ROAD CLOSURE

20. Resolution No.: R-2024-033 - Public Input on Closing and Transfer of a portion of Evans Street in the City of Columbia



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OTHER MATTERS

21. Council is asked to endorse the SCDOT Plan for intersection upgrades at Rosewood Drive and South Walker Street, as requested by the Public Works Department.

Both the Columbia Fire Department and Columbia Police Department approved this request.

22. Council is asked to approve the installation of Three (3) Four Way Stops, One (1) Three Way Stop, and a neighborhood 25 MPH Speed Limit in Cottontown, as requested by the Public Works Department.

Both the Columbia Fire Department and Columbia Police Department approved this request.

23. Council is asked to approve the installation of Three (3) Speed Humps and Two (2) Four Way Stops in the Historic Waverly Neighborhood, as requested by the Public Works Department.

Both the Columbia Fire Department and Columbia Police Department approved this request.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

PUBLIC INPUT

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

EXECUTIVE SESSION

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

Parking rates

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

Per- and Polyfluoroalkyl Substances (PFAS)

ADJOURNMENT



MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the September 3, 2024 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_09032024 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 3, 2024

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, September 3, 2024 at the Busby Street Community Center, 1735 Busby Street, Columbia, South Carolina 29203. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:03 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey, Jr. 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.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to adopt the agenda subject to adding Resolution No.: R-2024-072 (*Town Theatre's 105th Season Opening Party*).

PUBLIC INPUT

Mr. Ed Schuler, 4222 Blossom Street expressed concerns related to **(Item 19)** and the buffer zone between his property and the animal hospital. He noted that letters have been submitted. He requested more information about the potential changes.

APPROVAL OF MINUTES

1. Council is asked to approve the August 20, 2024 City Council Meeting Minutes.

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve the August 20, 2024 City Council Meeting Minutes.



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APPROVAL AND PRESENTATION OF HONORARY STREET NAMING

2. Resolution No.: R-2024-076 - Approving the Honorary Naming of the intersection of the 1200 block of Blanding Street and the 1600 block of Main Street and the intersection of the 1200 block of Blanding Street and the 1600 block of Sumter Street as Villa Tronco Way – *Approved*

Mr. Tripp Roche expressed gratitude for City Council and Ms. Wilson. He said it's an honor for my great-grandmother, Carmella Martin, to witness this street topper dedication. We're grateful for the city's support over the past 85 years.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2024-076 - Approving the Honorary Naming of the intersection of the 1200 block of Blanding Street and the 1600 block of Main Street and the intersection of the 1200 block of Blanding Street and the 1600 block of Sumter Street as Villa Tronco Way.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to congratulate Assistant City Manager, Mr. Henry Simons for his five years of service with the City of Columbia.

PRESENTATIONS

3. My ColaSC Customer Service Request System - Ms. Tiffany Latimer, Customer Services Director

Ms. Tiffany Latimer, Customer Services Director announced the new My ColaSC mobile application. She emphasized that it was designed to enhance service delivery, streamline operations, and ultimately improve our citizens' experience. It is a part of the City's commitment to provide constituents with convenience, transparency, efficiency and responsiveness. Citizens will have the ability to track requests from submission to resolution for non-urgent matters.

Mayor Rickenmann said this app should improve the process for both our employees and constituents. I'm confident it will enhance our ability to provide excellent customer service and bridge any gaps in communication. Thank you all for making this possible.

Dr. Bussells said it is important for us to be transparent. We have heard from constituents that they just want to know if their matters are in progress. They don't need a resolution right away; they just want to know they're being heard.



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4. Sickie Cell Disease Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor; Ms. Yvonne Donald, MA, James R. Clark Sickie Cell Foundation; and Ms. Kameisha Heppard, LMSW, Director of Homeless Services

Ms. Yvonne Donald, MA, James R. Clark Sickie Cell Foundation announced that September is Sickie Cell Disease Awareness Month, and the 18th Annual Dr. James R. Clark Sickie Cell Walk will be held on Saturday, September 14, 2024 at Martin Luther King Park. Proceeds from this walk aim to benefit the scholarship fund for students with Sickie Cell Disease in their pursuit of higher education. This year's theme is "Break the Silence, Speak Up for Sickie Cell Disease."

Mrs. Oveta Glover, President of the NAACP/Columbia Branch and 2024 Walk Ambassador emphasized how crucial it is to educate ourselves about various diseases so we can better assist those in need. I encourage everyone to join us in supporting this important cause.

Mayor Rickenmann and the members of City Council proclaimed September 2024 as Sickie Cell Disease Awareness Month in the City of Columbia.

Ms. Kameisha Heppard, LMSW, Director of Homeless Services thanked Ms. Wilson, Chief Aubrey Jenkins, Michael DeSumma, Aren Pace, Nyasia Franklin and Johnasten Cooper for supporting those with Sickie Cell Disease. She shared that her sister, Tyann Kenya Chris Heppard passed away from Sickie Cell Disease 22 years ago. Homeless Services started events in March during Social Work Month. The goal was to provide Christmas in July for children battling Sickie Cell Disease.

A Dawn Staley autographed basketball was raffled and Chief Skip Holbrook of the Columbia Police Department was the winner.

5. Soda City FC Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Councilor Brennan said it is amazing to see what you have done. Winning a championship brings pride to Columbia and it will grow soccer here in our capital city. Please let us know your growth strategy and what we can do for you.

Mr. Patrick Burnette, COO/Soda City FC said the primary aim of the initiative is to showcase the city's beauty and foster community connections through soccer while providing opportunities for local youth and building community involvement. The team celebrated winning the national championship and announced plans to introduce South Carolina's first professional women's soccer team. He requested assistance with resources and facilities.



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Mr. Lamar Thompson, MVP/Soda City FC shared that the trophy symbolizes the hard work and dedication of the entire team, which led them to the national championship.

Mayor Rickenmann and the members of City Council proclaimed September 3, 2024 as Soda City FC 2024 National Championship Day in the City of Columbia.

CONSENT AGENDA ITEMS 6 THROUGH 17

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 6 through 17**.

6. Council is asked to approve the Purchase of Annual Teller Software Licenses and Point of Sale System, as requested by the Finance Department on July 31, 2024. Award to CAN/AM Technologies, Inc., in the amount of \$52,505.00. The term of services is from July 1, 2024 to June 30, 2025. This vendor is located in Lakewood, CO. – *Approved*

Funding Source: Collections - Software License (5511406-627510). The original budget amount is \$52,505.00.

7. Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2024/2025, as requested by Columbia Water on July 31, 2024. Award to the South Carolina Department of Environmental Services doing business as SC DES, in the amount of \$61,944.00. The term of services is from July 1, 2024 to June 30, 2025. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant - Miscellaneous Other Services (5516206-639900) \$30,972.00; Utilities Lake Murray Water Treatment Plant - Miscellaneous Other Services (5516207-639900) \$30,972.00. The original budget amount is \$61,944.00.

8. Council is asked to approve the Purchase of Ammunition, as requested by the Columbia Police Department on August 14, 2024. Award to Kiesler Police Supply, Inc., using the SC State Contract in the amount of \$81,573.58. This vendor is located in Jeffersonville, IN. – *Approved*

Funding Source: Police Administrative Services - Special Departmental Supplies (1012402-627100). The original budget amount is \$81,573.58.



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9. Council is asked to approve the Purchase of Cisco Catalyst Fiber Ports and a Modular Uplink Switch for Installation of the System Network at 400 Laurel Street, as requested by the Support Services Division on August 8, 2024. Award to SHI International Corporation using the SC State Contract in the amount of \$198,911.98. This vendor is located in Somerest, NJ. – *Approved*

Funding Source: General Capital Projects - 400 Laurel Street - AFLAC Building - Computer/Electrical Equipment-Capital (4039999-CP901201-658600). The original budget amount is \$198,911.98.

10. Council is asked to approve the Purchase of Vehicles and Equipment for various City Departments, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$784,268.30. – *Approved*

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	One (1) 2024 Ford F-350 Super Crew Cab 2WD DRW for the Street Division, as requested on July 23, 2024.	SC State Contract #4400029875	\$73,852.76
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$73,852.76.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	One (1) 2025 Ford F-750 Regular Cab 2WD Diesel for the Street Division, as requested on July 23, 2024.	SC State Contract #4400029875	\$120,187.14
<i>Funding Source: Streets-Storm Drains - Auto, Trucks, Heavy Equipment-Capital (5534203-658500). The original budget amount is \$120,187.14.</i>				
c.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Seven (7) 2025 Nissan Frontier King Cab 2WD for the Water Distribution Division, as requested on July 23, 2024.	SC State Contract #4400029875	\$215,995.60
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500) \$185,139.60. Meter Reading - Auto, Trucks, Heavy Equipment-Capital (5516202-658500) \$30,856.00. The original budget amount is \$215,995.60.</i>				
d.	Amick Equipment Collection and Street Equipment Lexington, SC	One (1) 2025 Tymco 66 Freightliner M2-106 Plus Street Sweeper for the Solid Waste Division, as requested on July 1, 2024.	NC State Contract #24-08-0421R / 25-09- 0423	\$374,232.80
<i>Funding Source: Solid Waste Street Sweeping - Auto, Trucks, Heavy Equipment-Capital (5534408-658500). The original budget amount is \$374,232.80.</i>				
Total				\$784,268.30



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11. ZONING MAP AMENDMENT for Kings Grant Drive @ I-77, TMS# 16507-02-01 (portion) & TMS# 16507-02-02 (portion) – *Approved on second reading.*

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

Council District: 4

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

Applicant: Michael Sandifer, Vogue Towers

Staff Recommendation: Approval

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

First reading approval was given on August 20, 2024.

12. ZONING MAP AMENDMENT for 2405 Two Notch Road, TMS# 11511-11-05 and 11511-11-09 – *Approved on second reading.*

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

Council District: 2

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

Applicant: Lila Anna Sauls

Staff Recommendation: Approval

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

First reading approval was given on August 20, 2024.



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13. **ZONING MAP AND TEXT AMENDMENT for 1417 Pickens Street, TMS# 11402-13-06**
– *Approved on second reading.*

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

Council District: 2

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

Applicant: Cindy Nord, Owner

Staff Recommendation: Approval

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

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

First reading approval was given on August 20, 2024.

14. **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 100 and 108 Bluff Road TMS# 11204-02-39 and 11204-02-38** –
Approved on second reading.

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

Council District: 3

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

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

Staff Recommendation: Approval

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

First reading approval was given on August 20, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 52 Riverview Court and portion of 62 Riverview Court TMS# 09106-21-10 and 09106-21-12 (portion) - *Approved on second reading.*

Ordinance No.: 2024-064 -Annexing 52 Riverview Court and 62 Riverview Court, Richland County TMS #09106-21-10 and TMS #09106-21-12 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign of zoning of Residential Single Family Small Lot (RSF-3). The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Casa MacVerde Holdings, LLC

Staff Recommendation: Approval

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

First reading approval was given on August 20, 2024.

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 495 Piney Grove Road, TMS# 002898-03-014 – *Approved on second reading.*

Ordinance No.: 2024-063 - Annexing 495 Piney Grove Road, Lexington County TMS #002898-03-014 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign of zoning of General Commercial District (GC). The property is currently classified as Destination Retail and zoned Intensive Development (ID) on an Arterial Road (A) Street Classification in a Neighborhood Appearance District (NAD) by Lexington County.

Applicant: The Spinx Company, LLC

Staff Recommendation: Approval

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

First reading approval was given on August 20, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 15.98 acres NE/S Old Percival Road, 8441 Old Percival Road (f/k/a 8475 Old Percival Road), and 1.5 acres S/S Old Percival Road; TMS# 19814-02-04, 22602-01-01, and 22602-01-03 – *Approved on second reading.*

Ordinance No.: 2024-044 - Annexing 15.98 acres NE/S Old Percival Road, 8441 Old Percival Road (f/k/a 8475 Old Percival Road) and 1.5 acres S/S Old Percival Road, Richland County TMS #19814-02-04, TMS #22602-01-01 and TMS #22602-01-03 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. – Approved on second reading.

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Small Lot (UER-1) and assign of zoning of Residential Single Family Small Lot District (RSF-3). The property is currently classified as Neighborhood (Medium Density) and zoned Light Industrial (M-1) and Institutional (INS) by Richland County.

Applicant: CSS Land, LLC, 8475 Old Percival Road, LLC, Estate of Robert W. Cooper, and Woodcreek Farms Partnership II

Staff Recommendation: Approval

PC Recommendation: 05/09/2024; Approval, (5-0)

First reading approval was given on June 18, 2024.

FIRST READING FOR ZONING / PLANNING MATTERS

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 28.50 acres E/S Broad River Road, TMS# 06112-05-33 – *Approved on first reading.*

Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.

Applicant: Edward Rose Assoc., LLC

Staff Recommendation: Approval

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

Upon a motion made by Ms. Herbert and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 28.50 acres E/S Broad River Road, TMS# 06112-05-33 **and** Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

19. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO UPDATE PRINCIPAL USE TABLE FOR VETERINARY CLINICS – *Approved on first reading.*

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

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

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

Councilor Brennan suggested that we take a leadership role in uniting neighborhood groups and property owners following the initial vote. If there are outstanding questions or clarifications needed, we should address these proactively. For transparency, we will aim to facilitate effective communication and provide updates over the next two weeks.

Ms. Krista Hammond, Director of Planning and Development Services shared that the proposed plans for the veterinary clinic are an improvement over the current situation. The plans feature a privacy fence and new plantings. The proposed buffer zone exceeds the required 22' minimum with the addition of the fence. This compliance with the buffer requirement applies regardless of the clinic's use.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Amendment to the Unified Development Ordinance To Update Principal Use Table For Veterinary Clinics **and** Ordinance No.:2024-069 - Amending the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations, Sec. 17-4.2(b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed-Use (MU-1) District.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

ORDINANCES - FIRST READING

20. Ordinance No.: 2024-073 - Approval for Conveyance of City Property Located at 5003 Rhett Street and identified as Richland County TMS#11701-10-03; CF#250-645 – *Approved on first reading.*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2024-073 - Approval for Conveyance of City Property Located at 5003 Rhett Street and identified as Richland County TMS#11701-10-03; CF#250-645.

21. Ordinance No.: 2024-074 - Granting a Second Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places through July 31, 2026 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2024-074 - Granting a Second Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places through July 31, 2026.

RESOLUTIONS

22. Resolution No.: R-2024-078 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Restatement and Extension between the City of Columbia and Richland County – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 3, 2024

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-078 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Restatement and Extension between the City of Columbia and Richland County.

EVENT RESOLUTIONS

23. Resolution No.: R-2024-042 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 13, 2024 - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-042 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1100 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 13, 2024.

24. Resolution No.: R-2024-044 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture at 1403 Richland Street and within the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 21, 2024 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-044 - Authorizing consumption of beer and wine only at Jubilee: Festival of Black History & Culture at 1403 Richland Street and within the 1900 and 2000 blocks of Marion Street between Richland Street and Elmwood Avenue and the 1400 block of Richland Street between Marion Street and Bull Street on Saturday, September 21, 2024.

25. Resolution No.: R-2024-055 - Authorizing consumption of beer, wine and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 28, 2024 with a rain contingency date of Saturday, October 5, 2024 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-055 - Authorizing consumption of beer, wine and liquor at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 28, 2024 with a rain contingency date of Saturday, October 5, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

26. Resolution No.: R-2024-067 - Authorizing consumption of beer, wine and liquor at the 121st Annual Chamber Gala in the 1600 block of Main Street, between Taylor Street and Blanding Street on Thursday, October 3, 2024. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-067 - Authorizing consumption of beer, wine and liquor at the 121st Annual Chamber Gala in the 1600 block of Main Street, between Taylor Street and Blanding Street on Thursday, October 3, 2024.

27. Resolution No.: R-2024-068 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the More Than Rhythm Concert on Friday, September 6, 2024 - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-068 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the More Than Rhythm Concert on Friday, September 6, 2024.

28. Resolution No.: R-2024-072 - Authorizing consumption of beer and wine only at Town Theatre's 105 Opening Party in the 1000 block of Sumter Street between Senate Street and Pendleton Street on Friday, September 6, 2024 with a rain date contingency of Friday, September 13, 2024 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-072 - Authorizing consumption of beer and wine only at Town Theatre's 105 Opening Party in the 1000 block of Sumter Street between Senate Street and Pendleton Street on Friday, September 6, 2024 with a rain date contingency of Friday, September 13, 2024.

29. Resolution No.: R-2024-073 - Authorizing consumption of beer and wine only at the Ellison Merritt Foundation Community Picnic in the 1600 block of Blanding Street between Pickens Street and Henderson Street on Saturday, October 12, 2024 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2024-073 - Authorizing consumption of beer and wine only at the Ellison Merritt Foundation Community Picnic in the 1600 block of Blanding Street between Pickens Street and Henderson Street on Saturday, October 12, 2024.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 3, 2024

OTHER MATTERS

30. Council is asked to approve an allocation in the amount of \$150,000.00 to Capital City Lake Murray Country. – *Approved*

Funding Source: State Accommodations Tax Fund Surplus (2035202)

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted five (5) to two (2) to approve an allocation in the amount of \$150,000.00 to Capital City Lake Murray Country. Mr. Bailey, Ms. Herbert, Dr. Bussells, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Brown and Mr. Brennan voted nay.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to refer Sec. 17-5-10 of the City of Columbia Code of Ordinances to the Administrative Policy Committee for consideration of additional verbiage to regulate window signage similar to other South Carolina municipalities. Consideration should include window sign permits, limits of the total area of the window sign, and temporary signage guidelines.

Dr. Bussells highlighted the need to resume discussions of the red light camera program in committee.

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to refer the consideration of increased fines for littering to the Council Legislative Committee.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:15 p.m. for **Item 31**.

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

- *Municipal Court Judges*
- *Benefits*

PUBLIC INPUT

Ms. Diane Wiley expressed concerns about the lack of emphasis on the importance of voting and the group visiting the USC campus this month.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024**

ADJOURNMENT

The meeting was adjourned at 5:52 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: South Carolina Daughters of the American Revolution Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Parking Services Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Parking Services Appreciation Week (PDF)



City of Columbia A Proclamation

WHEREAS, Parking Services is an integral part of communities across the country, including the state of South Carolina as well as The City of Columbia; and

WHEREAS, Parking Service staff members deserve recognition for the jobs that they do in the field as well as office operations; and

WHEREAS, the Columbia Parking Services Department oversees; eleven parking deck facilities, fourteen surface lots, over three thousand and six hundred on-street parking meters, over one thousand and four hundred on-street Passport spaces, six residential permitted areas, over three thousand and five hundred monthly parkers, nine hotels accommodated, average number of meters bagged monthly, over five hundred, average number of Passport Parking transactions over seventy thousand and the average number of monthly parking citation issued is over ten thousand;

WHEREAS, every day, assisted by facilities and support services staff, they strive to provide quality customer service to the public for the betterment of the community, and often their efforts go unnoticed, even after parking ordinance compliance has been accomplished due to their efforts and dedication; and

WHEREAS, Parking Services increases our community's economic prosperity through meeting increased parking demands, impacting local tourism, the attraction and retention of businesses; and

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of September 16-20, 2024 as

“Parking Services Appreciation Week”

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: September 17, 2024

DEPARTMENT: Office of the Mayor

FROM: *Daniel Rickenmann, Mayor*

SUBJECT: Adult Education and Family Literacy Week
Proclamation - The Honorable Daniel J.
Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** AdultLiteracyWeekProclamation (DOCX)



City of Columbia A Proclamation

WHEREAS, more than 43 million Americans can't read or write at the most basic level while 62.7 million lack basic math skills, as well as the credentials and skills necessary to succeed in post-secondary education; and

WHEREAS, every year, one in three young adults drops out of highschool; and

WHEREAS, American Action Forum estimates that America is short an estimated 7.5 million private sector workers across all skill levels; and

WHEREAS, Adult Education programs contribute to solving these challenges by helping Americans move along the continuum in their educational journey to achieve basic skills and get prepared for career and college; and

WHEREAS, Adult Education Programs in high schools and adult schools, community colleges, and community centers offer low-cost, high-value programs that upgrade the skill set of our citizens; and

WHEREAS, the City of Columbia celebrates Adult Education and Family Literacy Week as a proud participant in the national Educate & Elevate Campaign which helps our citizens learn about all of their Adult Education options to attain their personal and professional goals; and

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes September 16 – September 20, 2024 as

Adult Education and Family Literacy Week

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for the Community Development 5-Year Consolidated Plan and Analysis, as requested by the Community Development Department on June 10, 2024. Award to Civatas, LLC in an amount not to exceed \$58,500.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Mount Pleasant, SC.

REQUISITION NO.: R229288

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Community Development Control - CDBG-CV Administration FY24-25 - Professional Services (2519999-9122010024-636600) \$28,500.00, Community Development Control - FY24 General Administration - Professional Services (2519999-9100080124-636600) \$26,000.00, Community Development Control - FY24 HOME Administration - Professional Services (2519999-9101790124-636600) \$4,000.00. The original budget amount is \$69,000.00.

CLEAN WATER 2020?: No

There were three (3) responses to RFP001-24-25-KDD-CDBG Community Development 5-Year Consolidated Plan and Analysis.

ATTACHMENTS:

- **#a:** Memo.RFP001-24-25-KDD-CDBG (PDF)
- **#b:** Final.Contract.Civatas.RFP001-24-25-KDD-CDBG (PDF)



INTEROFFICE MEMORANDUM

TO: City Council

FROM: Felicia Kilgore, Community Development Director
Missy Gentry, Assistant City Manager

CC: Kenton Davis, Procurement Manager II
Dollie Herron, Community Development Administrator

SUBJECT: 5-Year Consolidated Plan & Analysis to Impediments of Fair Housing

DATE: September 12, 2024

Federal Funding Source(s):

CDBG-CV Admin:	\$28,500.00
CDBG Admin:	\$26,000.00
HOME Admin:	\$4,000.00

Funding Amount: \$58,500.00

The City of Columbia is required by law every five years to prepare a Consolidated Plan to receive federal funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines in one report important information about Columbia's demographics and economic activity, as well as detailed information on the housing and job needs of its residents. The Plan also includes comments from the public received during public hearings, stakeholder meetings and in writing.

The City of Columbia acting through its Community Development Department (CDD) has chosen a qualified consulting firm Civitas, LLC with experienced principal staff to carry out an involved planning process which results in an updated 5-year HUD approved Consolidated Plan with an updated Analysis of Impediments (AI) to Fair Housing Choice, pursuant to Title 24 Codified Federal Regulations, Part 91. The Consolidated Plan serves as an application for entitlement grant programs; Community Development Block Grant (CDBG); HOME Investment Partnerships (HOME); and Community Development Block Grant Disaster Recovery (CDBG-DR and CDBG – Mitigation Grant). The Plan is for the period July 1, 2025 through June 30, 2029.

The Consolidated Plan combines the planning and application requirements of certain Federal statutes and includes a Needs Assessment and Market Analysis outlining levels of relative need in the areas of affordable housing, homelessness, special needs, and community development. The consultant will be expected to gather the information through a number of methods, including consultation with local agencies, public outreach, a review of demographic and economic data sets,



INTEROFFICE MEMORANDUM

and a housing market analysis. The Needs Assessment portion forms the basis of the Strategic Plan that will detail how the City of Columbia will address its priority needs.

The City of Columbia intends to use the next 5-year consolidated planning process as the framework for a means to provide decent housing, a suitable living environment and expand economic activities. The scope of work requested will focus on expanding efforts to revitalize neighborhoods and provide housing opportunity through analysis of community housing market needs, housing stock and socioeconomic trends while also identifying target housing and economic development areas. The consultant will collaborate with Columbia's Community Development Department in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan and Analysis of Impediments to Fair Housing Choice.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method Enter RFP001-24-25-KDD-CDBG Community Development Consolidated 5-Year Plan & Analysis.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Civitas, LLC, (hereinafter referred to as the “Consultant”), to develop and provide a 5-Year Consolidated Plan (ConPlan), 2025 Annual Action Plan (AAP), and the Analysis of Impediments to Fair Housing Choice (AI) for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Fifty-Eight Thousand, Five Hundred Dollars and No/100 (\$58,500.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the

Civitas, LLC
Community Development Consolidated 5-Year Plan & Analysis

information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Contract, make constructive efforts to assist the City in complying with best practices

in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

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

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

8. **INDEMNIFICATION & INSURANCE**

- A. The Consultant shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

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

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

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

Civitas, LLC
Community Development Consolidated 5-Year Plan & Analysis

City of Columbia

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

Civitas, LLC

Name: Spencer Christian
Title: Director of Operations
Address: 600 Salty Alley
Mount Pleasant, SC 294
Phone: (803) 573-7825
Email: spencer.christian@civitassc.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

Civitas, LLC
Community Development Consolidated 5-Year Plan & Analysis

- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.
The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

Civitas, LLC
Community Development Consolidated 5-Year Plan & Analysis

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant’s operations, including, but not limited to the Consultant’s employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

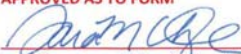
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
9/12/2024

CIVITAS, LLC

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A - SCOPE OF SERVICES

1. Licenses and Certifications.

Offeror shall be registered with the South Carolina Secretary of State's Office.

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

2. Project Specific Licenses and Certifications

There are no project specific licenses or certifications required for this solicitation.

3. Special Standards of Responsibility

There are no special standards of responsibility required for this solicitation.

4. Project Specific Scope of Services

General Objective:

The consultant will collaborate with Columbia's Community Development Department in the identification, development, scheduling and implementation of activities designed to complete and submit a compliant U.S. Department of Housing and Urban Development (HUD) Consolidated Plan that incorporates both quantitative and qualitative data to identify needs. Inform the creation of effective housing and community development programs and services. Set the community development priorities and multi-year goals for HUD formula program funds. Also, collaborate with Columbia's Community Development Department to revise the Analysis of Impediments to Fair Housing Choice (AI) Plan.

Scope of work will include but is not limited to the following:

1. 5-year Consolidated Plan

Execute plan development utilizing the City's Citizen Participation Plan Process:

- A. Complete all components of the Consolidated Plan
- B. Community Profile
- C. Housing and Homeless Needs Assessment
- D. Non-Housing Community Development Needs Assessment
- E. Housing Market Analysis
- F. Strategy to Alleviate Chronic Homelessness
- G. Special Population Needs
- H. Public and Assisted Housing Needs
- I. Lead Paint Hazard Reduction Strategy
- J. Community Development Needs
 - a. Housing
 - b. Neighborhood Development
 - c. Economic Development
- K. 5-Year Strategic Housing Development Plan
- L. Identification of target housing and economic development areas.

- M. Annual Action Plan 2025-2026
- N. Required HOME Sections for Consolidated Plan & Annual Action Plan
- O. Make one (1) presentation to City Council
- P. Make one (1) presentation to Stakeholder
- Q. Present data information at four (4) Council District area meetings for Citizen input. A minimum of two (2) meetings shall be in person
- R. City Staff will conduct the public hearings
- S. Set-up Consolidated Plan into the eCon Planning Suite through the Intergrated Data Information System (IDIS)
- T. Provided both a final digital and two (2) color copies of the 2025-2029 Consolidated Plan

2. Analysis of Impediments (AI) to Fair Housing Choice

The AI is a review of impediments to fair housing choice in the public and private sector. The AI involves:

- A. An examination of pertinent data including demographic, income, employment and housing data, including Home Mortgage Disclosure Act (HMDA), as well as studies that have been completed that relate to fair housing.
- B. An extensive review of State and local jurisdiction's laws, regulations, including an assessment of agencies currently providing fair housing programs in the area; and administrative policies, procedures, and practices.
- C. An assessment of how those laws affect the location, availability, and accessibility of housing.
- D. An evaluation of conditions, both public and private, affecting fair housing choice for all protected classes.
- E. An identification of any impediments to fair housing in both the private and public sector because of race, color, religion, sex, disability, familial status or national origin which restrict or have the effect of restricting housing choices or availability of housing choices listed in order of priority.
- F. Develop an AI that includes conclusions and recommendations for action, including recommended actions to overcome identified impediments to fair housing choice, milestones, timetables and measureable results.
- G. The Consultant is responsible for providing a final digital and two (2) black/white copies of the draft (AI).

3. Any other items necessary to meet HUD requirements for a Consolidated Plan, Annual Action Plan, and Analysis of Impediments (AI).

NOTE: The Offeror **MUST** use the HUD eCon Planning Suite through the HUD Integrated Disbursement and Information System.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES**2025-2029 ConPlan and Analysis of Impediments to Fair Housing Choice**

- **Month 1:** **ConPlan** and **AI** Public Survey Developed and Disseminated
- **Month 1:** **ConPlan** and **AI** Data Collection and Mapping Development
- **Month 2 - 3:** **ConPlan** and **AI** Community Outreach and Stakeholder Meetings
- **Month 4:** **AI:** Public Policy Analysis
- **Month 5:** **ConPlan** Draft NA & MA Sections of ConPlan Completed
- **Month 5:** **AI** Community Profile Analysis and HMDA Analysis
- **Month 6:** **ConPlan** Draft Strategic Plan and Annual Action Plan Completed
- **Month 6:** **AI** Impediments and Fair Housing Plan Development
- **Month 7:** **ConPlan** FULL Draft (including feedback/updates from staff)
- **Month 7:** **ConPlan** 30-day Public Comment Period
- **Month 7:** **ConPlan** City Council Presentation
- **Month 7:** **AI** Full Draft Submitted:
- **Month 8:** **ConPlan:** HUD Submission via IDIS upload
- **Month 8:** **AI** Final Report including Fair Housing Action Plan/Updates from Staff

Schedule may be adjusted to meet the City's requirements and HUD timeline

EXHIBIT C – COMPENSATION & STAFF HOURLY RATES

ConPlan Tasks	Fee
Task 1: Data Research and Public Outreach	
Data Research	\$1,500
Mapping	\$2,500
Public and Stakeholder Outreach	\$8,000
<i>Subtotal</i>	<i>\$12,000</i>
Task 2: Consolidated Plan and Annual Action Plan Development	
Needs Assessment and Market Analysis	\$13,500
Strategic Plan	\$10,000
Annual Action Plan	\$4,900
<i>Subtotal</i>	<i>\$28,400</i>
Task 3: Final HUD Submission	
IDIS Upload/Submission	\$600
<i>Subtotal</i>	<i>\$600</i>
<i>ConPlan TOTAL</i>	<i>\$41,000</i>
Analysis of Impediments to Fair Housing Tasks	Fee
Task 1: Develop the AI	
Demographic and Housing Analysis	\$6,000
Public Policy and Program Analysis	\$4,000
Key Findings and Recommendations	\$6,500
Final Report	\$1,000
<i>Subtotal</i>	<i>\$17,500</i>
<i>AI TOTAL</i>	<i>\$17,500</i>
PROJECT TOTAL	\$58,500

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
N/A	N/A	N/A	N/A	N/A	N/A	N/A
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** 0**TOTAL CONTRACT AMOUNT: \$** _____

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

Business Name: Civitas, LLCRepresentative Name/Title: Spencer ChristianDate: 9/10/24



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Vehicle Equipment and Accessories for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the total amount of \$617,027.32.

REQUISITION NO.: R229522, R229521, R230378

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicle/Heavy Equipment	Procurement Method	Amount
a.	TD Synnex Corporation Greenville, SC	Thirty Five (35) Laptops & Havis vehicle docks, as requested on July 16, 2024.	SC State Contract #4400031905	\$185,591.19
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$185,591.19.</i>				
b.	Utility Associates, Inc. Decatur, GA	Thirty Five (35) White Antennas, as requested on July 16, 2024.	SC State Contract #4400021612	\$102,696.66
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$102,696.66.</i>				
c.	Motorola Solutions Chicago, IL	Forty (40) Radio extension cables, as requested on August 26, 2024.	SC State Contract #4400035340	\$328,739.47
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$328,739.47.</i>				

Total	\$617,027.32
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Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** September 6 Council Memo - Fleet Requests(PDF)
- **#b:** TD Synnex Corp Contract (PDF)
- **#c:** Quote TD Synnex (PDF)
- **#d:** Motorola Solution Quote (PDF)
- **#e:** Utility Associates Quote (PDF)



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

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

DATE: September 6, 2024

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

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

Item	Vehicle	Department	Price	Funding Source
a.	35 – Laptops & Havis Police PPV docking stations	City of Columbia Police Department	\$185,591.19	Capital Replacement Program FY 2024-2025
b.	35 – Rocket Communication devices for Police PPV vehicles	City of Columbia Police Department	\$102,696.66	Capital Replacement Program FY 2024-2025
c.	40 – Radios for Police PPV vehicles	City of Columbia Police Department	\$328,739.47	Capital Replacement Program FY 2024-2025
Total Amount: \$617,027.32				

This purchase utilizes State Contract and cooperative purchase agreements for vehicle and equipment. Items (a, b, and c) are vehicle equipment that is capital replacements and funded from the Capital Replacement Program for FY24/25.

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

***Capital Lease Purchase Program**

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

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

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



PROCUREMENT SERVICES

Contract 4400031905

[Back to Initial Screen](#)

Validity Start 07/01/2023

Validity End 06/30/2028

Target Value \$ 2,000,000.00

Bid Invitation [5400023441](#)

Contract Notes

Vendor 7000337473

Vendor Address TD SYNEX CORPORATION

39 PELHAM RIDGE DRIVE

GREENVILLE SC 29615

District GREENVILLE

Telephone (864) 349-4374

E-mail publicsector@tdsynnex.com

Fax Number

Minority Status Not Applicable

Home Page <http://www.tdsynnex.com>

Other URL

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
SOMERS, ED	Primary Contact	(864) 230-9730	ed.somers@tdsynnex.com
SOMERS, ED	Emergency Contact	(864) 230-9730	ed.somers@tdsynnex.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted

[ITA Statement.docx](#)

06/19/2023 11:22:51 AM

Contract Items

One Item found.

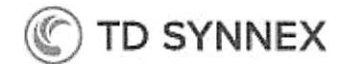
Item Pricing

00001 Palo Alto Network Products

Material Group: 20464 - network components: adapter cards, bridges, connectors, expansion modules/ports, firewall devices, hubs, line drivers, msas, rout

Agency: Statewide[Back to Initial Screen](#)

**QUOTE ORDER INFORMATION As
of 07/05/2024**



Quote#:139764789

Quote name:WQ139764789

Pricing:Federal Govt SPA(FG)

Bill To: CITY OF
COLUMBIA(638217)
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA,SC 29217

Terms: GSA - .25% 15 NET
30(GSD2)

Quote GSA 47QTCA19D00MM,
Description: Exp 9/26/2024, UEI
LYXBWDHL4VR9
GSA@TDSYNnex.com,
877-230-5680, 8:30am
to 8:30pm EST

Ship To: INFORMATIO
TECHNOLOGY
1136 WASHINGTON
STREET,2ND FLOOR,
SUITE 202/204
COLUMBIA,SC 29201

EU name: City of Columbia

SKU#	Part#	MFG Part#	Vendor Name	Description	List Price	Availability	GSA Price	Qty	Ext. Price
8812721	GET-VSEP2PJABDBA	VSEP2PJABDBA	GETAC	V110G7 TAA: i7-1255U, WinHello, Win11+16GB, 256GB PCIe SSD, SR FHD LCD+TS+stylus, Backlit KBD, WIFI+BT, HH, USB Type-Ax2+Type-Cx1+SCR, 3 Yr B2B Warr	\$4,105.00	Vendor Drop Ship	\$3,405.62	35	\$119,196.70
5094917	GET-GDVNHL	GDVNHL	GETAC	V110 Havis Vehicle Dock & Replication with screen stiffener	\$1,033.00	Vendor Drop Ship	\$778.04	35	\$27,231.40

				(Black) (DC power adaptor sold separately)					
4067866	GET-GAD4L1	GAD4L1	GETAC	LIND 12-32V DC vehicle adapter/charger	\$170.00	Vendor Drop Ship	\$164.33	35	\$5,751.55
4166448	GET-GE-SVTBNFX5Y	GE-SVTBNFX5Y	GETAC	Bumper to Bumper + Extended Warranty- Tablet (Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended Warranty, 5, Years	\$599.00	Vendor Drop Ship	\$561.83	35	\$19,664.05
Estimated Tax(Type:TS41):							\$13,747.50		
Total:							\$185,591.20		

Pricing Information

All prices are displayed in USD.

The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

TD SYNnex reserves the right to rebill or issue a credit or debit if any adjustment to pricing or other charges is needed.

Legal Disclaimers

We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order and TD SYNnex Corporation ("TD SYNnex") accepts it, there is no contract for sale.

All prices and descriptions are subject to change without notice.

Unless you have an existing agreement with TD SYNnex this quote is governed by the commercial terms of sale located at <https://www.tdsynnex.com/us/en/terms-and-conditions.html>

This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications between the parties, regardless of form. Further, TD SYNEX is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation.

Certain TD SYNEX Vendors require TD SYNEX to pass-through terms for the Product to resellers and end users. By purchasing the Product from TD SYNEX, Buyer agrees to these Vendor pass-through terms, which are located at <https://www.tdsynex.com/us/en/terms-and-conditions/vendor-pass-through-terms.html>

Please note, this quote includes Quote Quicklink options that enable the recipient to jump into the quote in ECEExpress by clicking on the hotlinks below. If you do not have, or fail to use, a valid ECEExpress login and password, you will not be granted access. You may RELOAD AND MODIFY THIS QUOTE online in ECEExpress.

Copyright © TD SYNEX Corporation. All Rights Reserved.

Tuesday, July 9, 2024



IT Quote Review

Approval Status
We Are Columbia

Approved

Quote Information:

Description	Getac Quote
Quote Category	Quote Refresh
Quote Number	WQ139764789
Expiration Date	Thursday, September 26, 2024
Please create/submit a requisition when the quote is recieved as prices are subject to change once the quote expires. Please do not submit expired quotes.	
Vendor	TD Synnex
Object Code	627500 - Computer Equipment, Hardware & Peripherals

Other Information:

Contract Type	Sole Source
Contract #	47QTCA19D00MM
Prior Quote Number	WQ139764789

Additional Information

No additional information noted by IT.

Submitter Information:

Submitter Name	Tony Robertson
Submitter Email	Tony.Robertson@columbiasc.gov
Submitter Phone Number	(1) 803 250 4885

Requestor Information:

Requestor Name

Frieda Bates

Requestor Email

Frieda.Bates@columbiasc.gov

Approval Activity History

Actor	Actions	Date
 Notification	Approval request sent to group approval: Require response from one person To: ecgoodwill@columbiasc.gov,tjrobertson@columbiasc.net	Tuesday, July 9, 2024
 Notification	Approve	Tuesday, July 9, 2024
 Notification	Email sent. (Quote # WQ139764789 approved for Getac Quote.) tjrobertson@columbiasc.net,ecgoodwill@columbiasc.gov,swHITE@COLUMBIASC.GOV,Tony.Robertson@columbiasc.gov,,Frieda.Bates@columbiasc.gov,	Tuesday, July 9, 2024
 Notification	Email sent. (Quote # WQ139764789 approved for Getac Quote.) itformsmail@columbiasc.gov	Tuesday, July 9, 2024
 Notification	Email sent. (Quote Request) helpdesk@columbiasc.gov,Tony.Robertson@columbiasc.gov	Tuesday, July 9, 2024



QUOTE-2766333
6500s PD

Billing Address:
COLUMBIA, CITY OF
1612 BULL ST
COLUMBIA, SC 29201
US

Shipping Address:
EMERGENCY OPERATIONS
CENTER
1800 MAIN STREET MAIN
FLOOR
COLUMBIA, SC 29201
US

Quote Date:08/26/2024
Expiration Date:11/24/2024
Quote Created By:
Martin Kratz
Sr Account Manager
Martin.Kratz@
motorolasolutions.com
843-693-2223

End Customer:
COLUMBIA, CITY OF
Zachary Fissel
zachary.fissel@columbiasc.gov
803-719-3907

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	40	\$10,192.92	\$7,475.85	\$299,034.00
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	40			
1b	GA09008AA	ADD: GROUP SERVICES	40			
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	40			
1d	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	40			
1e	G831AD	ADD: SPKR 15W WATER RESISTANT	40			
1f	G996AS	ENH: OVER THE AIR PROVISIONING	40			
1g	G72AD	ADD: APX O3 HANDHELD CH	40			
1h	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	40			
1i	GA00580AA	ADD: TDMA OPERATION	40			
1j	G51AU	ENH: SMARTZONE OPERATION APX6500	40			
1k	G67DR	ADD: REMOTE MOUNT O3 APXM	40			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2766333
6500s PD

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	40			
1m	GA09001AA	ADD: WI-FI CAPABILITY	40			
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	40			
1o	QA03399AA	ADD: ENHANCED DATA APX	40			
1p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	40			
1q	QA09113AB	ADD: BASELINE RELEASE SW	40			
1r	W969BG	ENH: MULTIKEY OPERATION	40			
1s	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	40			
1t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	40			
2	PMLN4958B	O3 CAN 17' EXTENSION CABLE	40	\$178.48	\$133.86	\$5,354.40

Subtotal \$414,856.00

Total Discount Amount \$110,467.60

Estimated Tax \$24,351.07

Grand Total \$328,739.47(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Date
Sales Quote#
Expires
Sales Rep
PO#
Terms

Columbia SC Police
9/5/2024
134464
10/31/2024
Monica Storey
Net 30

Bill To

Columbia SC Police
AccountsPayable@columbiasc.gov
United States

Ship To

City of Columbia IT
Information Technology Receiving
1136 Washington St
Suite 202
Columbia SC 29204
United States

Item	Description	Quantity	Price Each	Amount
COM-S-5	ROCKET Communications Saas - 5 Years: The coverage period is 11/1/2024 through 11/30/2028 (50 mos.)	35	\$1,470.00	\$51,450.00
COM-H	ROCKET Communications HaaS	35	\$1,500.00	\$52,500.00
RIOT-H-6020079RA	RIoT Ethernet Cable- Light Blue- 6 meters- Right Angle Connector	35	\$48.00	\$1,680.00
Description	WHITE ANTENNAS ONLY...			
Shipping (ARM)	Shipping	1	\$25.00	\$25.00
Description	SC State Contract Award 4400021612 - Utility Associates, State Vendor ID 7000238298			
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Date
Sales Quote#
Expires
Sales Rep
PO#
Terms

Columbia SC Police
9/5/2024
134464
10/31/2024
Monica Storey
Net 30

Bill To

Columbia SC Police
AccountsPayable@columbiasc.gov
United States

Ship To

City of Columbia IT
Information Technology Receiving
1136 Washington St
Suite 202
Columbia SC 29204
United States

Subtotal	\$105,655.00
Discount	(\$10,565.50)
Subtotal	\$95,089.50
Sales Tax (%)	\$8,452.40
Total	\$103,541.90

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for Preventative Maintenance and Repair Services at the Metro Wastewater Treatment Plant, as requested by Columbia Water on August 20, 2024. Award to the Hach Company, in the amount of \$93,418.92. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an option to renew for one (1) additional one-year period. This vendor is located in Loveland, CO.

REQUISITION NO.: R230274

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Treatment Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$93,418.92.

ATTACHMENTS:

- **#a:** Hach Contract (PDF)

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

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

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

2 Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2025. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

4 Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement;

and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Ninety Three Thousand Four Hundred Eighteen Dollars and Ninety-Two Cents, (\$93,418.92)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made

available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller providing any goods and/or services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

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

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

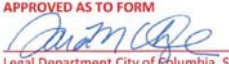
By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

HACH COMPANY

8/30/2024

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit A

Requisition # R230274JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,

(1)

Instruments under the following brands: Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere,

(2)

ELE, HIAC, MetOne, and Polymetron. Repair services, parts/products/installation and routine/preventative/emergency maintenance for 52 sensors inside the Aeration Basins

as a sole source procurement from Hach Company (V002288)

(3)

based upon the following justifications These sensors are integral to the operation of the plant as they

(4)

closely monitor the water treatment process as it occurs in our aeration basins. The sensors monitor the dissolved oxygen levels,

ph(acidity), nitrates, ammonium, and ammonia levels. Hach's factory-trained service personnel are the only people

authorized to perform any services on the sensors. Unauthorized repairs/services will result in voiding the instrument's warranty.

Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

This sole source is valid through June 30, 2025

Amount \$ 93,418.92

Utilities

Department

W. Frank Edrington
Signature of Department Head

8/20/2024

Date

Shannon W. Githara
Signature of Purchasing Agent

8/21/2024
Date

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

Kristine Githara
Signature of Finance Director

8/22/2024
Date

Chris E. Sly
Signature of Asst. City Manager

8/22/2024
Date

Signature of City Manager

Date

APPROVED AS TO FORM
Shannon W. Githara
Legal Department City of Columbia, SC

8/30/2024

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

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

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

Exhibit B

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 8 HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH896099 Version : 0.33 Quotation Date : 13-JUN-24
Expiration Date : 11-SEP-24

Hach Company Contact : Janiszewski, Joshua Service Partnership Phone :
Service Partnership Email : josh.janiszewski@hach.com
Customer Ref : RENEWAL QUOTE Customer Contact : HIGGINS, ANITA
Customer Phone : Customer Fax : Customer Email : anita.higgins@columbiasc.gov

Bill-To Account # 032114		Ship-To Account # 032114			
Customer Name	CITY OF COLUMBIA	Customer Name	CITY OF COLUMBIA	Payment Terms:	Net 30
Address4	ACCOUNTING DEPT	Address4		Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 147	Address1	1200 SIMMON TREE LN	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	COLUMBIA-SC-29201	City,State,Postalcode	COLUMBIA-SC-29201-5185		
Province/Country	US	Province/Country	US		

Line	Service Name				Line Total	
	Covered Product	Start Date	End Date	Description/Serial Number		
1	PMP-GLPHORP-1V	09-AUG-24	08-AUG-25	PMP-GLI pH ORP PROBE-1V (FRV 1):09-AUG-2024:08-AUG-2025	950.40	
	1.1	DRS5		Digital ORP Sensor,Stainless ; 1903445201		
	1.2	DRS5		Digital ORP Sensor,Stainless ; 2003443590		
	1.3	DPS1		Digital pH Sensor, Stainless ; 2004438550		
2	FSPLDO2	09-AUG-24	08-AUG-25	Flt Svc LDO2 - 1 visit:09-AUG-2024:08-AUG-2025 Field Service Partnership provides full coverage, including one on-site annual preventative	5,959.80	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 8 Partnership Number : HACH896099
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

3.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1986514	
4	FSPAN-ISE	09-AUG-24	08-AUG-25	Fld Svc ANISE Sensor 2 Visit:09-AUG-2024:08-AUG-2025 Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	30,924.00
4.1	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1854360	
4.2	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863024	
4.3	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1863745	
4.4	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1879153	
4.5	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984989	
4.6	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1984267	
4.7	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 1929633	
4.8	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 204746	
5	FSPNITRATAX	09-AUG-24	08-AUG-25	Fld Svc-2V Nitratex Sensor:09-AUG-2024:08-AUG-202 5	2,961.00
5.1	LXV417.99.10002			oo NITRATAX PLUS SC 1MM ; 1879186	
5.2	LXV417.99.10002			oo NITRATAX PLUS SC 1MM ; 1963930	
6	FSPAMTAXSC	09-AUG-24	08-AUG-25	aa Fld Svc-2V Amtax SC V.2006:09-AUG-2024:08-AUG-202 5 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance	5,842.80

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 8 Partnership Number : HACH896099
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					(including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased.	
6.1	LXV421.99.13002				db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1864032	
6.2	LXV421.99.13002				db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1958536	
7	FSPFILTRAX	09-AUG-24	08-AUG-25		Fld Svc-4V Filtrax:09-AUG-2024:08-AUG-2025	7,597.80
7.1	LXV294.54.00000				db FILTRAX CONTROL MODULE, 115VAC ; 1877827	
7.2	LXV294.54.00000				db FILTRAX CONTROL MODULE, 115VAC ; 1940870	
8	FSPSC1500	09-AUG-24	08-AUG-25		Fld Svc-1V SC1500 Controller:09-AUG-2024:08-AUG-2025 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site visit for basic performance evaluation, factory recommended maintenance (including required parts), unlimited technical support calls, and free software updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2,455.20
8.1	LXV446.99.1R3S1				SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1871789	
8.2	LXV446.99.1R3S1				SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1879908	
8.3	LXV446.99.1R3S1				SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1879910	
8.4	LXV446.99.1R3S1				SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1880392	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 8 Partnership Number : HACH896099
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

8.5	LXV446.99.1R3S1	SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1925588
8.6	LXV446.99.1R3S1	SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1976231
8.7	LXV446.99.1R3S1	SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1980446
8.8	LXV446.99.1R3S1	SC1500; 6 SENS 8mA OUT 110V/COND 4 REL/C EXT MOD ; 1929947
9	PMP-AN-ISE-2V	09-AUG-24 08-AUG-25 PMP-AN-ISE-2V:09-AUG-2024:08-AUG-2025 Preventative Maintenance includes: Preventative maintenance parts, labor and travel for 2 on-site calibrations per year, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.
9.1	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1854360
9.2	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1863024
9.3	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1863745
9.4	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1879153
9.5	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1984989
9.6	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1984267
9.7	LXV440.99.00002	aa AN-ISE sc, HACH SENSOR w/RFID ; 1929633

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : Partnership Number : WebSite: www.hach.com	6 of 8 HACH896099 <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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9.8	LXV440.99.00002			aa AN-ISE sc, HACH SENSOR w/RFID ; 204746	
10	PMP-GLPHORP-1V	09-AUG-24	08-AUG-25	PMP-GLI pH ORP PROBE-1V (FRV 1):09-AUG-2024:08-AUG-2025	950.40
10.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 2203442637	
10.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 2205446938	
10.3	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 2207449206	
					Sub Total : 86,499.00
					Tax: 6,919.96
					Total : 93,418.96

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF COLUMBIA

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to

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	Purchase Orders		Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as all the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for and use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach other (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prep work not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Exhibit C

**Contract Addendum to Sole Source Agreement
HACH896099 (the "Project")**

Parties: City of Columbia ("Customer")
Hach Company ("Supplier")

Date: September 5, 2024

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Wire Fraud Prevention. Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Payments. All payments are due within 30 days of the invoice date, on the activation date of any service partnership.

10. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Columbia:

Hach Company:

By: _____

By: _____

Name: _____

Name: _____

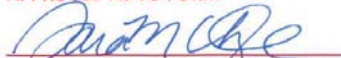
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

9/11/2024

APPENDIX A

Wire Transfer Exhibit:*For Supplier*

Name of Bank: Bank of America
City and State: Chicago, IL
ABA Routing Number: 026009593
Account Holder: Hach Company

For Customer

Name of Bank:
City and State: ABA Routing Number:
Account Holder:



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Annual Fee for One-Call Notification Services for Assistance with Locating Underground Utilities, as requested by Columbia Water on July 5, 2024. Award to Palmetto Utility Protection Service (PUPS), Inc. doing business as South Carolina 811, in the amount of \$111,860.87. The term of the services is from July 1, 2024 through June 30, 2025. This vendor is located in Columbia, SC.

REQUISITION NO.: R228933

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Membership and Dues (5516203-631400). The original budget amount is \$111,860.87.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** 811 2025 Quote (PDF)



810 Dutch Square Blvd * Suite 320 * Columbia, SC 29210
(803) 939-1117

Date: September 4th, 2024

To: ALL SC811 TRANSMISSION MEMBERS

Subject: YEAR 2025 FEES

*****THIS IS NOT AN INVOICE*** PLEASE DO NOT REMIT PAYMENT AT THIS TIME**

This letter serves as advanced notice that your fee rate for 2025 will be as follows:

Member: City of Columbia - (COC)

Fee Amount: \$8,631.24 - Monthly

Transmissions: 96,799

Total Never Responded: 154

The Board of Directors is focused on initiatives that support damage prevention efforts across South Carolina. The increasing need for responses from operators is impacting the safety of excavators and the integrity of facilities. To build awareness and improve operator responses, beginning in 2026, your company could be charged additional fees for notices that qualify as never responded throughout the fifteen-day notice life. The law stipulates that a member must respond in the positive response system in 3 full business days, not including the day the notice is submitted. These requirements can be reviewed in the section below.

Section 58-36-70 (Responsibilities of Facility Operators)

(D) An operator must provide a positive response to the notification center prior to the expiration of the required notice period. This response shall indicate the status of the required activities of the operator or designated representative regarding the proposed excavation or demolition.

For clarity, as an example, we have included the number of transmissions your company did not respond to in the last fiscal year. (July 1st, 2023 - June 30th, 2024). If this performance continues into the next (2026) fiscal year, your company may face an increase in your company's assessment rate. We are using the 2025 figures, the **\$5.00 per non-responded ticket for a total fee of \$770.00.**

SC811 has a wealth of reporting and dashboard options to ensure your company's compliance with these provisions. We will send additional emails to educate members on improving compliance and tracking progress in real-time. Your cooperation and prompt responses are vital to ensuring safety and operational integrity. The Board Membership Policy 1027 sections below explain the potential impact:

1. Fees for Repeated Lack of Response to Locate Notifications:

a) Members who repeatedly fail to respond to locate notifications may incur additional fees. These fees may be added to your annual fiscal invoice and issued based on their chosen billing cycle. The Board of Directors may adjust the fee rate annually, with any changes taking effect no later than the November Board meeting preceding the new budget year.

b) The allocation of these funds into escrow is designated for the specific purpose of directing resources towards training and educational initiatives.

We recommend sending this information to the operations teams managing your company's field locates. We recognize there may be an array of issues leading to this behavior, including communication breakdowns and third-party software issues. **Please reach out to our support team within the next 90 days to resolve any barriers impacting this process going forward. Please email support@sc811.com or use the “Chat Now” option on our website.**

Palmetto Utility Protection Service Inc d/b/a South Carolina 811 (SC811) recognizes our members' needs to forecast accurate budget requirements prior to the next calendar year. In consideration of that, we are notifying our members in advance regarding our 2025 rates.

SC811 fees are based on the total number of transmissions taken during the period from July 2023 to June 2024, as referenced in Article VII of the SC811 By-Laws. New members are based on a quoted transmission estimate.

Operator members that have more than 570 notifications per year will be billed at a rate determined annually by the SC811 Board of Directors. **The per transmission fee for 2025 is \$1.07.** Your fee is set in advance for the calendar twelve months and billed based on the selection at the time of becoming a member. If you need to change your billing cycle, please contact our office.

If your company utilizes a PO system, please email your annual 2025 purchase order by December 13, 2024 to SC811Accounting@sc811.com. Please contact our office if you have any questions.

Thank you for all your efforts in damage prevention and keeping South Carolina safe.

Sincerely,
SC811 Accounting
803-939-1117 EXT 6



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7646; Metro Wastewater Treatment Plant Electrical Supply Reliability Improvements, as requested by Columbia Water on July 24, 2024. Award to Highfill Infrastructure Engineering, P.C. in an amount not to exceed \$230,100.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date one year from commencement and the option to renew for one (1) additional one-year period. This firm is located in Columbia, SC.

REQUISITION NO.: R230529

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Electrical Supply Improvements - Capital Project Costs (5529999-SS764601-658650). The original budget amount is \$230,100.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program Protégé Only project. Highfill Infrastructure Engineering, P.C. is the protégé and will provide technical consulting support services at 43.07% (\$99,100.00) of the total contract amount.

The following subcontractor will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (W), located in Marietta, SC, will provide electrical engineering services at 56.93% (\$131,000.00) of the total

contract amount.

A portion of this contract in the amount of \$14,963.00 has been utilized for emergency services directly related to the scope of services within the contract.

There were ten (10) responses to RFQu002-21-22-NMJ Metro Wastewater Treatment Plant Projects.

ATTACHMENTS:

- **#a:** PM Mtraq Memo for Agenda Approval - SS7646 Metro WWTP Electrical Supply.._ (002) (PDF)
- **#b:** Contract.SS7646.ProfessionalServiceContract (PDF)



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

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

DATE: 09/20/2024

Subject: Recommendation for Approval
New Contract – Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the new contract with Highfill Infrastructure Engineering to provide funding for the related professional services for the implementation of the recommended improvements to improve the electrical reliability of the Train 2 equipment at the Metro WWTP. The amount of this contract is \$230,100.00.

The purpose of this project is to assist the City of Columbia in implementing electrical upgrades at the Metro WWTP. The primary focus of these improvements will be the transition of the electrical feed for the Train 2 equipment from the existing 23KV switchgear to an existing pad mounted switch at the Influent Pump Station, the demolition of the 23KV switchgear, and improvements to the electrical feed loops. The services performed as a part of this Scope of Service include providing technical engineering support to the City by reviewing available data, preparing and evaluating upgrades and providing appropriate recommendations by way of engineering design documents.

This Project is a Protégé Only Program project.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu002-21-22-NMJ SS7646 Metro WWTP Electrical Supply Reliability Improvements.

- 1. PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Highfill Infrastructure Engineering, P.C., (hereinafter referred to as the “Consultant”), to provide technical engineering support to the City by reviewing available data, preparing and evaluating upgrades and providing appropriate recommendations via engineering design documents. Following approval of the recommendations by the City, the Consultant will provide final engineering design and permitting, bidding phase support, and engineering services during construction for the City of Columbia, SC.

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

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

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

- 4. TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for one (1) additional one (1) year period at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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

- 6. COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Two Hundred Thirty Thousand, One Hundred Dollars and No/100 (\$230,100.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which

Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements

payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Business Information Record for Subconsultants/Subcontractors shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs),

Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements

Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Contract, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
L S A	<u>N/A</u>	%

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

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

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

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either

Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements

of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

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

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

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of the Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon

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receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are

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

- B. The Consultant fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.

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

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

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

15. NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

Highfill Infrastructure Engineering, P.C.

Name: Dave Johnson, PE
Title: Senior Project Manager
Address: 1320 Main Street, Suite 260
Columbia, SC 29201
Phone: 803-920-6209
Email: djohnson@hiepc.com

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

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Contract ("Preserved Documents"). Upon the Consultant's performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. **MISCELLANEOUS**

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

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- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

**Highfill Infrastructure Engineering, P.C.
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**Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements**

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

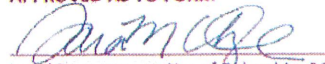
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date

APPROVED AS TO FORM


Legal Department City of Columbia, SC

8/1/2024

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

J. Ray Cox, PE, Sr. Vice President

Print: Name/Title



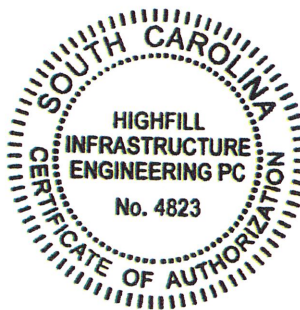
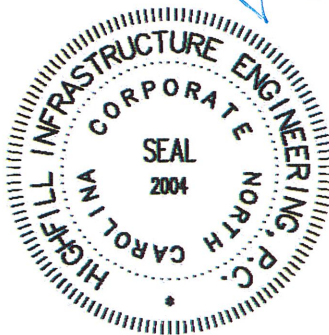
Signature

August 12, 2024

Date

(Corporate Seal)

Attest





Signature

August 12, 2024

Date

Paige G. Highfill, Corporate Treasurer

Highfill Infrastructure Engineering, P.C.
SS7646 Metro WWTP Electrical Supply Reliability Improvements

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services (Project Schedule – SS7646 Metro WWTP
Electrical Supply Reliability Improvements)

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program - Implementation Plan (Protégé Only)

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7646 Metro WWTP Electrical Supply Reliability Improvements

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the METRO WWTP ELECTRICAL SUPPLY RELIABILITY IMPROVEMENTS (SS7646), including preliminary technical services, final design, permitting, bidding services, and construction services.

The Metro WWTP's electrical system is fed from a single 10.5 MVA substation transformer which in turn feeds a 23KV switchgear and a 23KV overhead loop. The 23KV switchgear and the overhead loop distribute power to various pad mounted transformers and switchboards throughout the plant, which feed the electrical equipment for different processes. However, portions of the electrical system are in poor condition and vulnerable to failure. One of the primary identified issues with the existing system is the faulty 23KV switchgear, which has caused operational problems for the Train 2 process and sludge thickening equipment. These issues with the 23KV switchgear and subsequent electrical supply equipment for Train 2 have resulted in power outages, safety risks, and reduced reliability and resiliency of the electrical system at the plant.

These electrical concerns and recommended improvements are documented in the following technical memorandums:

- Metro WWTP Power Incident Memo, Howard Engineering, June 29, 2023
- Demolition of 23KV PowerCon Gear Technical Memorandum, Howard Engineering, February 28, 2024
- Wastewater Treatment Visual Condition Assessment Findings Technical Memorandum, Hazen

The recommendations in these documents have been identified as critical improvements necessary to maintain the continuous operation and regulatory compliance of the Metro WWTP.

The project scope consists of engineering services for the implementation of the recommended improvements to improve the electrical reliability of the Train 2 equipment at the Metro WWTP. The primary focus of these improvements will be the transition of the electrical feed for the Train 2 equipment from the existing 23KV switchgear to an existing pad mounted switch at the Influent Pump Station, the demolition of the 23KV switchgear, and improvements to the electrical feed loops.

In summary, the identified improvements that will be addressed under this scope of services include the following:

- Relocation of the Train 2 electrical feed from the 23KV switchgear to an existing pad mounted switch located at the Influent Pump Station.
- Replacement of the existing Train 2 electrical feed loops with two (2) radial feeds. The existing switchboards/transformer pairs at Switchboard A, B and C will not be replaced as part of this project's scope.
- Removal of the existing 23KV switchgear.
- Development of key locations for the temporary connection of portable generators as a backup electrical source.
- Development of a Recloser Maintenance Plan and Schedule.

In general, the deliverables for this project include the following:

- Monthly Progress Reports, Invoices, and Schedule updates.
- Progress Meeting Agenda and Summaries
- Train 2 Electrical Feed Investigation Report
- 90% Design Submittal
- Final Design Bid Documents.
- Permit Approvals, as necessary.
- Recommendation of Award.
- Monthly Construction Progress Meeting Agendas and Summaries.
- Record Drawings.
- O&M Manuals, as necessary.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as this is a Protégé-Only project.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

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

120 Coordination Meetings

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

- Six (6) Virtual Monthly Progress meetings with CITY's Project Manager. This includes a kickoff meeting and the 90% design review meeting per Task 550, which will be held on-site.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.

- All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents in one file) so they can easily be found by searching by category and/or by document name.

- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach (Not Applicable)

150 Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program for a Protégé Only project:

- Prepare and submit the Mentor-Protégé Program Implementation Plan for Protégé Only projects (OBO Form 709PO).
- Prepare and submit a report form to the City of Columbia's Office of Business Opportunities per the Mentor-Protégé Program requirements during the scope of this project.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Meeting Summaries for six (6) project meetings **TASK 200 –**

Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with subconsultants to provide the following Field Reconnaissance:
 - Conduct on-site verification of the existing Train 2 underground loops to determine routing of conduit/conductors from the 23KV switchgear, through the switchboards/transformer pairs at Switchboard A, B and C and back to the 23KV switchgear.
 - Verify the accessibility to the Train 2 loops from the pad mounted switch via manhole EMH-301 and the Train 2 manhole near Switchboard C.
 - Provide on-site testing of the headworks pad mounted transformers and the pad mounted switch to confirm condition for new feed to the Train 2 loop.
 - Document all findings for use in detailed design and for use in preparation of an investigation report summarizing all findings.
 - Meet with CITY to discuss findings at a Monthly Progress Meeting identified in Task 120.

220 Task 200 Deliverables

- Train 2 Electrical Feed Investigation Report

TASK 300 – Survey and Utility Mapping (Not Applicable)**TASK 400 – Geotechnical Investigation (Not Applicable)****TASK 500 – Final Design**510 Utility Coordination

- Consultant will contact and coordinate with Dominion Energy to determine electrical design parameters and requirements for incorporation into design documents.

520 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. The drawings and specifications will include the removal of 23KV switchgear, relocation of electrical feed to an existing pad mounted switch at the Influent Pump Station, replacement of existing Train 2 electrical feed loops with two new radial feeds, inclusion of connection points at key locations for temporary connection of portable generators, a recloser maintenance plan, and that incorporates and addresses any other items that may be identified in Task 200. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale.
 - Design and construction details.
 - Plan sheets, including electrical components to meet CITY standards.
 - Existing equipment/structure/pipe demolition/abandonment as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications (Divisions 01 – 16), bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent (Final) submittal, Consultant will provide one set of final bid plans, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

530 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with city, county, state and federal regulatory agencies to determine design parameters for construction in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:

- South Carolina Department of Health and Environmental Control

540 Opinion of Probable Construction Cost and Schedule

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

550 Design Reviews

- Consultant will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After internal technical review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the ninety (90%) completion milestone. Consultant will meet with the CITY at this milestone to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as required to address City comments. Documentation of the completed review will be provided to the CITY by the Consultant. Following the technical review, Consultant will make necessary modifications to the construction documents.
 - Drawings, a complete set of Specifications and a cost estimate shall be submitted at ninety (90%) percent for review and comment.
 - The Consultant will compile comments received and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.
- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- A copy of the Quality Assurance / Quality Control plan.
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost (90% and 100%)
- The 100% (Final) Design Bid Documents

TASK 600 – Permits and Property

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

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the

required number of copies of plans and specifications needed for review and approval.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$550 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$550

630 Task 600 Deliverables

- SCDHEC permit approval, if necessary.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre- bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and will make a recommendation concerning award of the contract.

730 Task 700 Deliverables

- Recommendation of Award

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the electrical improvements will be five (5) months (150 calendar days) for substantial completion and thirty (30) days for final completion with construction duration of 180 calendar days. An increase in the construction schedule may require an amendment to authorize additional construction services. The anticipated construction period may require amendment upon selection of final replacement alternative and route.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor, or for any failure of

the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor.

- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
 - e) One (1) pre-construction meeting and five (5) monthly progress meetings have been budgeted, all meetings to be on-site. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

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

- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.

850 Periodic Construction Observation

- Construction Observation: Consultant's and/or Subconsultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for six (6) months (24-weeks) by the Project Engineer for a total of forty-eight (48) hours (approximately one (1) day per month). If additional site visits are required, this contract will be amended to provide such additional services.

860 Task 800 Deliverables

- Agenda and Meeting summaries for up to six (6) construction progress meetings.

TASK 900 – Full Time Construction Inspection (Not Applicable)

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 above.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY, with written comments, the guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- Consultant to develop and organize an O&M manual, and will work closely with CITY in developing a preventive maintenance checklist and recommended spare parts inventory. O&M Manuals to be provided in electronic and hardcopy. Training and O&M needs will be addressed in the bid documents and include an electronic video of the training provided to the CITY. Training attendance to be logged, and training provided by a certified equipment manufacturer's representative with a written agenda.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a flash drive.

1050 Final Notice of Acceptability of the Work

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

1060 Task 1000 Deliverables

- Record Drawings.
- O&M Manuals, where required by project specifications.

TASK 1100 – Additional Services

1110 General Task

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

- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with agencies beyond those scheduled in the agreement.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 630.
- Modifications to the design after 90% design review comments have been received.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

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

Exhibit B - Project Schedule - SS7646 Metro WWTP Electrical Supply Reliability Improvements

Gantt Chart

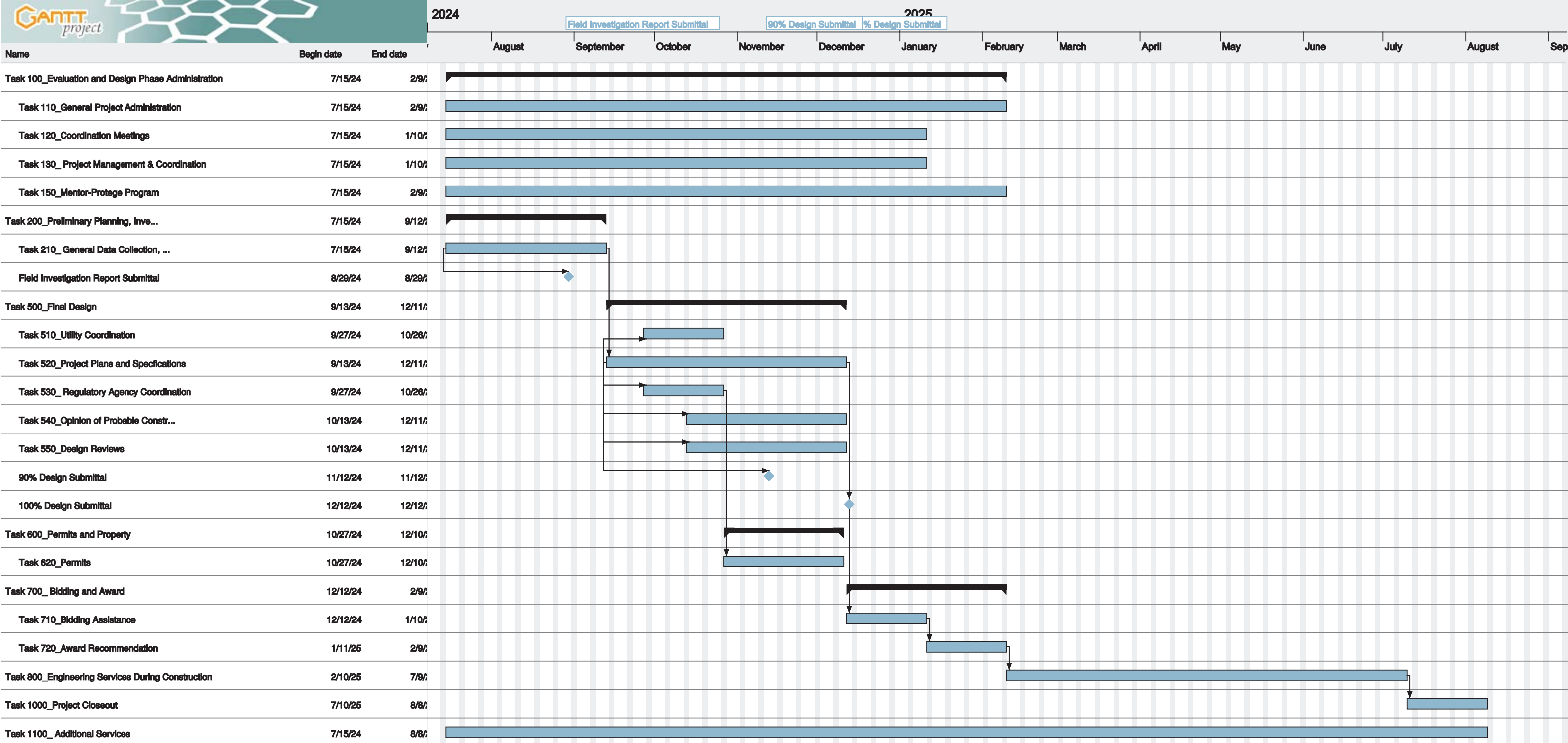


EXHIBIT C**COMPENSATION****City of Columbia****CIP # SS7646****Metro WWTP Electrical Supply Reliability Improvements**

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$230,100.00. This includes \$156,150.00 of lump sum tasks, as well as \$73,950.00 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

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

Task	Description	Type	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$3,500.00	\$23,300.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$32,000.00	\$38,600.00
300	Survey and Utility Mapping	LS	N/A	N/A
400	Geotechnical	LS	N/A	N/A
500	Final Design	LS	\$51,500.00	\$69,600.00
600	Permits and Property	LS		\$3,450.00
630	Permit Application Fees	NTE		\$550.00
700	Bidding and Award	LS	\$4,000.00	\$8,800.00
800	Engineering Services During Construction	HRLY NTE	\$22,000.00	\$53,400.00
900	Full Time Construction Inspection	HRLY NTE	N/A	N/A
1000	Project Closeout	LS	\$8,000.00	\$12,400.00
1100	Additional Services	NTE	\$10,000.00	\$20,000.00
	Total of Contract		\$ 131,000.00	\$ 230,100.00
56.9	% of Contract to Subconsultants			
43.1	% of Contract to Protégé			

EXHIBIT D**BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS****City of Columbia****CIP # SS7646****Metro WWTP Electrical Supply Reliability Improvements**

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

Business Name (as shown on W9 or SAM.gov) DUNS # & CAGE # (If Applicable)	City of Columbia Vendor No.	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)
Howard Engineering, Inc. DUNS: 961613825 CAGE: 7NMR0	V011110	Electrical Engineering	\$131,000.00	56.9%	WBE	FB

Key: Minority/Women Owned Business Enterprise Association Code

AF — Asian American Female	AM — Asian American Male	BF — African American Female
BM — African American Male	FB — Non-Minority Female Only	HF — Hispanic American Female
HM—Hispanic American Male	NF — Native American Female	NM — Native American Male

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

Business Name: - **Highfill Infrastructure Engineering, P.C.**

Representative Name/Title: J. Ray Cox, PE, Sr. Vice President

Date: 6/13/2024

EXHIBIT D**BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS****List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)

Howard Engineering

Company Name

5 River Ridge Rd

Physical Address

5 River Ridge Rd

Mailing Address

Marietta, SC 29661

56501

City/State Zip Code + 4

(864) 836-0440

Phone number

Fax number

Amy Howard, PE

Stephen Schutte

Primary Contact Name

Secondary Contact Name

ahoward@howardengineering.comsschutte@howardengineering.com

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #57-1038251

Vendor #V011110



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan- Protégé Project

Project Type: Protégé Only

Date: 6/17/2024

Protégé Amount: \$230,100.00

Project Name: Metro WWTP Electrical Supply Reliability Improvements

Protege % of Total Contract: 100%

Project #: SS7646

Mentor Amount (If Applicable): N/A

Protégé (Prime): HIGHFILL

Mentor % of Total Contract (If Applicable): N/A

Mentor: Freese and Nichols, Inc.

Duration of the Project: 12 Months

Project Contract Amount: \$230,100.00

Statement of Commitment: For Protégé Only, the Mentor-Protégé Team may work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

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. What skills has the Protégé learned from their Mentor that will be utilized on this project?

None identified. Mentor is not involved in this project.

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

Continuation of providing an exceptionally high level of service to the City of Columbia.



CITY OF COLUMBIA

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

3. Please include any subcontractors that will be utilized.

Howard Engineering

4. What is the anticipated duration (in months) of each major phase of the project?

It is anticipated that contract documents including design will be completed within 6 months of the NTP and that construction will be completed approximately 6 months from completion of contract documents.

6. What service will the Mentor be providing on this project? (if applicable)

N/A

7. List bonding capacity and insurance coverage, etc.

HIGHFILL is fully insured to meet the City's requirements for consultants.

8. Do you currently have your WL or WP License (if applicable)?

N/A - consulting services only.



CITY OF COLUMBIA

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1401 Main Street 4th Floor | Columbia, South Carolina 29201
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9. Other Comments.

N/A

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 presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

Highfill Infrastructure

EXECUTED by Engineering, Inc. (Protégé Firm) this 18th day of JUNE 2024.
Corporate SEAL

By: J. Ray Cox, PE
Title: Sr. Vice President
Firm Name: Highfill Infrastructure Engineering, Inc.

Digitally signed by J. Ray Cox, PE
DN: cn=J. Ray Cox, o=Highfill Infrastructure Engineering, Inc., ou=Highfill Infrastructure Engineering, Inc., email=jraycox@highfill.com, c=US, date=2024.06.18 10:52:09 -0400

ATTEST:
By: [Signature]
Title: Senior Project Manager - Highfill Infrastructure Engineering, Inc.



If Applicable:

EXECUTED by N/A (Mentor Firm) this _____ day of _____ 20____.
Corporate SEAL

By: _____
Title: _____
Firm Name: _____

ATTEST:
By: _____
Title: _____



CITY OF COLUMBIA

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

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 20th day of
June, 20 24.

By: *LaTonya B Germany*

Title: Program Compliance Specialist



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project SS7528; Canopy Storage Area at the Beltline Wastewater Management Facility, as requested by Columbia Water on July 18, 2024. Award to Hammer Construction, LLC, in an amount not to exceed \$905,573.90, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred fifty (150) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R212816

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Beltline Columbia Storage Canopy - Capital Project Costs - (5529999-SS752801-658650). The original budget amount is \$905,573.90.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

Hammer Construction, LLC is the prime contractor and will provide the canopy structure and concrete services at 61.76% (\$527,631.00) of the total contract amount.

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

Hoover Metal Buildings, located in Lexington, SC, will provide a pre-engineered metal building at 24.43% (\$208,684.00) of the total contract amount.

ESI Electrical, located in Irmo, SC, will provide electrical services at 9.36% (\$80,000.00) of the total contract amount.

Brabham Fence Company, located in Columbia, SC, will provide fencing at 3.04% (\$26,000.00) of the total contract amount.

Abel Paving, located in Ridgeway, SC, will provide paving services at 1.41% (\$12,000.00) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID008-24-25-UJ.

The total construction time allocated for this project is one hundred fifty (150) consecutive calendar days.

Base Bid	\$854,315.00
Contingency (6%)	\$ 51,258.90
Total	\$905,573.90

ATTACHMENTS:

- **#a:** TEAR Sheet SS7528 (DOCX)
- **#b:** Contract approved by Legal (PDF)
- **#c:** Revised BIR Form - Hammer Construction (PDF)
- **#d:** Official Bid Tabulation - Bid008-24-25-UJ (1) (PDF)

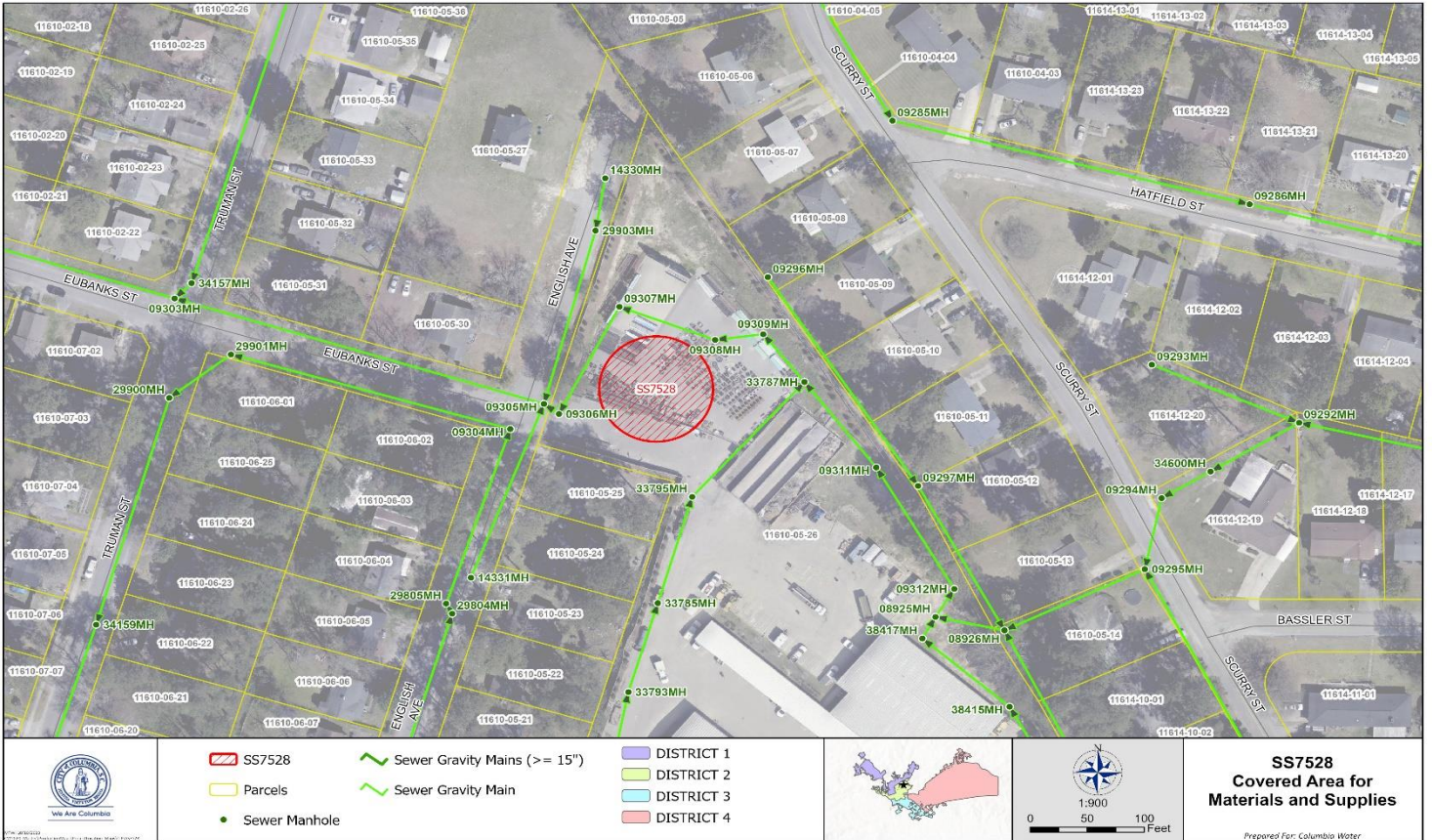


Wastewater Projects

SS7528

Covered Storage area for Material/Supplies

Project Description:	Construction of a covered material laydown facility for pipe and pallet rack storage with lighting and security cameras. This storage area is needed in order to protect critical system components and stored materials.
Objectives:	PVC pipe should not be stored for long durations in direct sunlight in addition to other water and wastewater materials. Covered area will protect materials from direct sunlight and prevent future material costs, defective material being installed that could create a system failure.
Project Type:	Structural
Council District:	Council District 1, 2, 3 and 4
Project Funding:	This project is being funded through the City's Wastewater CIP. The estimated construction cost was for \$1,005,473.00 and the low bid with 6% contingency was at Cast \$905,573.90
Current Project Status:	A bidding package for construction is being prepared with a construction scheduled to begin in Spring 2024.
Project Contact:	John Riggs, PE Deputy Director of Major Capital Projects 803.528.4238 john.riggs@columbiasc.gov



CONTRACT

City of Columbia, South Carolina

Beltline Canopy Addition Project SD8500

BID008-24-25-UJ

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Hammer Construction, LLC** with legal address and principal place of business at **752 Albion Road, Columbia, SC 29205**, 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 **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eight Hundred Fifty-Four Thousand Three Hundred Fifteen Dollars and Zero Cents (\$854,315.00)**. This Contract also provides for an additional contingency in the amount of **Fifty-One Thousand Two Hundred Fifty-Eight Dollars and Ninety Cents (\$51,258.90)** 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.

City of Columbia, SC
5/3/2021

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance

with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Payment Bond.

9.2.5 Performance Bond.

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

9.2.7 Construction Plans.

9.2.8 Project Manual.

9.2.9 Guidelines for Meeting the Citywide 15% DBE Goal.

9.2.10 Location Map(s).

9.2.11 Drawings, numbered C1-0 through S1-1, inclusive and dated 12/15/2023.

9.2.12 Addenda number 1 through 3, inclusive.

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

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.

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 Procurements 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

Revised 8/26/24

Hammer Construction

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

10.c

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	City of Columbia Vendor number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Hoover MB	✓ VO17923	Pre-engr. Metal Bldg	208,684	✓ 24.43%	-	
ESI	✓ VO14993	Electrical	80,000	✓ 9.96%	-	
Brabham	✓ VO14120	Fence	26,000	✓ 3.09%	SBE	
Abel Paving	✓ VO18286	Paving Concrete	12,000	✓ 1.40%	MBE	

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ 826,684 ✓
 TOTAL CONTRACT AMOUNT: \$ 854,315 ✓

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

Business Name: - Hammer Construction, LLC

Representative Name/Title: Robert L Hammershik V.P.

Date: 8/13/24

Event Number	BID008-24-25-UJ Addendum 3	Organization	City of Columbia, SC
Event Title	Beltline Canopy Addition Project (SS7528)	Workgroup	Purchasing
Event Description	The Pre-Bid Meeting will be held via Zoom	Event Owner	Ulsylla Johnson
Event Type	IFBs	Email	Ulsylla.johnson@columbiasc.gov
Issue Date	7/18/2024 04:00:02 PM (ET)	Phone	
Close Date	8/15/2024 02:00:00 PM (ET)	Fax	Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hammer Construction, LLC	Columbia	SC	8/15/2024 12:31:34 PM (ET)	1	\$854,315.00

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



MEETING DATE: September 17, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project WM4543; Lake Murray Water Treatment Plant Taste and Odor Treatment System, as requested by Columbia Water on May 25, 2023. Award to M. B. Kahn Waterworks, LLC, in an amount not to exceed \$3,951,008.25, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date three hundred sixty (360) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R222334

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lake Murray Treatment System - Capital Project Costs - (5529999-WM454301-658650). The original budget amount is \$3,951,008.25.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 7% CDBE goal. The CDBE percentage is currently at 1.06%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program.

M.B. Kahn Waterworks, LLC is the prime contractor and will provide services at 76.80% (\$2,889,804.20) of the total contract amount.

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

Sig Cox, located in Augusta, GA, will provide HVAC services at 1.06% (\$40,000.00) of the total contract amount.

Gregory Electric Company, Inc., located in Columbia, SC, will provide electrical services at 13.18% (\$496,000.00) of the total contract amount.

DESA, Inc., a Minority Business Enterprise (W) and a CDBE located in Columbia, SC, will provide craft labor services at 0.93% (\$35,000.00) of the total contract amount.

Harrelson Painting, located in Swansea, SC, will provide painting services at 2.13% (\$80,000.00) of the total contract amount.

Point Source Environmental, located in Anderson, SC, will provide erosion control services at 0.40% (\$15,000.00) of the total contract amount.

ZBS & Associates, a Minority Business Enterprise (W) and a DBE located in Atlanta, GA, will provide fuel at 0.13% (\$5,000.00) of the total contract amount.

Enterprise Rebar, a Minority Business Enterprise and a DBE located in Yemassee, SC, will provide rebar installation services at 1.54% (\$58,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide hauling services at 0.13% (\$5,000.00) of the total contract amount.

Heyward - Charlotte, Inc., located in Charlotte, NC, will provide mixers at 3.70% (\$139,060.80) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID027-23-24-LB.

The total construction time allocated for this project is three hundred sixty (360) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$3,762,865.00
Contingency 5%	\$ 188,143.25
Total	\$3,951,008.25

ATTACHMENTS:

- **#a:** MT Memo Item WM4543 Lake Murray WTP Taste Odor Treatment System (PDF)

- #b: Contract (PDF)
- #d: Bid Tabulation for Bid027-23-24-LB(PDF)
- #e: Compliance Memo (PDF)
- #f: BIR form (PDF)



Office of Business Opportunities
1401 Main Street Columbia, SC 29201 • Phone: 803-545-3950

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

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: September 9, 2024

Subject: New Contract- Lake Murray WTP Taste & Odor Treatment System Project
(WM4543) CDBE

M.B. Kahn Waterworks, LLC was not able to meet the Columbia Disadvantaged Business Enterprise (CDBE) participation goal of 7% for this project, but did fulfill all of the good faith effort requirements to solicit CDBE participation and was deemed to be in compliance with the City's CDBE policy. Following the bid, staff from the Department of Procurement and Contracts and the Office of Business Opportunities reached out to the contractor to discuss options for increasing the CDBE participation during the first negotiation meeting. Currently, CDBE participation is 1.06% and DBE participation is 1.67% for a total participation of 2.73%. Additionally, DBEs are not included in the CDBE percentage, per CDBE guidelines that limit CDBEs to those businesses located within the 8-county Combined Statistical Area (CSA). M.B. Kahn Waterworks, LLC agreed to make an effort to increase participation on upcoming projects.

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

Contract

City of Columbia, South Carolina

Lake Murray WTP Taste & Odor Treatment System (WM4543) CDBE

BID027-23-24-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and M.B. Kahn Waterworks, LLC, with legal address and principal place of business at 101 Flintlake Road, Columbia, SC 29223, 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 Black & Veatch Corporation.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred thirty (330) consecutive calendar days from the commencement days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of three hundred sixty (360) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional one hundred eighty (180) consecutive calendar days added after the construction period for contract closeout 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 Three Million Seven Hundred Sixty-Two Thousand Eight Hundred Sixty-Five Dollars and Zero Cents (\$3,762,865.00). This Contract also provides for an additional contingency in the amount of One Hundred Eighty-Eight Thousand One Hundred Forty-Three Dollars and Twenty-Five Cents (\$188,143.25) 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 milestone) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Prompt Payment Affidavit.

9.2.7 Non-Discrimination in Contracting Policy.

9.2.8 Engineer's Recommendation for negotiated project details and price.

9.2.9 Part 15 General Specifications.

9.2.10 Part 16 Specifications for Water Distribution System, Materials and Construction.

9.2.11 Part 20 Specifications for Sodding, Fertilizing and Seeding.

9.2.12 Notice to Proceed (NTP).

9.2.13 Technical Specifications.

9.2.14 Special Provisions.

9.2.15 Drawings.

9.2.16 Permits/Easements.

9.2.17 Location Map.

9.2.18 Addenda number 1 to 5, inclusive.

9.2.19 Any modifications, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Contractor
_____BY

(CORPORATE SEAL)

Attest
_____Address for giving notices:

Date: _____

Owner
City of Columbia, SCBY

Teresa Wilson, City Manager

Attest

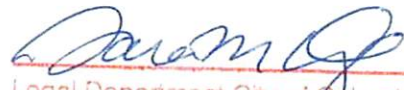
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Event Number	Bid027-23-24-LB Addendum 5	Organization	City of Columbia, SC
Event Title	Lake Murray WTP Taste & Odor Treatment	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on May 16th, 2024	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	5/7/2024 03:30:01 PM (ET)	Phone	
Close Date	6/20/2024 10:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
M. B. Kahn Construction Co., Inc	Columbia	SC	6/20/2024 09:47:28 AM (ET)	1	\$4,377,100.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Cassandra Fletcher, Compliance Administrator

FROM: LaTrelle Bowdry, Procurement Specialist I
Department of Procurement and Contracts

DATE: September 5, 2024

PROJECT: BID027-23-24-LB Lake Murray WTP Taste & Odor Treatment System (WM4543)

Bids for this project were opened publicly at 10:00 a.m. on June 20, 2024 via Conference Call.

The bids submitted for this project were in participation with the Columbia Disadvantage Business Enterprise (CDBE). The apparent responsive low bidder is M.B. Kahn Waterworks, LLC, of Columbia, SC at \$3,762,865.00.

Please review for 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: Cassandra Fletcher **Date:** 9/5/2024
Cassandra Fletcher, Compliance

Administrator

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

11.f

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	City of Columbia Vendor number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Sig-Cox D45RM1YY2JQ5	V018221	HVAC	40,000	1.06	NA	NA
Gregory Electric MA3MTM2TMFC7	V001665	Electrical	496,000	13.18	NA	NA
Harrelson QLKAD86KCP46	V015904	Painting	80,000	2.13	NA	NA
DESA CDNVTAGF4537	V000544	Skilled/Unskilled Craft Labor Services	35,000	0.93	CDBE, MBE, WBE	BF
Heyward HJL4B3ES3D73/7VZG2	V018293	Mixers	139,060.80	3.70	NA	NA
LA Barrier EAYYBMUF4EG9	V000047	Hauling	5,000	0.13	CDBE/DBE/WBE	FB
Point Source Environmental RWBRW1GA1WB4	V018233	Erosion Control	15,000	0.40	DBE/WBE	FB
ZBS & Associates LLHKNCVZDXK2	V018231	Fuel	5,000	0.13	DBE,WBE,SBE,M BE,	BF
Enterprise Rebar UEI Pending	V018232	Rebar Installer	58,000	1.54	DBE	BM

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$ 873,060.80

TOTAL CONTRACT AMOUNT: \$ 3,762,865.00

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

Business Name: - M. B. Kahn Waterworks, LLC

Representative Name/Title: William P. Edmonds/Executive Vice President

Date: 06/20/2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Sig-Cox

Company Name

1431 Greene Street

Physical Address

Same as Above

Mailing Address

Augusta, GA 30901

City/State Zip Code + 4

706 722-5304

()

Phone number

Unknown

()

Fax number

Clay Cross

NA

Primary Contact Name

Secondary Contact Name

ccross@sigcox.com

NA

Primary Contact Email Address

Secondary Contact Email Address

58-0874155

19520

Federal ID #

Vendor #

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

Gregory Electric Co., Inc.

Company Name

2124 College St.

Physical Address

PO Box 1419

Mailing Address

Columbia, SC 29202

City/State Zip Code + 4

803 748-1122

()

Phone number

Unknown

()

Fax number

gjolly@gregoryelectric.com

NA

Primary Contact Name

Secondary Contact Name

57-0362682

Primary Contact Email Address

Secondary Contact Email Address

57-0362682

7200

Federal ID #

Vendor #

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

DESA, Inc.

Company Name

400 Percival Rd.

Physical Address

Mailing Address

Columbia, SC 29206

City/State Zip Code + 4

803 743-1124

()

Phone number

NA

()

Fax number

Diane Sumpter

NA

Primary Contact Name

Secondary Contact Name

dianes@desainc.com

NA

Primary Contact Email Address

Secondary Contact Email Address

To be provided

V000544

Federal ID #

Vendor #

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

Harrelson Painting

Company Name

107 Cuclasure Rd.

Physical Address

Same as Above

Mailing Address

Swansea, SC 29160

City/State Zip Code + 4

803 960-1791

()

Phone number

NA

()

Fax number

Lee Sharpe

NA

Primary Contact Name

Secondary Contact Name

leesharpe@harrelsonpainting.com

NA

Primary Contact Email Address

Secondary Contact Email Address

61-1549909

8971

Federal ID #

Vendor #

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

Point Source Environmental

Company Name

134 Ryder Ln.

Physical Address

Same as above

Mailing Address

Anderson, SC 29625

City/State Zip Code + 4

843 997-5930

NA

()

()

Phone number

Fax number

Rebecca Coats

NA

Primary Contact Name

Secondary Contact Name

rcoates@pointsource.us

NA

Primary Contact Email Address

Secondary Contact Email Address

To be provided

To be provided

Federal ID #

Vendor #

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

ZBS & Associates

Company Name

510 Plaza Dr. Suite 1245

Physical Address

Same as above

Mailing Address

Atlanta, GA 30349

City/State Zip Code + 4

404 968-9424

NA

()

()

Phone number

Fax number

Lisa H.

Nina C.

Primary Contact Name

Secondary Contact Name

zbsgaco@gmail.com

zbsgaco@gmail.com

Primary Contact Email Address

Secondary Contact Email Address

To be provided

To be provided

Federal ID #

Vendor #

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

Enterprise Rebar

Company Name

150 Prescott Rd.

Physical Address

Same as above

Mailing Address

Yemassee, SC 29945

City/State Zip Code + 4

(843) 575-6060

Phone number

() NA

Fax number

Ronald Smith

Primary Contact Name

NA

Secondary Contact Name

enterpriserebar1@gmail.com

Primary Contact Email Address

NA

Secondary Contact Email Address

To be provided

To be provided

Federal ID #

Vendor #

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

LA Barrier & Sons

Company Name

115 Barrier Ln.

Physical Address

Same as above

Mailing Address

Lexington, SC 29073

City/State Zip Code + 4

(803) 356-2351

Phone number

() NA

Fax number

Daniel Howard

Primary Contact Name

NA

Secondary Contact Name

danielhoward@labarrier.com

Primary Contact Email Address

NA

Secondary Contact Email Address

To be provided

V000047

Federal ID #

Vendor #

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

NA

Company Name

NA

Physical Address

NA

Mailing Address

NA

City/State Zip Code + 4

() NA

Phone number

() NA

Fax number

NA

Primary Contact Name

NA

Secondary Contact Name

NA

Primary Contact Email Address

NA

Secondary Contact Email Address

NA

Federal ID #

NA

Vendor #



MEETING DATE: September 17, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-073 - Approval for
Conveyance of City Property Located at 5003
Rhett Street and identified as Richland County
TMS#11701-10-03; CF#250-645

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on September 3, 2024.

ATTACHMENTS:

- **#a:** 5003 Rhett OBO Memo (PDF)
- **#b:** 2024-073 - Ordinance __ Conveyance of 5003 Rhett St (PDF)

HISTORY:

09/03/24

Columbia City Council

APPROVED ON FIRST READING.



Office of Business Opportunities

1401 Main Street, 4th Floor, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-401-8859

MEMORANDUM

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

From: Ms. Ayesha Driggers, Director
Office of Business Opportunities

CC: Ms. Melissa Gentry, Assistant City Manager

Gale Nash, Real Estate Division Manager
Columbia Water

Date: August 27, 2024

Subject: Sell of 5003 Rhett Street, Columbia, SC 29203

The City of Columbia acquired the subject property on August 20, 2019 through a foreclosure action on a defaulted loan made by the Office of Business Opportunities.

8-20-2019: The City of Columbia acquired the subject property through a foreclosure action on a defaulted loan. The original loan was \$95,000 and the balance at the time of foreclosure was \$91,994.20.

There has been some interest in this property since the City acquired it and the Office of Business Opportunities wishes to dispose of this property to a prospective buyer who has proposed the best offer.

12-7-2022: An appraisal was completed on the subject property by Property Solutions, LLC. The appraised value of the property was determined to be \$100,000.

OBO is willing to accept the offer of \$100,000 (As-Is).

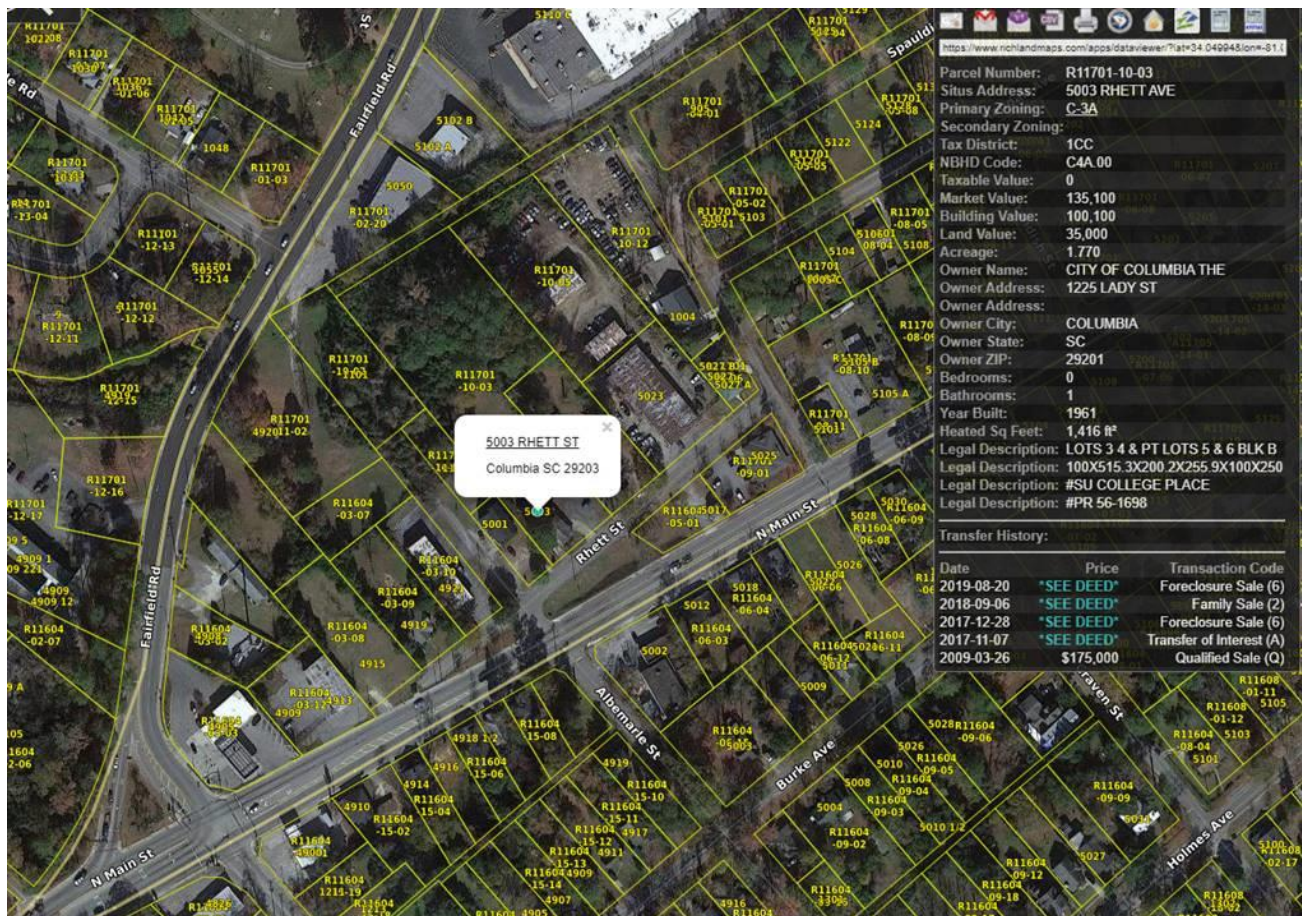
At this time, the OBO has requested that the Real Estate Division facilitate the process to consummate the sale of this property to the prospective buyer for \$100,000.



Office of Business Opportunities

1401 Main Street, 4th Floor, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-401-8859

Request your approval to move forward with facilitating the process to consummate the sale of this property to the prospective buyer for \$100,000.



ORDINANCE 2024-073

*Approval for Conveyance of City Property Located at 5003 Rhett Street and Identified as
Richland County TMS#11701-10-03; CF#250-645*

WHEREAS, the subject property consists of a commercial building and lot acquired by the City of Columbia in a foreclosure action; and

WHEREAS, this property is managed by the Office of Business Opportunities and was obtained using federal funds. The City's minimum price for this property was set at \$100,000 in its as-is condition per an appraisal of the property; and

WHEREAS, public notices of the City's disposition of the subject property were transmitted to 23 neighboring property owners; and

WHEREAS, an offer to purchase the subject property for the full amount of \$100,000.00 was recently received; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2024, for and in consideration of the sum of One Hundred Thousand Dollars and No/100s (\$100,000.00) Dollars, the City Manager is hereby authorized to sign all documents necessary for this transaction and execute a deed on behalf of the City of Columbia to **RONITA CAESAR** for the conveyance of the subject property known as 5003 Rhett Street.

The referenced site is identified as 5003 Rhett Street as shown on a plat prepared for McCollum Myers Mortuary by Robert E. Collingwood, Jr., SC R.L.S. #2318 of Collingwood Surveying, Inc., dated April 21, 2009 and being on file in the office of the Department of Engineering under file reference #250-645. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

LEGAL DEPARTMENT DRAFT

Requested by:

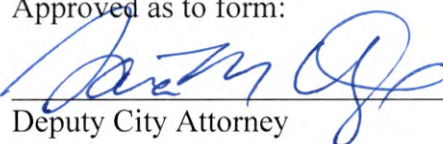
ACM Clint E. Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

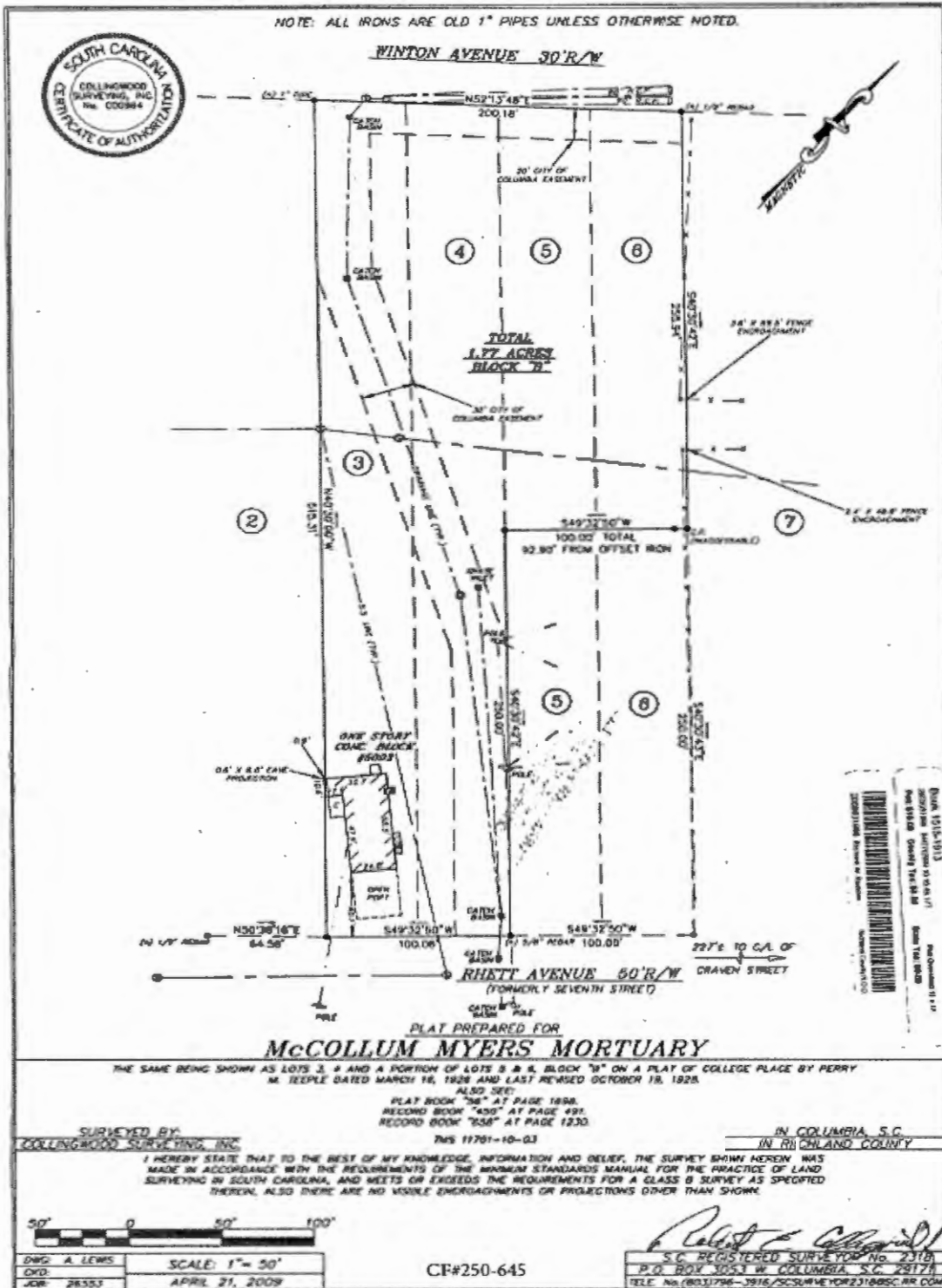
Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"

Instrument Number: 000001865 Date: 04/21/2009 Case Time: 04/21/2009 10:45:17



LEGAL DEPARTMENT DRAFT



MEETING DATE: September 17, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-074 - Granting a Second Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places through July 31, 2026

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on September 3, 2024.

ATTACHMENTS:

- **#a:** 2024-074 - MCImetro(Verizon)(second renewal) (PDF)
- **#b:** Ordinance_2020_069_Granteeing_MCImetro_Access_Transmission_Service_right_of_way_access (PDF)

HISTORY:

09/03/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-074

Granting Second Renewal to MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, Ordinance No.: 2020-069 granting MCImetro Access Transmission Services Corp., its successors and assigns the right, power and authority to construct, install, maintain and operate in, over, upon and under the streets and public places of the City of Columbia, its lines, poles, wires, cable and other telecommunications facilities to render telecommunications service to its customers in the limits of the City of Columbia for such period as provided herein; and to provide the payment of compensation for the use of streets and public places was adopted on August 4, 2020 and providing for a two-year term; and

WHEREAS, Ordinance No.: 2022-033 granting First Renewal to MCImetro Access Transmission Services Corp., its successors and assigns the right, power and authority to construct, install, maintain and operate in, over, upon and under the streets and public places of the City of Columbia, its lines, poles, wires, cable and other telecommunications facilities to render telecommunications service to its customers in the limits of the City of Columbia for such period as provided herein; and to provide the payment of compensation for the use of streets and public places was adopted on August 16, 2022 and providing for a two-year term; and

WHEREAS, MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation ("Company") has requested consent of the City of Columbia to renew said 2020 agreement and continue to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this _____ day of _____, 2024, as follows:

That the 2020 Access Agreement between MCImetro Access Transmission Services Corp. and the City of Columbia is hereby renewed for an additional two-year term as provided therein with the renewal term now extended through July 31, 2026.

This ordinance is effective as of final reading.

LEGAL DEPARTMENT DRAFT

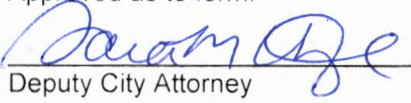
Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2020-069

Granting MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation ("Company") has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, other telecommunications providers either have or are likely to seek a similar consent; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this 4th day of August, 2020, as follows:

Section 1: As used in this ordinance, the word "Company" means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation existing under the laws of the State of South Carolina and duly authorized to do business in South Carolina, its successors and assigns.

Section 2: As used in this ordinance, the word "Municipality" means the City of Columbia, South Carolina.

Section 3: As used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200 (1) (1999), which includes operation and/or provision of access to transmission facilities and infrastructure for the transmission of voice, data, text, sound, and video using wired telecommunications networks, and 47 USC 153; provided, however, for purposes of this ordinance, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

Section 4: The non-exclusive right, power and authority are hereby granted and vested in the Company to construct, install, maintain, and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the Municipality, its lines, poles, antennas, wires, cables, cabinets; conduits, converters, equipment and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

Section 5: Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Energy Regulatory Commission. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

ORIGINAL
STAMPED IN RED

ORIGINAL
STAMPED IN RED

Section 6: All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the Mayor and Council of the Municipality. The city has a preference that all new construction will, wherever practicable and economically feasible, be placed underground; however, service lines, cables and/or equipment will be allowed to be placed aboveground if other existing service lines, cables and/or equipment in that area are installed aboveground. Any necessary aboveground construction will, wherever practicable, utilize existing utility poles. No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs after providing notice to Company and charge the reasonable cost thereof to and collect the same from the Company. The Company shall defend and save the Municipality harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of the Company's operations within the corporate limits of the Municipality, the exercise of the privileges granted to the Company by this ordinance, or the acts or omissions of the Company's employees, contractors, or agents, unless said liability or damage results from the negligence or willful misconduct of the Municipality, its employees, officers, contractors, or agents. Notwithstanding the foregoing, Company shall not be liable for damages, including but not limited to, delay damages, in the event Company suffers a force majeure or other event beyond its control.

Section 7: In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained may be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

Section 8: Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this ordinance does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

Section 9: The non-exclusive franchise and consent granted by this ordinance shall be in force and effect for an initial term of two (2) years, and thereafter may be renewed by mutual agreement of both parties in accordance with applicable laws and regulations. On or about the first anniversary of the grant of this franchise, upon the request of Municipality, Company and Municipality shall meet and review the terms of this Ordinance, and any concerns or issues raised in respect thereof, and negotiate in good faith any modifications as the parties may determine, in good faith, are necessary to address such concerns or issues with such consent for modification not unreasonably withheld.

Section 10: This franchise and consent ordinance is subject to the Constitution and laws of the State of South Carolina. In conforming this ordinance to the requirements of S.C. Code Ann. Section 58-9-2200 et. seq. as enacted by the General Assembly of South Carolina in 1999, the Municipality does not concede

or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Teresa A. Knox

City Attorney

Introduced: 7/21/2020

Final Reading: 8/4/2020

Mayor

ATTEST:

City Clerk



MEETING DATE: September 17, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-065 - Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.

Applicant: Edward Rose Assoc., LLC

Staff Recommendation: Approval

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

First reading approval was given on September 3, 2024.

ATTACHMENTS:

- **#a:** BroadRiver_ZPH_pkt (PDF)
- **#b:** 2024-065 - Annex and Incorporate 28.50 acres ES Broad River Road (PDF)

- #c: BroadRiver_28.50acES_Offer_Notice (PDF)
- #d: BroadRiver_28.50acES_Petition (PDF)

HISTORY:

08/20/24	Columbia City Council	DEFERRED
09/03/24	Columbia City Council	APPROVED ON FIRST READING.



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

28.50 acres E/S Broad River Road, TMS# 06112-05-33

Council District:	1
Proposal:	Request to annex the property, assign the land use classification of Urban Edge Mixed Residential (UEMR) and assign of zoning of Residential Mixed District (RM-2). The property is currently classified as Mixed Residential (High Density) and Mixed Use Corridor and zoned Residential 6 (R6) by Richland County.
Applicant:	Edward Rose Assoc., L.L.C.
Staff Recommendation:	Approval
PC Recommendation:	07/18/2024; Approval, (5-0)
ZPH, 1 st Reading:	08/20/2024; Pending
2 nd Reading:	09/03/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 28.50 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Development

Urban Service Area: Secondary Area

Current County Land Use Classification: Mixed Residential (High Density) and Mixed Use Corridor

Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)

Current County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Mixed District (RM-2)

Census Tract: 104.14

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed single-family residential subdivision would be approximately \$41,000 per year, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

If these are going to be rentals, they must have private waste service. If individually owned, City will provide service. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

Water Customer Care

The property is currently vacant and any new homes would represent new customers, who will pay water and sewer rates approximately 40% lower than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 250 townhomes. At build-out, the estimate real estate tax revenue generated for the City would be **approximately \$176,000 per year** based on anticipated taxable value of this development.

* Estimated City Tax Revenue is based on 2023 millage for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Secondary Area" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Areas

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within Secondary Areas should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) and Mixed Use Corridor by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The portion of the subject property that falls within Richland County is located within the study area of [The Broad River Corridor and Community Master Plan](#), adopted by Richland County in 2010. The property falls within the St. Andrews East Neighborhood Sub-Area (page 48), and the Plan assigned a proposed land use character district of Neighborhood Residential District to the property (page 32). The property is not located within the vicinity of a proposed catalyst project, and the conceptual plan depicts the property as existing open space/tree canopy (page 51).

ZONING

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the north and south, and Institutional - General District (INS-GEN) to the east. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the northwest and southwest, Residential 6 (R6) to the south, and Residential 5 (R5) to the west, across Broad River Road.

The proposed City of Columbia Zoning is Residential Mixed District (RM-2).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2) at the time of annexation.



Subject Property



Future Land Use

28.50 acres E/S Broad River Road; TMS# 06112-05-33

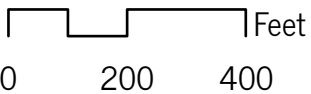
Current Richland Co. Future Land Use: Mixed Res. (High Density) & Mixed Use Corridor

Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

14.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

28.50 acres E/S Broad River Road; TMS# 06112-05-33

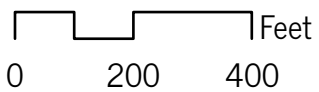
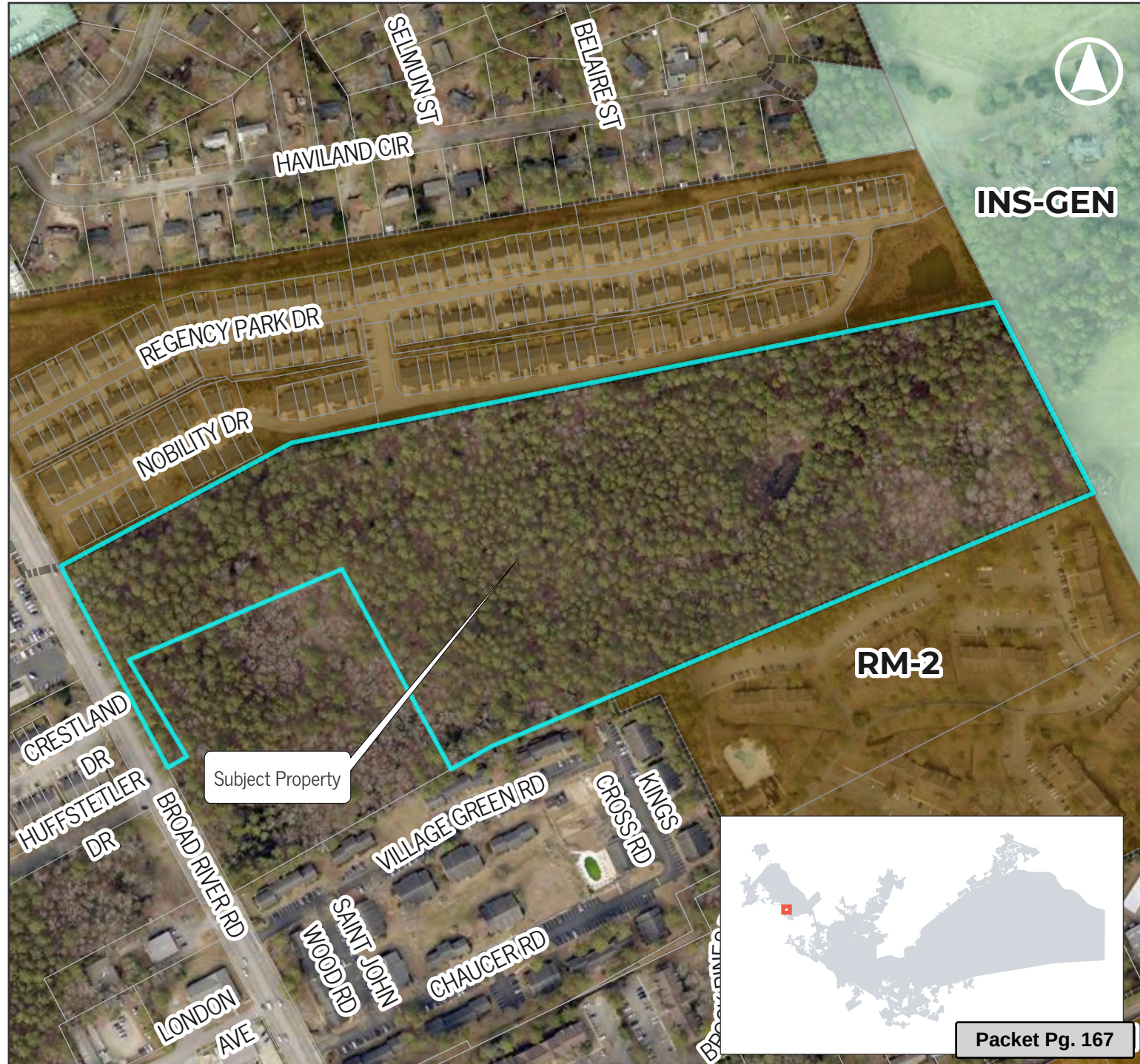
Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Mixed (RM-2)

14.a

Legend

-  RM-2: Residential Mixed
-  RM-1: Residential Mixed
-  INS-GEN: Institutional - General District
-  Parcels
-  City Limits



Planning & Development Services Department

Created by: swhudson Date: 6/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP

Proposed Future Land Use Classification

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



 parking  transit

UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Proposed Zoning District



RM-2: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
Lot Width, min. (ft.)	75[1]/18[2]	40
Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Cottage neighborhood development

Dwelling, live-work¹

Dwelling, multifamily

Dwelling, single-family detached

Dwelling, townhouse

Dwelling, two-family

Community recreation center

Cultural facility²

Day care facility¹

Library

Place of worship²

Public safety facility

Elementary, middle, or high school²

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Utility facility, major²

Utility facility, minor

Dry cleaning pick-up¹

Grocery store or food market²

Community garden¹

Crop production and processing²

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2024-065

Annexing 28.50 acres E/S Broad River Road, Richland County TMS #06112-05-33 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as E/S Broad River Road, Richland County TMS #06112-05-33 containing 28.50 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #1, Census Tract 104.14, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06112-05-33

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-065
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain 28.50 acre tract of land situate, lying and being in the County of Richland, State of South Carolina, northwest of the City of Columbia and also being a portion of that land surveyed for George E. Meetze, et al. by Palmetto Engineering, Inc., December 19, 1973; is as shown on a plat prepared for Edward Rose Associates, Inc., prepared by Leon Campbell and Associates, Inc. dated December 13, 1979; revised December 18, 1979, and further described as follows: Beginning at the point of beginning, being an iron (new) on the right-of-way of U. S. Highway 176 (Broad River Road) 423 feet, more or less, northwest of the entrance to Village Green Apartments, running N26°40'25"W along said right-of-way for a distance of 533.20 feet to an iron (new); thence turning and running N63°19'30"E through the land of N/F George Meetze, et al. for a distance of 595.79 feet to an iron (new); thence turning and running N80°03'30"E continuing through the N/F Meetze land for a distance of 1639.87 feet to an iron (new); thence turning and running S25°43'E along lands of the South Carolina Department of Corrections for a distance of 512.21 feet to an iron (old); thence turning and running S69°32'W along and contiguous with the northerly boundary of a plat prepared by Douglas E. Platt, Sr. dated January 8, 1974 and recorded in the R.M.C. Office for Richland County in Plat Book X, at page 3318 for a distance of 874.85 feet to an iron (old); thence turning and continuing along said northerly boundary S68°34'W for a distance of 719.91 feet to an iron (new); thence turning and running N24°53'W along property of N/F Louise Huffstetler for a distance of 519.66 feet to an iron (old); thence continuing along the said N/F Louise Huffstetler property the following courses and distances: S65°42'W for a distance of 529.03 feet to an iron (old); S25°43'30"E for a distance of 257.45 feet to an iron (old); thence S70°18'W for a distance of 54.91 feet to an iron (new) on the right-of-way of U. S. Highway 176, being the point of beginning.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: June 13, 2024
 RE: **Property Address:** 28.50 acres E/S Broad River Road
Richland County TMS#: 06112-05-33
Owner(s): Edward Rose Assoc., L.L.C.
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density) and Mixed Use Corridor
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Residential 6 (R6)
Proposed City Zoning: Residential Mixed District (RM-2)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 104.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 18, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

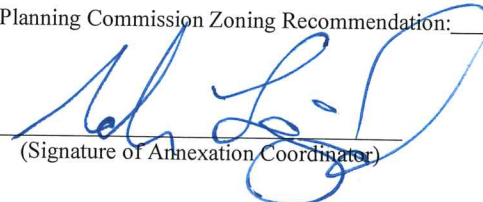
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator
 Aric Jensen, Assistant County Administrator – Richland County

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Shiriani Fuller, Richland County Engineering

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-2 (Zoning classification) by 5-0
 on 7/18/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Subject Property



Future Land Use

28.50 acres E/S Broad River Road; TMS# 06112-05-33

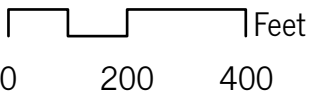
Current Richland Co. Future Land Use: Mixed Res. (High Density) & Mixed Use Corridor

Proposed City Future Land Use: Urban Edge Mixed Residential (UEMR)

14.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development Services Department

Created by: sw Hudson Date: 6/11/2024



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

28.50 acres E/S Broad River Road; TMS# 06112-05-33

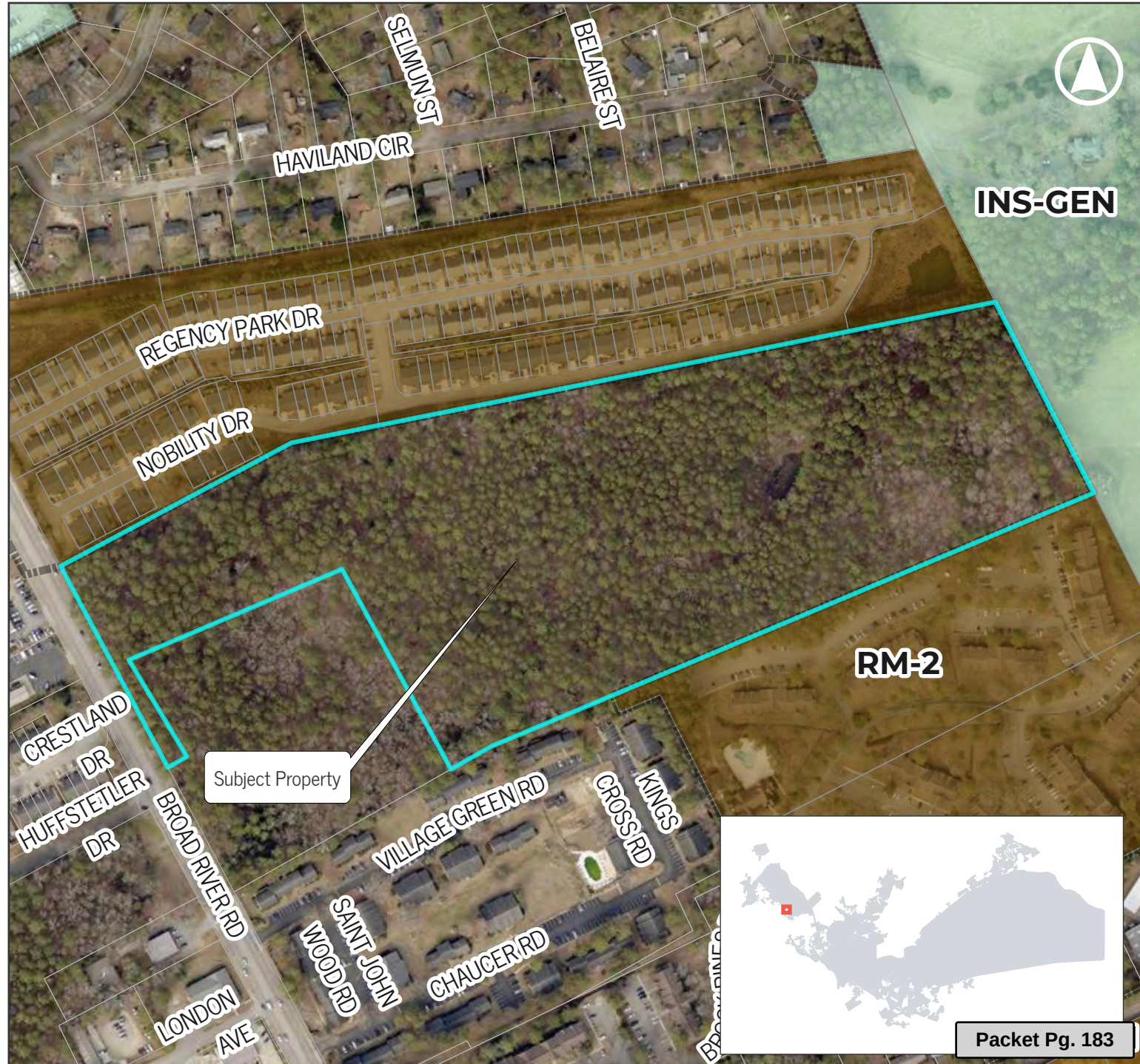
Current Richland Co. Zoning: R6

Proposed City Zoning: Residential Mixed (RM-2)

14.c

Legend

- RM-2: Residential Mixed
- RM-1: Residential Mixed
- INS-GEN: Institutional - General District
- Parcels
- City Limits



0 200 400 Feet

Subject Property

Planning & Development
Services Department

Created by: swhudson Date: 6/11/2024



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Packet Pg. 183

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

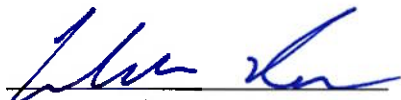
The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See Attached Exhibit "A"

Richland County TMS: 06112-05-33

Property Addresses: 28.50 acres E/S Broad River Road

Edward Rose Assoc., L.L.C.

BY: 
 (Signature)

Date: 6/6/24

Warren Rose
 (Print or Type Name)

ITS: Manager
 (Print or Type Title)

Exhibit "A"
Property Description

All that certain 28.50 acre tract of land situate, lying and being in the County of Richland, State of South Carolina, northwest of the City of Columbia and also being a portion of that land surveyed for George E. Meetze, et al. by Palmetto Engineering, Inc., December 19, 1973; is as shown on a plat prepared for Edward Rose Associates, Inc., prepared by Leon Campbell and Associates, Inc. dated December 13, 1979; revised December 18, 1979, and further described as follows: Beginning at the point of beginning, being an iron (new) on the right-of-way of U. S. Highway 176 (Broad River Road) 423 feet, more or less, northwest of the entrance to Village Green Apartments, running N26°40'25"W along said right-of-way for a distance of 533.20 feet to an iron (new); thence turning and running N63°19'30"E through the land of N/F George Meetze, et al. for a distance of 595.79 feet to an iron (new); thence turning and running N80°03'30"E continuing through the N/F Meetze land for a distance of 1639.87 feet to an iron (new); thence turning and running S25°43'E along lands of the South Carolina Department of Corrections for a distance of 512.21 feet to an iron (old); thence turning and running S69°32'W along and contiguous with the northerly boundary of a plat prepared by Douglas E. Platt, Sr. dated January 8, 1974 and recorded in the R.M.C. Office for Richland County in Plat Book X, at page 3318 for a distance of 874.85 feet to an iron (old); thence turning and continuing along said northerly boundary S68°34'W for a distance of 719.91 feet to an iron (new); thence turning and running N24°53'W along property of N/F Louise Huffstetler for a distance of 519.66 feet to an iron (old); thence continuing along the said N/F Louise Huffstetler property the following courses and distances: S65°42'W for a distance of 529.03 feet to an iron (old); S25°43'30"E for a distance of 257.45 feet to an iron (old); thence S70°18'W for a distance of 54.91 feet to an iron (new) on the right-of-way of U. S. Highway 176, being the point of beginning.



MEETING DATE: September 17, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO UPDATE PRINCIPAL USE TABLE FOR VETERINARY CLINICS**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

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

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

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

First reading approval was given on September 3, 2024.

ATTACHMENTS:

- **#a:** TA_vet clinic_packet_ZPH (PDF)
- **#b:** 2024-069 - Amending UDO, Article 4, Use Regulations (PDF)

HISTORY:

08/20/24	Columbia City Council	DEFERRED
09/03/24	Columbia City Council	APPROVED ON FIRST READING.



CITY COUNCIL

August 20, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE UPDATE PRINCIPAL USE TABLE

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

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: Approval (5-0)

DETAILS

The Unified Development Ordinance currently permits veterinary hospitals or clinics as a conditional use in all commercial districts as well as the Mixed-Use (MU-2) District. The use conditions are included below:

Veterinary hospitals and clinics shall comply with the following standards:

- 1) Areas in which animals are boarded shall be fully enclosed within a structure and sufficiently insulated so no unreasonable noise or odor can be detected off the premises. All boarded animals shall be kept within such a boarding area between the hours of 10:00 pm and 8:00 am;
- 2) Where the lot is adjacent to a residential zoning district or residential use, a side yard of not less than 30 feet and a rear yard of not less than 40 feet shall be provided;
- 3) Runs or areas for the training or periodic exercise of animals may be located outside, if they are located at least 35 feet from any lot line and screened from view from the street and from adjoining development;
- 4) All animal refuse shall be kept in airtight containers and disposed of on a regular basis.

Staff feels that veterinary clinics and hospitals are similar in intensity to medical and dental clinics, which are already permitted in the MU-1 district. In addition, the existing conditions for this use will deter any potentially adverse impacts on adjoining properties. When developed in accordance with these conditions, veterinary clinics in mixed-use districts can provide necessary services to nearby residential neighborhoods and serve as a benefit to the area.

STAFF RECOMMENDATION

Staff requests that City Council approve the request for text amendment.

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED			
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter														S			S						P	P	P	
	Kennel													C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic										C	C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C			P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P			P	P	P	
	Lawn, tree, or pest control services																	P			P			P	P		
	Linen or uniform supply														P			P			P			P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P			P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P	P							P	

ORDINANCE NO.: 2024-069

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

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2 (b) Principal Use Table, to permit veterinary hospital or clinic as a conditional use in the Mixed Use (MU-1) District is amended to read as follows:

LEGAL DEPARTMENT DRAFT

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL								S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED			
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C								P	Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P			P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P	P			P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C								C	Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

C = ALLOWED CONDITIONAL

S = ALLOWED AS SPECIAL EXCEPTION

BLANK CELL = PROHIBITED

Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Fraternity or sorority house									S	S		S			S		S		S							
	Residential care facility									S	S	S	S	S	S	S	S	S							S	Sec. 17-4.2(c)(1)b.3	
	Rooming house or boardinghouse										S		S		S	S				S						Sec. 17-4.2(c)(1)b.4	
PUBLIC, CIVIC, AND INSTITUTIONAL USES																											
Communication Uses	Broadcasting studio												P	P		P	P	P		P				P	P	P	
	Newspaper or periodical publishing establishment												P	P		P	P	P		P				P	P	P	
	Wireless communication facility[1]																										Sec. 17-4.2(c)(2)a.1
Community Service Uses	Community recreation center			P	P	P	P	P	P	P	P	P	P	P	P	P	S	P		P					P		
	Correctional facility																							S	S		
	Cultural facility		S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P				S		P	
	Day care facility		S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C	C	C					P	(c)(2)b.1	
	Government office									P	P	P	P	P	P	P	P	P	P	P		P	P	P			
	Library			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	
	Membership organization facility											P	P	P	P	P	P	P	S	P			P		P		
	Place of worship		S	S	S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C				C		C	Sec.17-4.2(c)(2)b.2
	Public safety facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Social services facility										P	P	P	P	P	P	P	P	P	P				P		P	

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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	Zoo																				P						
Education Uses	College or university												P	P	P	P	P	P	P	P	P				P		
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P		P				P		
	School, business or trade										S	P	P	P	P	P	P	P	P	P			P	P			
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P					P		
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P			P	P			
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P			P	P			
	Nursing care facility									P	S	P	P	P	P	P	P	P	P	P					P		
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P		P			
	Cemetery		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		P				P				
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)c
Transportation Uses	Airport																					P	P	P			
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
	Parking lot									C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.1
	Parking structure										S	C	C	C	S	C	S	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.2
	Passenger terminal, surface transportation											S	P	P	S	P	P	P	P	P	P	P	P	P	P	P	
	Railroad facility												S		S		P					P		P			
Utility Uses	Solar energy conversion system (large scale)		C																C	C	C	C	C	C	C		Sec. 17-4.2(c)(2)e.1
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	S	

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	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter													S			S							P	P	P	
	Kennel												C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic										C	C	C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental													C			P	C		C				P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research													P		P	P	P		P				P	P	P	
	Lawn, tree, or pest control services																P			P				P	P		
	Linen or uniform supply													P			P			P				P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P				P	P	P
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P								P	

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Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Contractor's office												P	P	P	P	P	P						P	P	P	
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P								P	
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P						P	
	Body piercing or tattoo establishment										C	C	C	C			C	C						C		C	Sec. 17-4.2(c)(3)d.1
	Dry cleaning pick-up								C	C	C	C	C	C		C	C	C	S	C				C	C	C	Sec. 17-4.2(c)(3)d.2
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P				P	P	P	
	Nail salon									P	P	P	P	P		P	P	P		P						P	
	Non-depository personal credit institution														C		C	C	C					C	C		Sec. 17-4.2(c)(3)d.3
	Repair of personal goods											P	P	P	P		P	P	P		P			P		P	
	Car wash											P		P	P			P						P	P	P	
	Recreation/ Entertainment Uses	Amusement park														P			P						P		
Arena, stadium, or outdoor theater															P		P	P	P	P	P			P			
Banquet hall													P	P	P		P	P	P		P					P	
Performing arts center													P	P	P	S	P	P	P	P	P	P					
Recreation facility, indoor, not elsewhere listed												C	C	C	C		C	C	C		S	C		C		P	Sec. 17-4.2(c)(3)d.4
Recreation facility, outdoor, not elsewhere listed										P	P	S	P	P		P	P	P		S	P					P	
Sexually-oriented business																								S	S		Sec. 17-4.2(c)(3)d.5

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Retail Sales Uses	Building supplies and equipment store											C/S		P			S	S					P		P	Sec. 17-4.2(c)(3)e.1
	Consumer goods store									P	P	C/S	P	P		C	P	C	P	P	P		P		P	Sec. 17-4.2(c)(3)e.1
	Convenience store											S	S	S		S	S	S		S			S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2
	Farmers' market	P	P							P	P	C/S	P	P	P	C	P	C	P	P	P	P	P		P	Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																S						P	P		Sec. 17-4.2(c)(3)e.1
	Grocery store or food market							S	S	P	P	C	P	P		P	C	P		P					P	Sec. 17-4.2(c)(3)e.1
	Liquor store											S	S	S		S	S	S					S		S	Sec. 17-4.2(c)(3)e.1
	Pawn shop												S	S	S		S	S	S							
Vehicle Sales and Services Uses	Commercial fuel depot																					P	P	P		
	Commercial vehicle repair and maintenance																		P			P	P	P		
	Commercial vehicle sales and rentals																C						C			Sec. 17-4.2(c)(3)f.1
	Gasoline sales and service station											C	C	C		C	C	C					C	C	C	Sec.17-4.2(c)(3)f.2
	Personal vehicle repair and maintenance												C	C		S	C						C	C	C	Sec. 17-4.2(c)(3)f.3

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	Personal vehicle sales and rentals														C		C	C	C					C		C	Sec. 17-4.2(c)(3)f.1
	Vehicle equipment supplies sales and rentals												P	P	P		P	P	P					P			
	Vehicle paint and finishing shop																							P	P	P	
	Vehicle towing and wrecker service																							C	C		Sec. 17-4.2(c)(3)f.5
Visitor Accommodations Uses	Bed and breakfast										P	P	P	P	P		P	P	P								
	Campground	S	S																								
	Hotel or motel													P	P	P	P	P	P							P	
AGRICULTURAL USES																											
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																					P	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C		C	Sec. 17-4.2(c)(4)a.1
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Forestry	P	P																								
INDUSTRIAL USES																											
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																							P	P		
	Motor freight facility																							P	P		
	Petroleum bulk station or terminal																								P		
	Warehouse distribution and storage																	S						P	P	P	
	Wholesale sales, not elsewhere listed																	S						P	P	P	

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Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Manufacturing, assembly, or fabrication, medium																	P						P	P	P	
	Manufacturing, assembly, or fabrication, heavy																								P		
Resource Extraction Uses	Mining																								S		
Waste-Related Uses	Composting facility																							S	P		
	Junk, salvage, scrap, or wrecking yard																							S	S		
	Recycling center																							S	S		Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																							S	C		Sec. 17-4.2(c)(5)b.2
	Refuse disposal																								P		

NOTES:

[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).

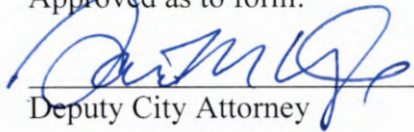
Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: September 17, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for 1425 and 1430 Laburnum Drive, TMS#
13706-13-10

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-075 - Annexing 1425 and 1430 Laburnum Drive, TMS# 13706-13-10 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR 1) and assign of zoning of Residential Single Family Small Lot District (RSF-3) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 3

Applicant: Chanda W. Davis

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting cancelled and 09/12/2024; Recommend Approval (8-0)

ATTACHMENTS:

- **#a:** Ordinance_2024-075 Annexing and Incorporating 1425 and 1430 Laburnum Drive (PDF)
- **#b:** ANNEX-2024-0017_Laburnum1425_ZPH_pkt (PDF)
- **#c:** Laburnum1425_Offer_Notice(PDF)
- **#d:** 2024-075 Laburnum1425_Petition (PDF)

ORDINANCE NO.: 2024-075

*Annexing and Incorporating 1425 and 1430 Laburnum Drive,
Richland County TMS# 13706-13-10*

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 _____, 24, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2024-075 on September 4, 2024, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Residential Single Family Small Lot (RSF-3), apportioned to City Council District 3, Census Tract 26.05, contains 0.66 acres, and shall be assigned a land use classification of Urban Core Residential Small Lot (UCR-1)

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13706-13-10

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:


City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2024-075

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as LOT A-1 and LOT A-2, 0.42 and 0.24 acres respectively, on a Plat prepared for Chanda Davis by Ben Whetstone Associates on December 27, 2023, revised January 4, 2024, and recorded in the Richland County ROD at Plat Book 2901 Page 3046 on February 21, 2024. Said parcel having such boundaries and measurements as shown on said Plat.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as LOT A-1 and LOT A-2, 0.42 and 0.24 acres respectively, on a Plat prepared for Chanda Davis by Ben Whetstone Associates on December 27, 2023, revised January 4, 2024, and recorded in the Richland County ROD at Plat Book 2901 Page 3046 on February 21, 2024. Said parcel having such boundaries and measurements as shown on said Plat.

Richland County TMS: 13706-13-10

Property Addresses: 1425 Laburnum Drive

 Chanda Davis

Date: _____



CITY COUNCIL

September 17, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1425 and 1430 Laburnum Drive, TMS# 13706-13-10

Council District:	3
Proposal:	Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR-1) and assign of zoning of Residential Single Family Small Lot District (RSF-3) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.
Applicant:	Chanda W. Davis
Staff Recommendation:	Approval
PC Recommendation:	08/08/2024; Meeting cancelled 09/12/2024; Approval (7-0)
ZPH, 1 st Reading:	09/17/2024; Pending
2 nd Reading:	10/01/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.66 acres

Current Use: Vacant Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current County Zoning: R4

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3)

Census Tract: 26.05

DETERMINATION FOR CITY SERVICES

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

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve two single family residences would be **approximately \$250 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The Solid Waste Division provides service nearby, though this would be the first service on the block. The approximate cost to provide Solid Waste services to a single-family residence is **\$225 a year**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation.

Water Customer Care

The account owner(s) will pay water and sewer rates approximately 40% lower than out-of-city customers. The parcels are currently vacant and any development will represent new customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole - Primary within the Urban Service Area plan. The tax parcel is currently vacant, and has been recently subdivided into two lots. The estimated real estate tax revenue generated for the City would be **approximately \$1,650 per year** based on an estimated taxable value of two single family residences at this location.

* Estimated City Tax Revenue is based on 2023 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as Donut Hole - Primary is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Residential Small Lot (UCR-1). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). The plan did not propose a future land use for the subject property, due to its location outside of the municipal boundary (Ch. 4, pg. 30, Map 4.2). The property is however located within the area identified as a potential neighborhood design overlay (Ch. 4, pg. 32, Map 4.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

ZONING

The property is currently zoned Residential 4 (R4) by Richland County. Adjacent parcels within the City of Columbia – to the north – are zoned Residential Single Family Small Lot District (RSF-3). Adjacent parcels in unincorporated Richland County are currently zoned Residential 4 (R4).

The proposed City of Columbia Zoning is Residential Single Family Small Lot District (RSF-3).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends annexation of the property and the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot (RSF-3) at the time of annexation.



Future Land Use

1425 and 1430 Laburnum Drive, TMS# 13706-13-10
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

16.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

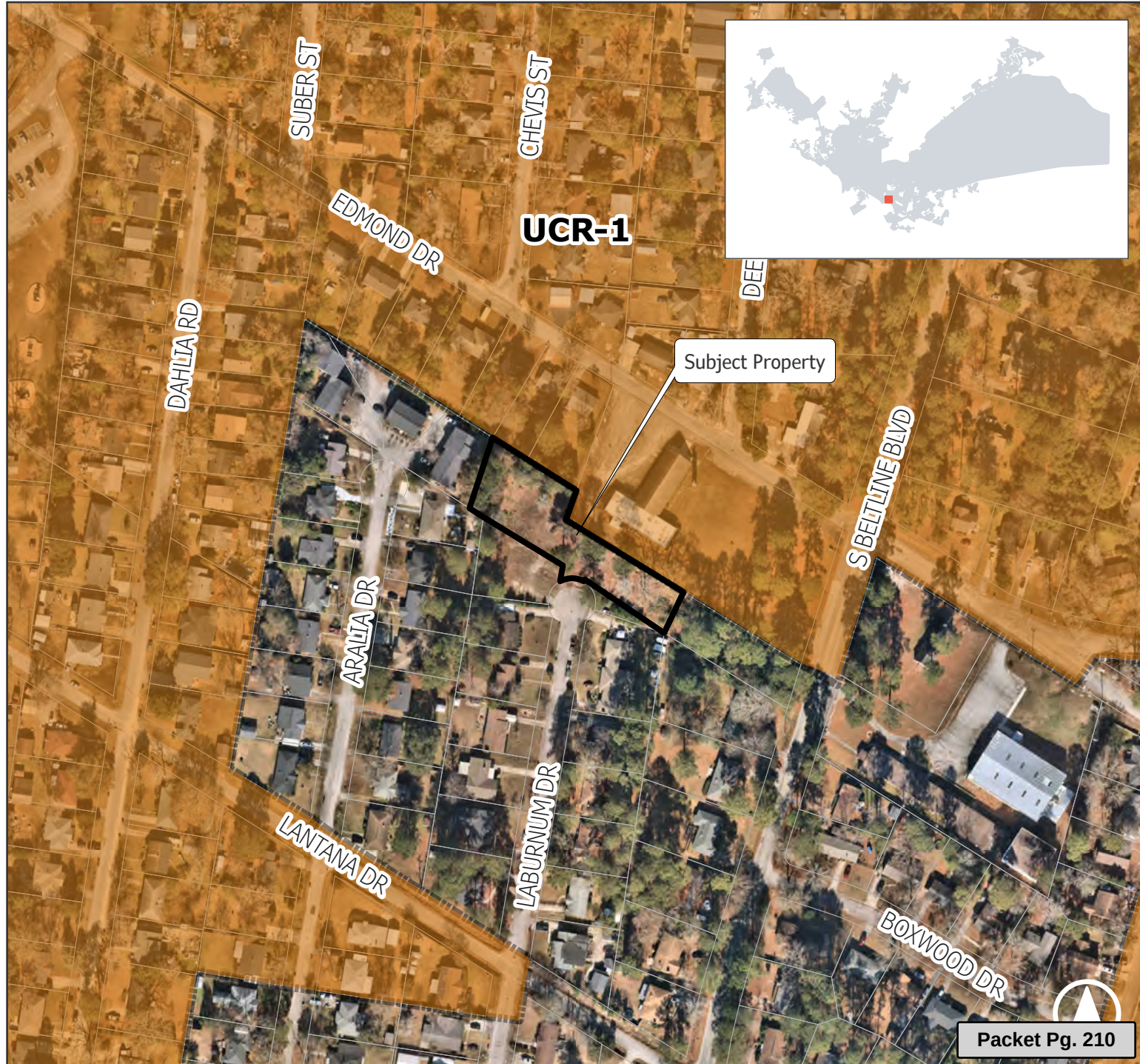
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Planning & Development
 Services Department

Created by: sw Hudson Date: 7/18/2024

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Zoning

1425 and 1430 Laburnum Drive, TMS# 13706-13-10

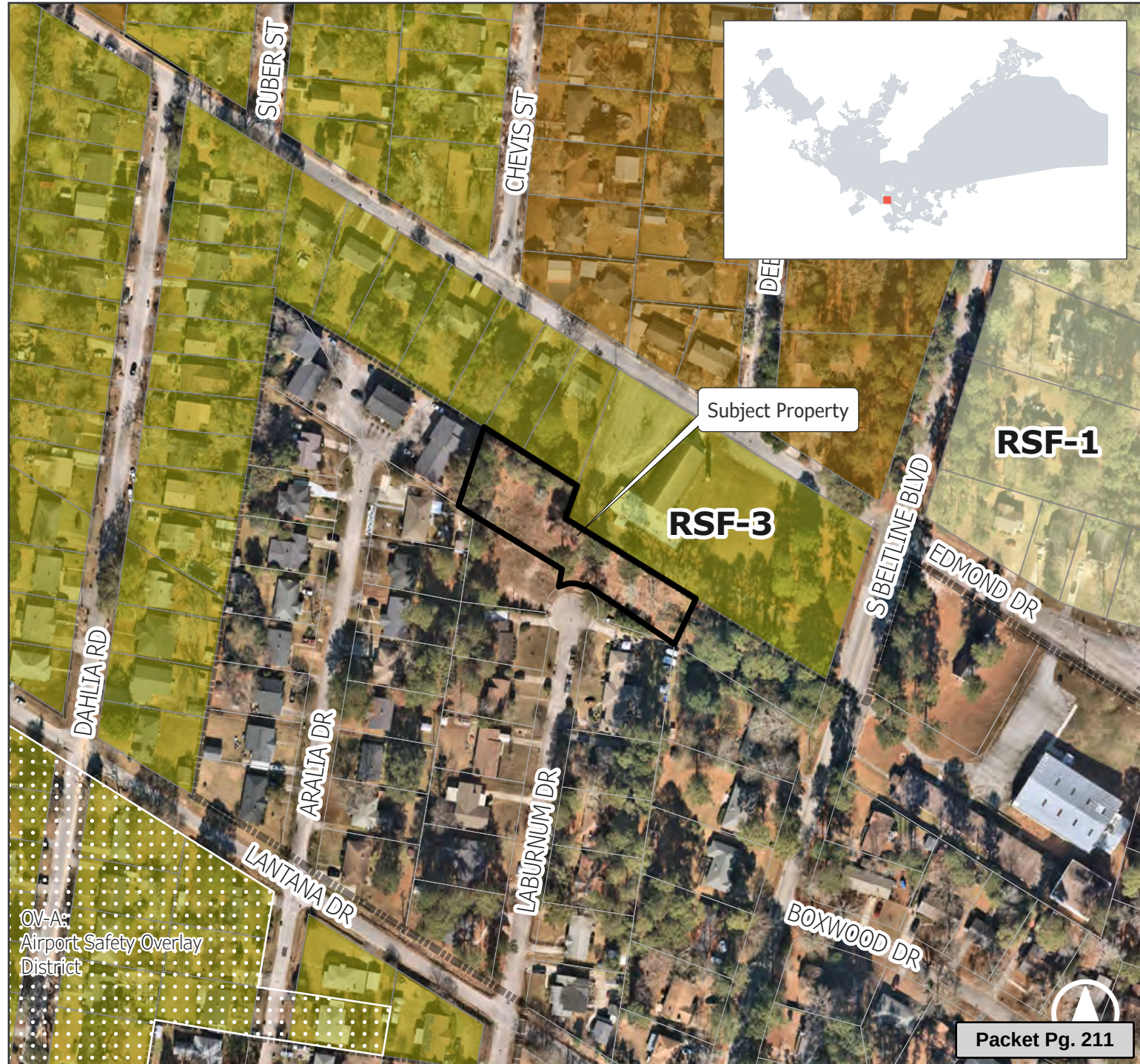
Current Richland County Zoning: R4

Proposed City Zoning: Residential Single Family - Small Lot District (RSF-3)

16.b

Legend

- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-1: Residential Mixed
- OV-A: Airport Safety Overlay District
- Parcels
- City Limits



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Planning & Development
Services Department

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

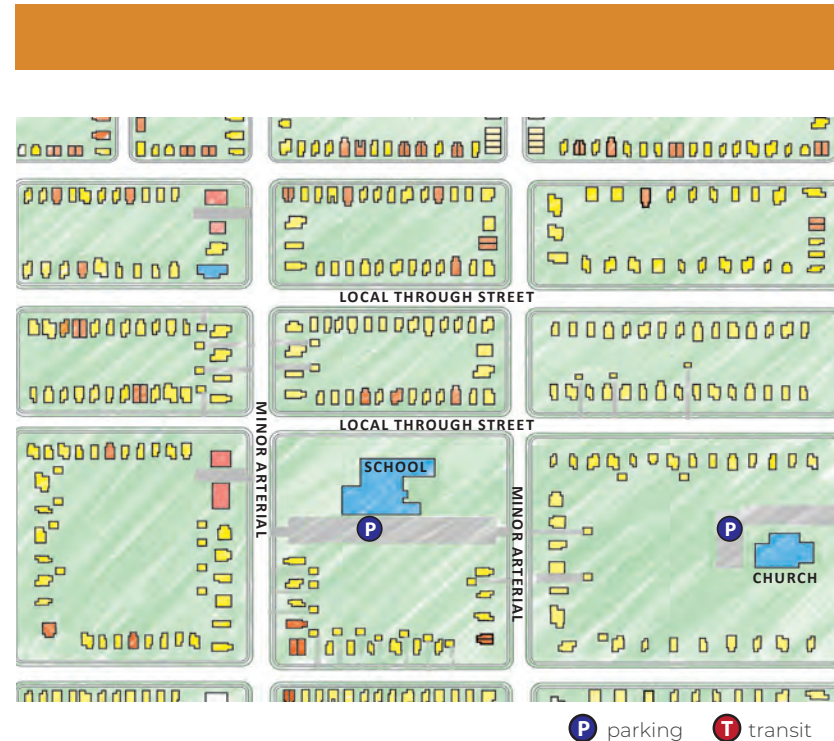
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: 7/19/2024

RE: **Property Address:** 1425 and 1430 Laburnum Drive
Richland County TMS#: 13706-13-10
Owner(s): Chanda W. Davis
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential 4 (R4)
Proposed City Zoning: Residential Single Family Small Lot (RSF-3)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 26.05

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 **August 8, 2024** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

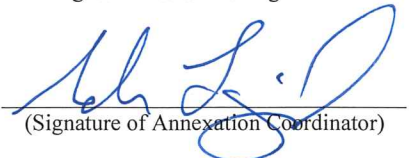
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator
 Aric Jensen, Assistant County Administrator – Richland County

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Wendy Royal, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator
 Shiriani Fuller, Richland County Engineering

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 7 - 0
 on 9/12/24 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-3 (Zoning classification) by 7 - 0
 on 9/12/24 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property



Future Land Use

1425 and 1430 Laburnum Drive, TMS# 13706-13-10
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

16.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
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- UCMF - Urban Core Multi-family
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- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

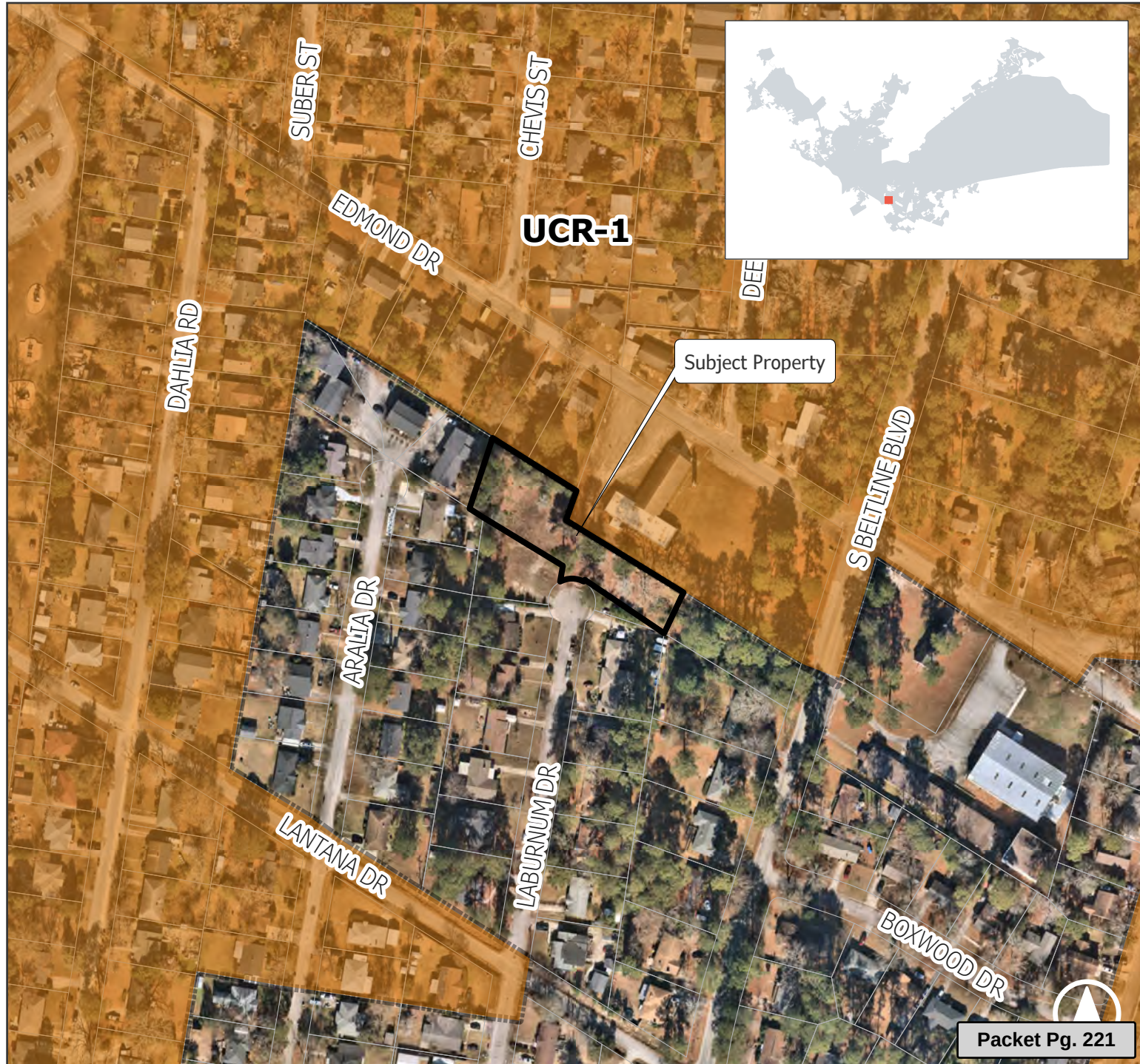
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Planning & Development
 Services Department

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Zoning

1425 and 1430 Laburnum Drive, TMS# 13706-13-10

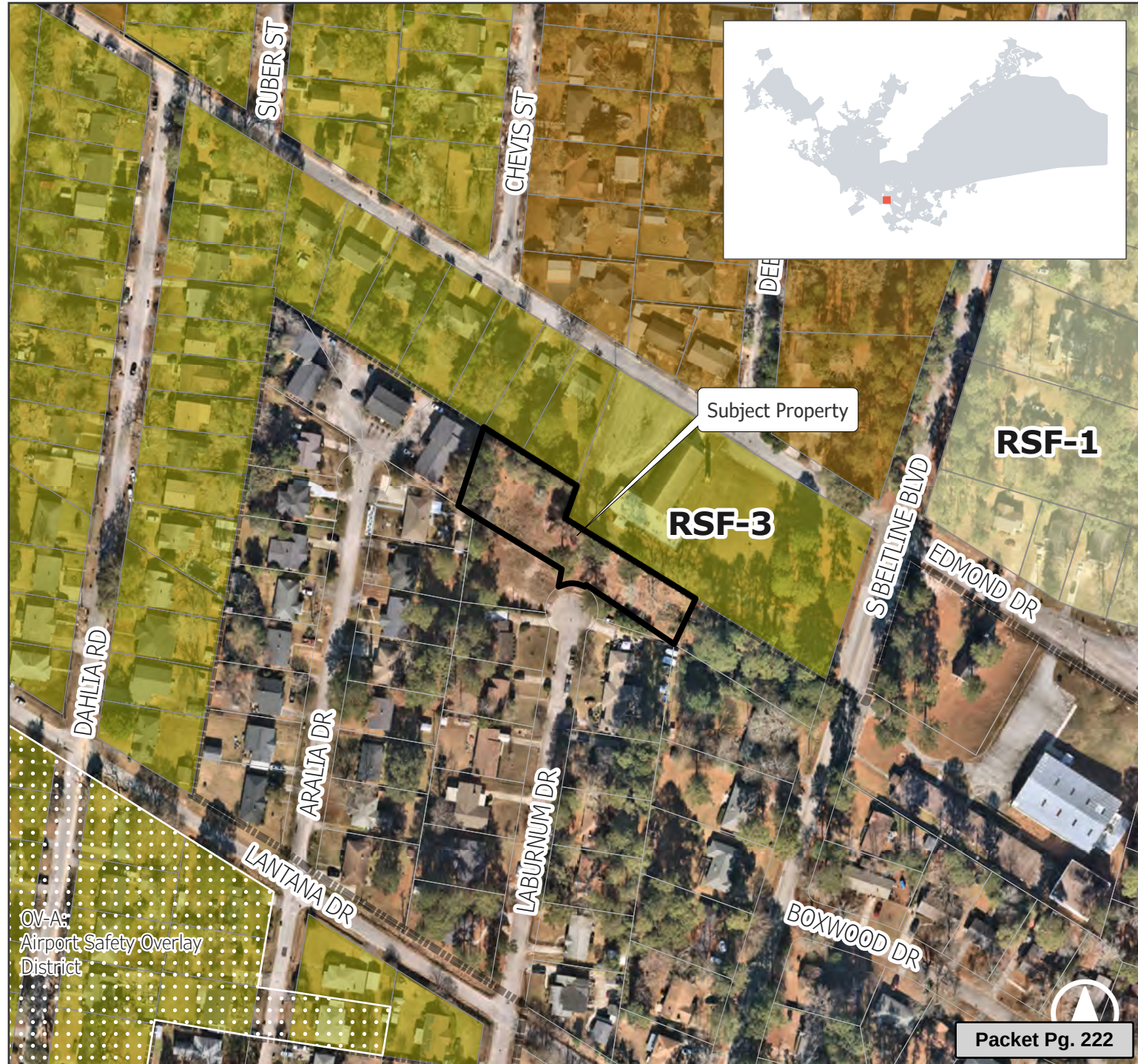
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Current Richland County Zoning: R4

Proposed City Zoning: Residential Single Family - Small Lot District (RSF-3)

Legend

- RSF-3: Residential Single Family - Small Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-1: Residential Mixed
- OV-A: Airport Safety Overlay District
- Parcels
- City Limits



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Planning & Development
Services Department

Created by: swudson Date: 7/18/2024

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Packet Pg. 222

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown as LOT A-1 and LOT A-2, 0.42 and 0.24 acres respectively, on a Plat prepared for Chanda Davis by Ben Whetstone Associates on December 27, 2023, revised January 4, 2024, and recorded in the Richland County ROD at Plat Book 2901 Page 3046 on February 21, 2024. Said parcel having such boundaries and measurements as shown on said Plat.

Richland County TMS: 13706-13-10

Property Addresses: 1425 Laburnum Drive

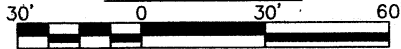


Chanda Davis

Date: 7/11/2024



REVISED PER COUNTY
 *REVISED: JANUARY 4, 2024
 DECEMBER 27, 2023*
 SCALE: 1" = 30'



FLOOD INFORMATION:
 THESE LOTS ARE LOCATED IN FLOOD ZONE "X" PER
 FEMA MAP #45079C0376L, DATED 12/21/2017.

BEN WHETSTONE ASSOCIATES
 1321 AUGUSTA ROAD
 WEST COLUMBIA, SC 29169
 PHONE (803) 791-8467



SOUTH BELTLINE
 BAPTIST CHURCH
 (N/F)
 TMS 13706-13-09

CURVE	BEARING	CHORD	LENGTH	RADIUS
C1	N58°34'52"W	25.95	26.47	38.41
C2	S80°43'58"W	27.46	28.08	38.41
C3	S27°30'01"W	38.04	39.82	38.10

NOTES:

THESE LOTS MAY CONTAIN EASEMENTS
 AND SETBACKS OF RECORD.

ALL UNLABELED P/L CORNERS ARE
 OLD CONC. MONUMENT.

IRB = OLD 1/2" REBAR.

IPT = OLD 1" PINCH TOP.

IN = NEW 1/2" REBAR.

ELIZABETH
 QUACH
 (N/F)
 TMS 13706-13-08

LOT A-1
 0.42 acre

MATHEW
 HOLDEN
 (N/F)
 TMS 13706-13-07

ANDREA
 S. MAHONE
 (N/F)
 TMS 13706-13-06

ARALIA
 APARTMENT LLC
 (N/F)
 TMS 13706-13-12

PLAT PREPARED FOR **CHANDA DAVIS**

LOT A-3
 AL-AMOUDI KAHLID
 (N/F)
 TMS 13706-13-23

VB ONE LLC
 (N/F)
 TMS 13705-08-02

DAVID R.
 SCHULTZ, Sr.
 (N/F)
 TMS 13705-08-13

1429 LABURNUMLL
 (N/F)
 TMS 13706-13-22

JAMES DAVID
 MARTIN
 (N/F)
 TMS 13705-07-01

ANNING & DEVELOPMENT SERVICES
 RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 1/21/2024

RCF # 13706-13-06

Signature [Signature]

Benjamin H. Whetstone
 BENJAMIN H. WHETSTONE, R.L.S.
 S.C. REGISTRATION NUMBER 2904

Book 2901-3046
 2024007654 02/21/2024 15:56:16:217
 Fee: \$25.00
 County Tax: \$0.00
 State Tax: \$0.00
 John T. Hopkins II
 2024007654
 Richland County R.O.D.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN
 HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING
 IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO
 THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



MEETING DATE: September 17, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to include 207 Wateree Avenue, TMS# 11306-04-27, as a Type 2 Landmark**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-072 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix B: Type 2 Landmarks

Council District: 3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix B: Type 2 Landmarks to establish the property as a City of Columbia Landmark

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting Cancelled and 09/12/2024; Recommend Approval (8-0)

D/DRC Recommendation: 08/15/2024; Recommend Approval (9-0)

ATTACHMENTS:

- **#a:** 2024-072 - UDO Amendment Appendix B Type 2 Landmarks (PDF)
- **#b:** TA-2024-0005_207 Wateree_ZPH Packet (PDF)

ORDINANCE NO.: 2024-072

*Amending the Unified Development Ordinance of the City of Columbia, South Carolina,
Appendix B: Type 2 Landmarks*

BE IT ORDAINED by the Mayor and Council this ____ day of ____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix B: Type 2 Landmarks is amended to read as follows:

APPENDIX B: TYPE 2 LANDMARKS

Type 2 Landmarks are established in Table B: Type 2 Landmarks.

TABLE B: TYPE 2 LANDMARKS	
LOCATION	NAME
Assembly Street	
1320-22	Star Music
1324-28	Bonded Loan Office
Barnwell Street	
2025	—
Belmont Drive	
1316	Huger-Trenholm-Heyward-Sylvan House
Blanding Street	
603	Cottage
1315	Ehrlich House
1316	Boozer-Davis Cottage
1512	Good Shepherd Episcopal Church
1531	Howe House
Bull Street	
2000-2100 Blks. E.	Male and Female Dining Halls
Calhoun Street	
1421	Cottage
Gervais Street	
1316	Gray House-Dora Gray Shop
Gregg Street	
915	Pressley-Spiegner House
1414	—
Hampton Street	
1401	TMS #11402-03-03
1416	Heise-Meehan-Guignard House
1611	Moore-Mann House

LEGAL DEPARTMENT DRAFT

TABLE B: TYPE 2 LANDMARKS

LOCATION	NAME
Harden Street	
2150	Parker Annex Building TMS #11501-01-01(p)
Heathwood Circle	
No. 21	Heathwood Hall
	Seibels-Wilson House
Henderson Street	
816	Old Trinity Rectory
Heyward Street	
339	—
Lady Street	
1321	TMS #11401-01-05
Laurel Street	
721	Civil Cottage
1511-13	Sims-Stackhouse House
Laurens Street	
930	TMS #11405-11-23
Main Street	
1530	Old State Bank-Eckerds
1537	—
1556	—
1601	—
1607	—
1614	TMS #09014-04-16
1626	TMS #09014-04-18
Marion Street	
1012	Phillips House
2025	Cottage
Myrtle Court	
	Myrtle Court Fountain
Park Street	
1325	TMS #09013-12-09
1416	—
Richland Street	
1301	Ebenezer Lutheran Church
1403	Simons Cottage
1430	Orchard House
1501	Wade-Campbell-Wright House
1522	Victorian Cottage
1601	Hale-Elmore-Seibels House

LEGAL DEPARTMENT DRAFT

TABLE B: TYPE 2 LANDMARKS

LOCATION	NAME
Saint Clair Drive	
4203	Dovilliers-Manning-Magoffin Cottage
Saluda Avenue	
203	Heslep House
Stratford Road	
2626	—
Sumter Street	
1230	(1310 Lady Street) TMS #11401-03-01(p)
Taylor Street	
2027	—
Washington Street	
1316	—
<u>Wateree Avenue</u>	
<u>207</u>	<u>Wilburn Plan Book House</u>
Wilmot Avenue	
2300	TMS #11311-04-01
Fort Jackson Reservation	
	Dozier House

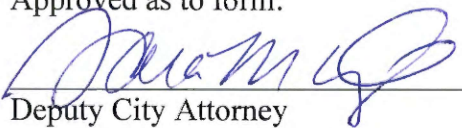
Requested by:

ACM Gentry_____
Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

September 17, 2024 at 4:00 P.M.

Busby Street Community Center, 1735 Busby Street, Columbia, S.C., 29203

Amendment to the Unified Development Ordinance to include 207 Wateree Avenue, TMS# 11306-04-27, as a Type 2 Landmark

Council District: 3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix B: Type 2 Landmarks to establish the property as a City of Columbia Landmark.

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting Cancelled
09/12/2024; Recommend Approval (8-0)

D/DRC Recommendation: 08/15/2024; Recommend Approval (9-0)

ZPH, 1st Reading: 09/17/2024; Pending

2nd Reading: 10/01/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Constructed 1924

Acreage: +/- 0.21 acres

Current Use: Residential

Proposed Use: Residential

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Residential Single Family – Small Lot District (RSF-3), within the Historic Preservation Overlay District (OV-HP, Wales Garden Architectural Conservation District)

Landmark Status: Type 2

HISTORICAL SIGNIFICANCE

The two-story home at 207 Wateree Avenue was built in 1924 based on the design of Leila Ross Wilburn, the state of Georgia's second female architect. While Leila Ross Wilburn had a small number of commissions throughout her career, she found success by producing a series of plan books that

made her designs accessible throughout the South. The house at 207 Wateree Avenue is one example of her plan book designs.

Wilburn was born in Macon, Georgia in 1885 and attended Agnes Scott College in the early 1900s. While at Agnes Scott, Wilburn took lessons in architectural drawing and eventually found an apprenticeship with a firm that focused on residences. In 1908, at the age of 23, Wilburn established her own practice in the male-dominated field of architecture. Setting herself apart, Wilburn's practice was built on her relationships with contractors and developers to whom she sold her plan books.

Much of Wilburn's work was influenced by the popular styles of her time, including the Craftsman Style. Popular in the first few decades of the 20th century, the Craftsman Style emphasized simple but well-designed and expertly built homes for all Americans. Inspired by the Craftsman ideal early in her career, the houses that she design were intended to be accessible to more Americans that could not necessarily afford to hire an architect.

Wilburn was dedicated to keeping up with modern trends and regularly traveled across the country taking photographs of houses that would inspire her work back home in Georgia. Wilburn published eight plan books throughout her 50+ year career; her first plan book, published in 1914 was *Southern Homes and Bungalows*. Others that followed kept up with the trends of the day, from Craftsman and Colonial Revival in the early years to Ranch and more mid-century inspired designs in the 1950s and 1960s.

The house design that closely resembles 207 Wateree Avenue was included in Wilburn's *Brick and Colonial Homes* as design No. 112. The book describes the house as an "uncommonly attractive design" with "very distinctive Colonial lines". A photograph and description of the house published in the newspaper in 1924 offers a clear understanding of the original design and home layout. The largest exterior changes that have been made to the house include an addition off the back and removing the second story balcony above the sunroom. Other features described include a black marble mantel that is still in place in the living room and the "handsome newel" and "gracefully rounded" steps of the staircase in the entryway. Overall, the home retains a high level of architectural integrity.

As an architecturally intact home, 207 Wateree Avenue is a great example of the work of the prominent female architect Leila Ross Wilburn whose use of plan books allowed for her designs to be accessible to those well outside of the Atlanta area where she was based.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The subject property is currently zoned Residential Single Family – Small Lot District (RSF-3) and is within a Historic Preservation Overlay District (OV-HP, Wales Garden Architectural Conservation District), as are the surrounding properties.

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

LANDMARK CRITERIA

Section 17-3.7(j)4(b) of the City of Columbia Unified Development Ordinance outlines the criteria for designation as a Type 2 Landmark: “Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City’s visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, or somewhat rare or distinctive architectural design;
- (ii) The work of an architect of statewide or local importance;
- (iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or
- (iv) The site of events or homes of persons that have significantly contributed to local or national history

Staff finds that 207 Wateree Avenue meets criteria (ii) for landmarking.

STAFF RECOMMENDATION

Staff recommends that the text of the Unified Development Ordinance, Chapter 17, Appendix B: Type 2 Landmarks be amended to establish the property as a City of Columbia Landmark.



Subject Property

Future Land Use

207 Wateree Avenue, TMS# 11306-04-27

17.b

Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

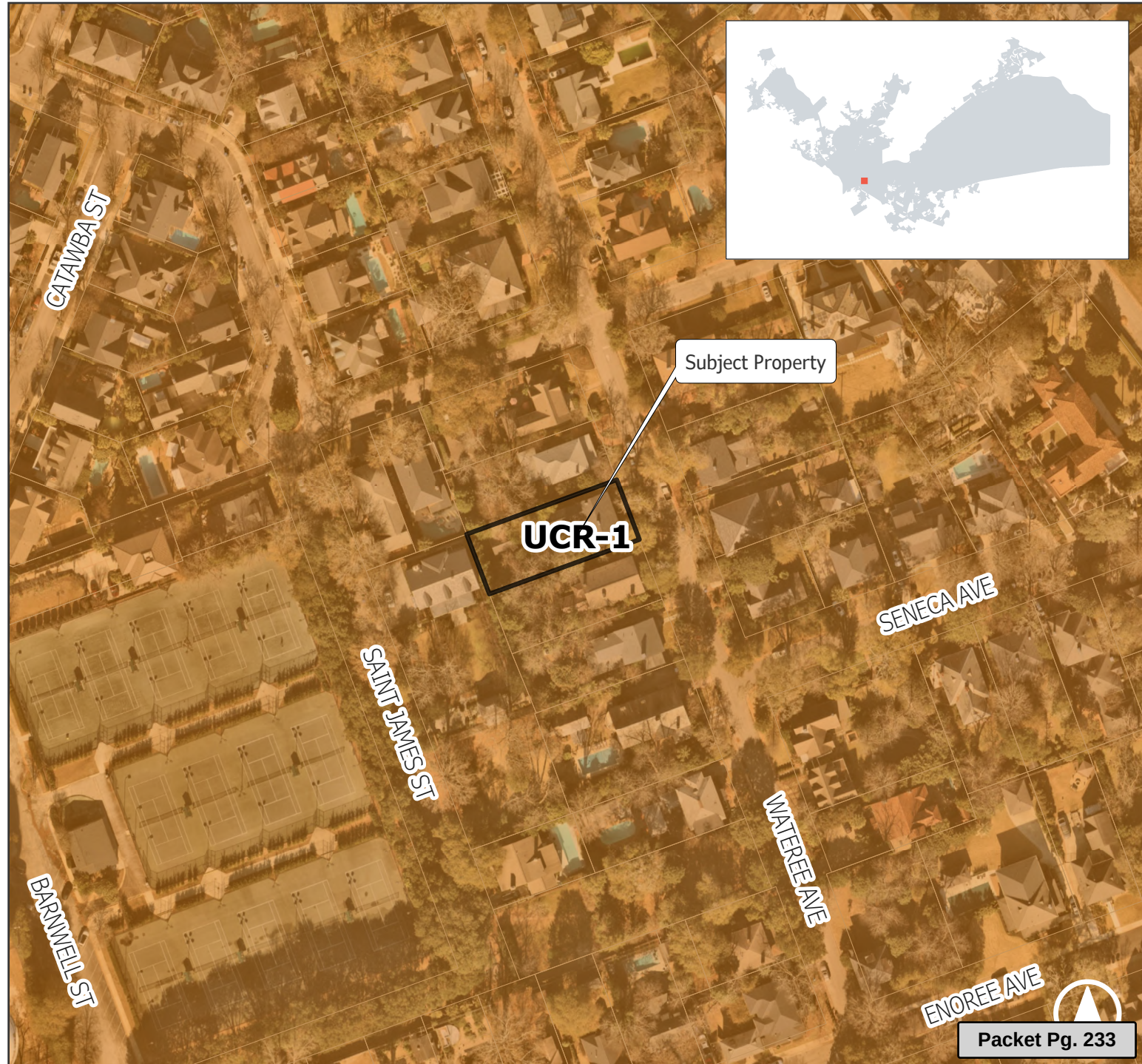
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Planning & Development
Services Department

Created by: atlivengood Date: 8/2/2024

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Packet Pg. 233

Zoning

207 Wateree Avenue, TMS# 11306-04-27

17.b

Zoning: Residential Single Family - Small Lot District (RSF-3), within the Historic Preservation Overlay District (OV-HP, Wales Garden Architectural Conservation District)

Legend

- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- OV-HP: Individual Landmark
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits

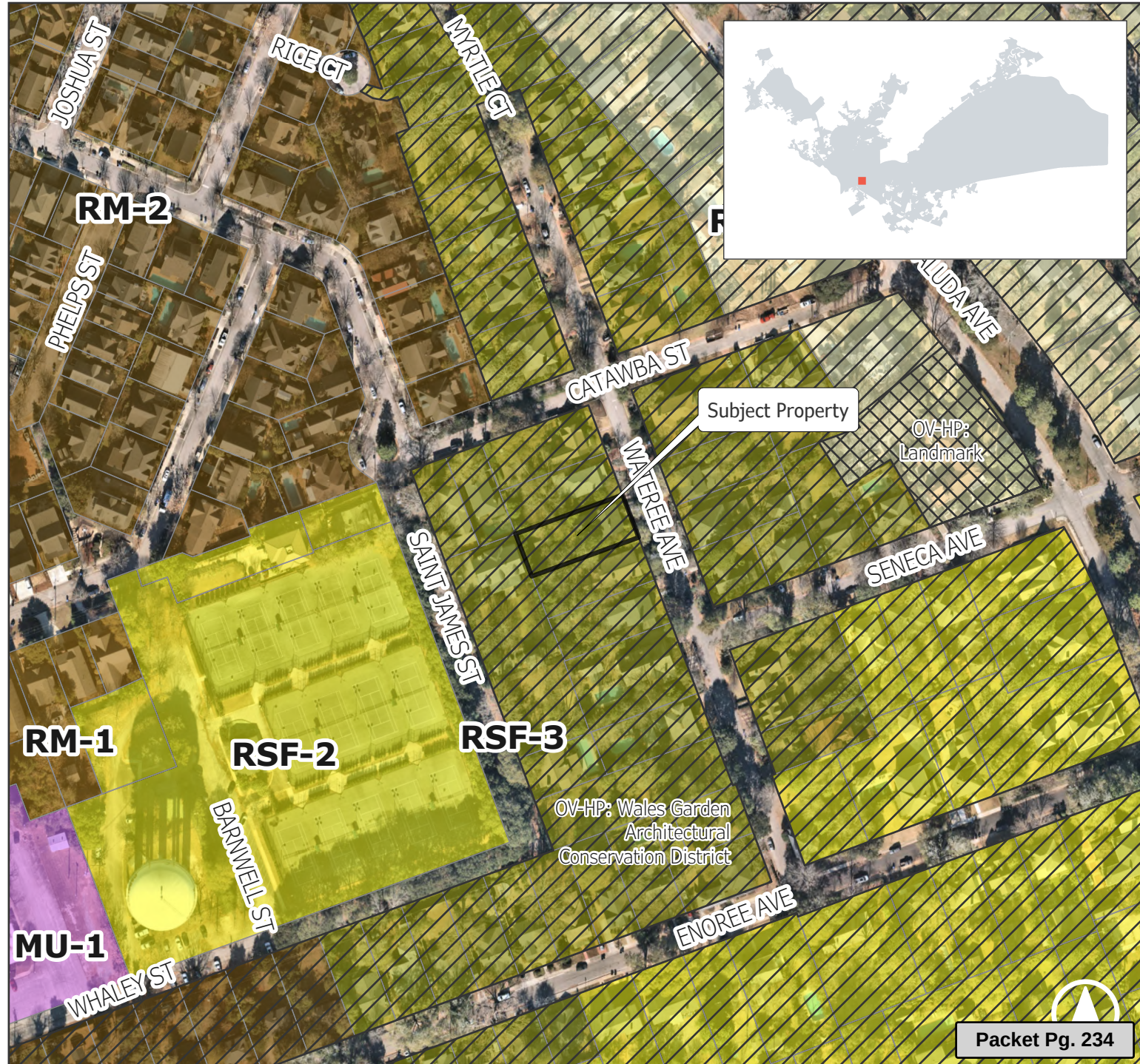
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Planning & Development
Services Department

Created by: atlivngood Date: 8/2/2024

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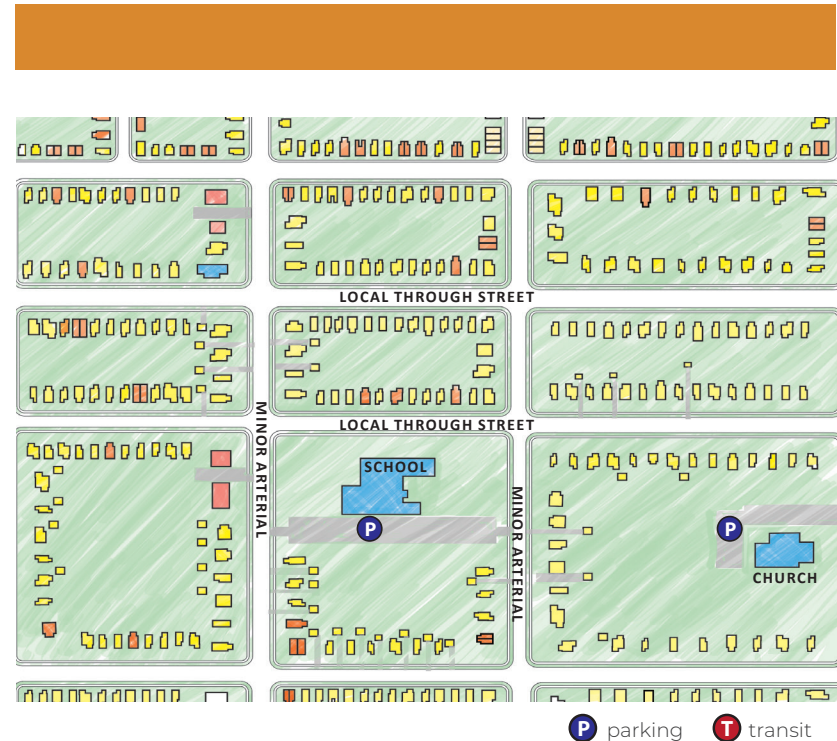


Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Current Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: September 17, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-064 - Policy and Procedures for Proclamations and Keys to the City

REQUISITION NO.: R-2024-064

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Endorsed by the Administrative Policy Committee on June 18, 2024.

The City of Columbia desires to adopt a policy to prescribe guidelines and procedures for the scheduling and management of Proclamations/Keys to the City. This policy applies to any person, employee, or organization requesting a City of Columbia Proclamation or Key to the City.

ATTACHMENTS:

- **#a:** R-2024-064 Policy and Procedure for Proclamations and Keys to the City (PDF)

RESOLUTION R-2024-064*Adopting a Policy and Procedures for Requesting a Proclamation/Key to the City*

WHEREAS, on June 18, 2024, the Administrative Policy Committee endorsed a Policy and Procedures for Requesting a Proclamation/Key to the City; and, NOW THEREFORE,

BE IT RESOLVED this _____ day of _____, 2024, that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt Resolution No.: R-2024-064 to adopt as official the City of Columbia Policy and Procedures for Requesting a Proclamation/Key to the City hereto. This policy replaces and supersedes all previous policies and procedures for requesting a proclamation/key to the City of the City or its departments.

Requested by:

Councilman McDowell

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



POLICY AND PROCEDURES FOR REQUESTING A PROCLAMATION/KEY TO THE CITY

The City of Columbia desires to adopt a policy to prescribe guidelines and procedures for the scheduling and management of Proclamations/Keys to the City. This policy applies to any person, employee, or organization requesting a City of Columbia Proclamation or Key to the City.

Proclamations

The City of Columbia will issue Proclamations to recognize or increase awareness of an event, person, group, issue, achievement, or any other occasion within the City of Columbia or surrounding areas.

Keys to the City

The Key to the City is the highest honor and a rare distinction bestowed by the City of Columbia to a distinguished person or organization symbolizing outstanding civic contributions or other significant accomplishments.

General Guidelines

All requests for Proclamations/Keys to the City must be made in writing to the City of Columbia. Applications for Proclamations/Keys to the City will not be accepted more than six months before the proposed date of recognition and no later than 30 days before the proposed date of recognition. The requestor must draft and provide the language to the City of Columbia. A sample Proclamation will be provided to use as a guide. Any draft language is subject to edits and revisions by the City without notice.

Anyone requesting a Proclamation for an annual event must provide a new request form along with all required information each year. Proclamations are not automatically renewed and will be evaluated on a case-by-case basis.

The Mayor and Columbia City Councilmembers will make the final decision on whether a Proclamation/Key to the City will be issued. If a Proclamation/Key to the City is not approved, a congratulatory letter will be offered.

Proclamations/Keys to the City will **NOT** be issued for:

- Campaigns or events contrary to City of Columbia policies, vision, or values.
- Pending ballot or legislative issues.
- An advertisement, endorsement, or commercial promotion.
- Ideological, political or religious beliefs.
- Similar subject matters (for example, "Month of the Young Child" and "Child Abuse Prevention Month") or for the same organization. It is preferred that these be consolidated.

External Requests must be made in writing to the Mayor's Office no later than 30 days prior to the event and must be accompanied by the [Ceremonial Document Request Form](#).

Internal Requests must be made in writing to the Public Relations, Media and Marketing Department no later than 30 days prior to the event and must be accompanied by the [Public Relations, Media and Marketing Project Request Form](#). Completed forms should be sent to PIO@columbiasc.gov.



POLICY AND PROCEDURES FOR REQUESTING A PROCLAMATION/KEY TO THE CITY

All requests must include the following information:

- Contact person's first and last name, address, telephone number, and email address.
- The name and date of the day, week, or month to be proclaimed.
- A brief summary and/or background of the event, organization, or person to be honored.
- Draft text for the Proclamation including 4 - 6 "whereas" clauses.
- An indication of whether the Proclamation/Key to the City is to be mailed, picked-up, or if the requestor wishes to have this presented at a City Council Meeting.
- A proposed date for the presentation of the Proclamation/Key to the City.

General Procedures

- The Public Relations, Media and Marketing Department will finalize the text and final production of the Proclamation.
- The requestor must approve the Proclamation before it is finalized.
- For external Proclamation requests being presented at a City Council Meeting, the Legislative Office or the Public Relations, Media and Marketing Department will coordinate scheduling with the City Clerk's Office.
- For internal Proclamation requests being presented at a City Council Meeting, the department will coordinate scheduling with the City Clerk's Office.
- Once finalized, the requestor is responsible for delivering the framed Proclamation to the City Clerk's Office, 1737 Main Street, Room 32, Columbia, SC 29201 at least one week prior to the scheduled City Council Meeting.
- For Proclamations/Keys to the City being presented outside of a City Council meeting, the Legislative Office will contact the requestor to coordinate the event location, date, and time for the presentation. The honoree shall attend the event for presentation of the Key to the City by the Mayor, a City Councilmember or designee.
- All approved Proclamations/Keys to the City will be tracked by the Legislative Office



MEETING DATE: September 17, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-077 - Authorizing consumption of beer, wine and liquor at Vista Lights Annual Holiday Festival on Thursday, November 21, 2024

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-077 Vista Lights (PDF)
- **#b:** 2024-077 Copy of Vista Lights Map Layout 2022 (XLSX)
- **#c:** 2024-077 VISTA LIGHTS SAFETY PLAN_PROTOCOLS (PDF)

RESOLUTION NO.: R-2024-077

Authorizing consumption of beer, wine and liquor at Vista Lights Annual Holiday Festival on Thursday, November 21, 2024

WHEREAS, the Congaree Vista Guild ("Vista" or "Organizer") is hosting Vista Lights Annual Holiday Festival on Thursday, November 21, 2024 from 6:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 4:00 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. and 10:00 p.m., and for patrons to consume liquor, beer and wine beverages on Thursday, November 21 2024 from 6:00 p.m. until 9:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street on Thursday, November 21, 2024 from 6:00 p.m. until 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space in the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. and 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:30 p.m. and 9:30 p.m. on Thursday, November 21, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event date of November 21, 2024 and time of 5:30 p.m. to 10:00 p.m., the closed portion of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the 1100 and 1200 blocks of Lincoln Street between Lady Street and Senate Street, the 1100

and 1200 blocks of Park Street between Lady Street and Senate Street, 1100 and 1200 blocks of Park Street between Lady Street and Senate Street and the 800, 900 and 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

Introduced:

Final Reading:

City Clerk

LEGAL DEPARTMENT DRAFT

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2023-059)**

WHEREAS, Columbia City Council adopted Resolution R-2023-059 on _____, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 21, 2024 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2023-059, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2023-059 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2023-059; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.
10. No concealable weapons allowed.
11. No firearms allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 2023.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

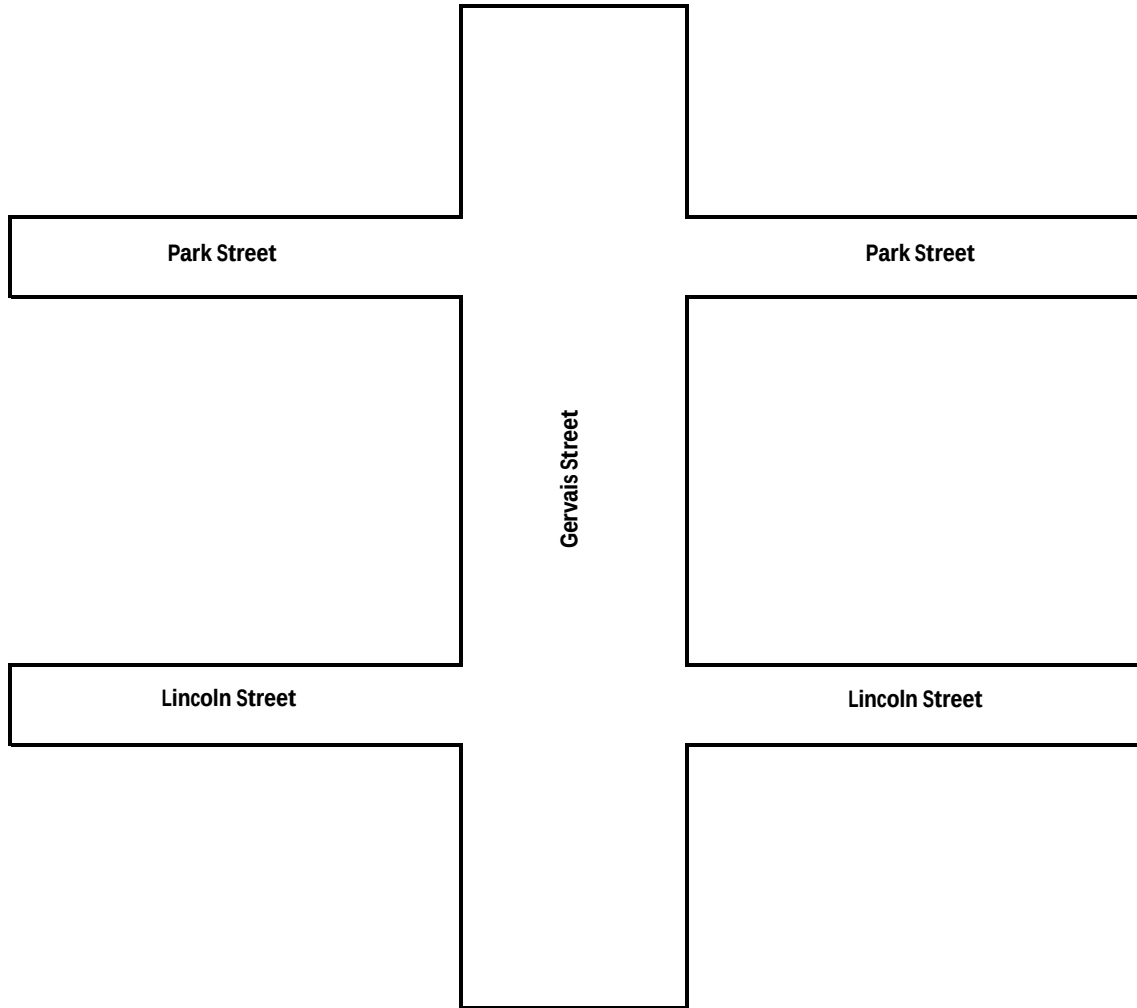
LEGAL DEPARTMENT DRAFT

VISTA LIGHTS 2024

Assembly Street

Lady Street

Senate Street



Gadsden Street

VISTA LIGHTS SAFETY PLAN/PROTOCOLS

Vista Lights will take place on November 21, 2024 in the Congaree Vista Guild business district.

Patron and Vendor Behavior

1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All businesses and patrons are asked to maintain 6+ feet of social distancing at all times while attending Vista Lights.
3. Masks are encouraged for all patrons who are not vaccinated at the event and while inside Vista businesses. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and businesses.
5. Businesses participating in Vista Lights are encouraged to have sanitizer on location. Patrons and businesses are encouraged to use hand sanitizer often during the event.
6. All businesses and vendors are asked to sanitize and clean equipment after each patron's use (pens, equipment, etc).
7. All businesses and vendors are encouraged to use touch-free payments and are discouraged from taking cash.
8. Signage will be placed throughout the event reminding patrons and vendors to properly wear masks, social distance and use hand sanitizer.



MEETING DATE: September 17, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-033 - Public Input on Closing and Transfer of a portion of Evans Street in the City of Columbia

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-033 Evans St (PDF)
- **#b:** R-2024-033 Evans St Exhibits (PDF)

RESOLUTION NO.: R-2024-033

Public Input on Closing and Transfer of a portion of Evans Street in the City of Columbia

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, South Main Investors, LLC has requested the permanent closing and transfer of a portion of Evans Street abutting certain parcels owned by South Main Investors, LLC and being identified as TMS #11301-06-07, 11301-06-02, 11301-07-01, 11301-07-08, 08912-10-11, 11301-07-07 as shown on Exhibit "A" attached hereto, and such portion of Evans Street to be closed being legally described on Exhibit "B" attached hereto; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2024, that pursuant to R-2014-053, the City desires to receive public input regarding the request of South Main Investors, LLC for the permanent closing and transfer of a portion of Evans Street abutting certain parcels owned by South Main Investors, LLC and being identified as TMS #11301-06-07, 11301-06-02, 11301-07-01, 11301-07-08, 08912-10-11, 11301-07-07 as shown on Exhibit "A" attached hereto, and such portion of Evans Street to be closed being legally described on Exhibit "B" attached hereto;
Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

Exhibit "A"

Description of Portion of Evans Street to be closed

LAND DESCRIPTION: PARTIAL EVANS STREET CLOSURE

ALL THAT PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA CONTAINING 0.12 ACRE (5005 SQUARE FEET), BEING SHOWN AS PORTION OF EVANS STREET ON EXHIBIT FOR PARTIAL CLOSURE OF EVANS STREET BY BAXTER LAND SURVEYING CO., INC., DATED JUNE 23, 2023, REVISED MAY 8, 2024 AND HAVING THE FOLLOWING COURSES AND BOUNDARIES:

BEGINNING AT A 1-1/2 INCH (O) AT THE SOUTHWEST INTERSECTION OF EVANS STREET AND AN ALLEYWAY AND RUNNING NORTH 67 DEGREES 00 MINUTES 41 SECONDS EAST A DISTANCE OF 32.23 FEET, THENCE RUNNING SOUTH 21 DEGREES 08 MINUTES 58 SECONDS EAST A DISTANCE OF 54.07 FEET, THENCE RUNNING SOUTH 21 DEGREES 15 MINUTES 45 SECONDS EAST A DISTANCE OF 52.10 FEET, THENCE RUNNING SOUTH 21 DEGREES 15 MINUTES 45 SECONDS EAST A DISTANCE OF 50.73 FEET, THENCE RUNNING SOUTH 67 DEGREES 51 MINUTES 14 SECONDS WEST A DISTANCE OF 32.51 FEET, THENCE RUNNING NORTH 21 DEGREES 08 MINUTES 58 SECONDS WEST A DISTANCE OF 156.43 FEET TO THE POB.

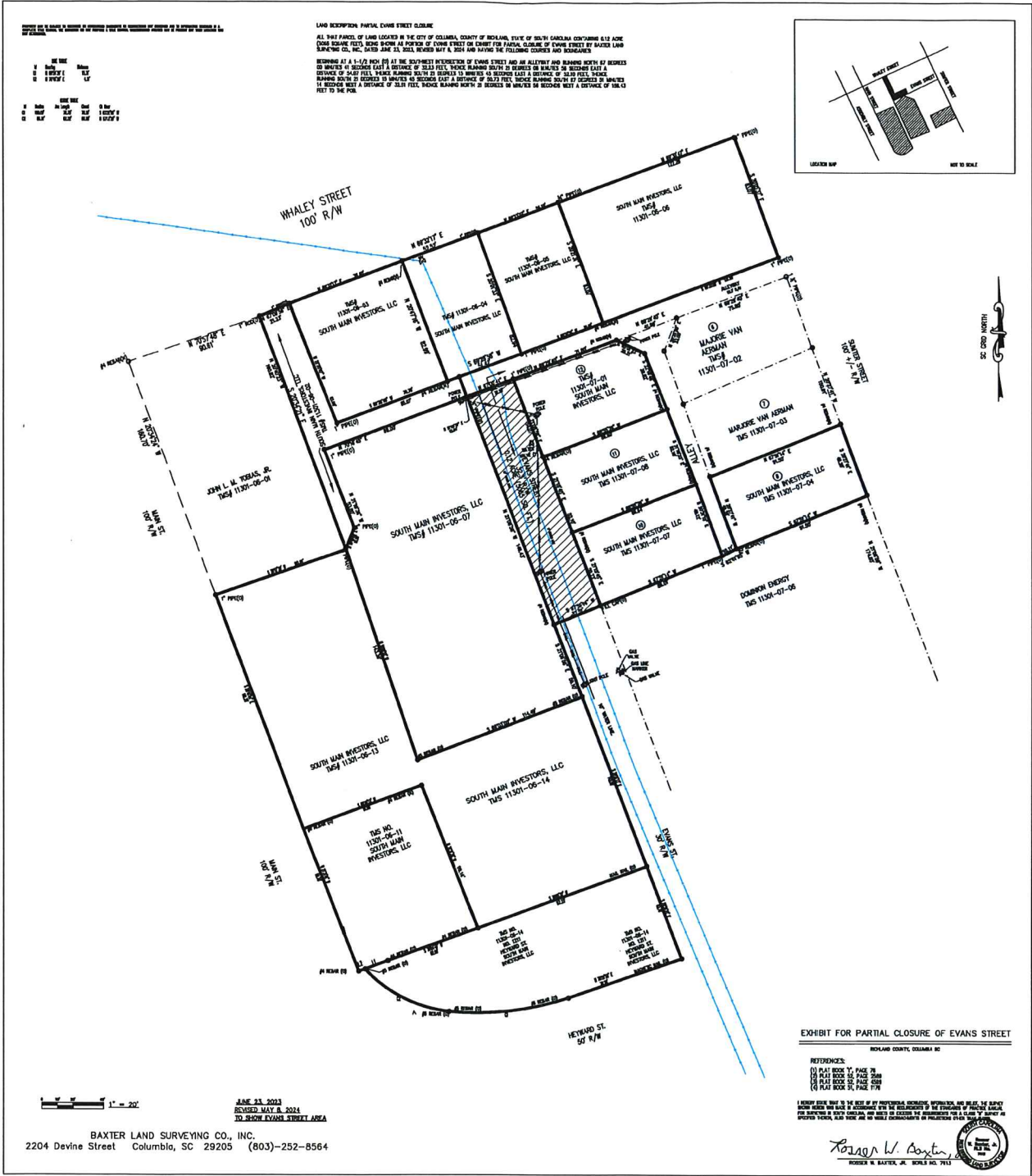


Exhibit “B”

Informational Summary

[See Attached]

INFORMATIONAL SUMMARY

I. Background. Evans Street, formerly Clarke Avenue, was established by dedication as public avenue by the original land developer, Pacific Mills (Hampton Division) recorded in Plat Book I, at Pages 75-78, and is shown thereon as open and intersecting with Heyward Street. Based upon available historical information, Evans Street has been continuously open for public use, and is shown on the South Carolina Department of Transportation maps as to General Highway System of the Columbia Urban Area Sheet 20 (attached).



II. Abutting Landowners: South Main Investors, LLC is the abutting landowner of the portion of Evans Street for which closure is sought, together with a portion of an alley which serves other properties owned by South Main Investors, LLC. Please see attached Exhibit for Partial Road Closure and a recent plat of survey attached to this Information Summary.

III. Utilities. Based upon field survey work, City of Columbia water distribution lines and Dominion Energy South Carolina, Inc. distribution lines cross the portions of Evans Street to be closed.

South Main Investors LLC
(Evans St- Road Closing)

Department	Contact	Concerns
Public Works	Robert Anderson	Would like agreement that solid waste will only pick up on Whaley or Senate – will not have to walk in to collect rollcarts. South Main now owns all property so Krista H says likely all residences will be torn down in development so not a problem.
Real Estate Division	Gale Nash	I am familiar with this request and have no concerns. South Main Investors, LLC have met with Dominion Energy and worked out the details regarding their easement and access to the substation site. No objection.
CFD	George Adams	
CPD	Skip Holbrook	CPD does not object to closure
Planning/Dev Services	Krista Hampton	No concerns
Planning/Dev Services	Burnette, Richard	No concerns
Planning/Dev Services	Jonathan Chambers	No concerns
Engineering	Dana Higgins	No concerns
Utilities and Engineering	William Eskridge	"we have cut and capped all water mains in the area highlighted on the attached map." No objection.



MEETING DATE: September 17, 2024

DEPARTMENT: Public Works

FROM: *Robert Anderson, Public Works Director*

SUBJECT: Council is asked to endorse the SCDOT Plan for intersection upgrades at Rosewood Drive and South Walker Street, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Safe Communities

PURPOSE:

Both the Columbia Fire Department and Columbia Police Department approved this request.

SCDOT is seeking support from the City to implement right hand turns only from South Walker onto Rosewood. This would include both sides of Rosewood Drive. In addition they would install a 10' x 100' concrete median to serve as a pedestrian refuse area.

ATTACHMENTS:

- **#a:** SCDOT Plan SC 16 Rosewood Dr and S 355 S Walker St (PDF)



MEETING DATE: September 17, 2024

DEPARTMENT: Public Works

FROM: *Robert Anderson, Public Works Director*

SUBJECT: Council is asked to approve the installation of Three (3) Four Way Stops, One (1) Three Way Stop, and a neighborhood 25 MPH Speed Limit in Cottontown, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Safe Communities

PURPOSE:

Both the Columbia Fire Department and Columbia Police Department approved this request.

- 1 - 4-way stop at Franklin & Wallace
- 2 - 4-way stop at Jefferson & Wallace
- 3 - 4-way stop at Anthony & Marion
- 4 - 3-way stop at Scott & Sumter

ATTACHMENTS:

- **#a:** Traffic Calming Request (DOCX)
- **#b:** Cottontown Multi-Ways and Speed Humps.mxd (PDF)



Neighborhood Association

TO: Robert Anderson, Public Works
FROM: Denise Wellman, President
DATE: July 5, 2024
RE: Traffic Calming Request for Cottontown

Many thanks to you and your team for working with us to identify some traffic calming measurers for the Cottontown neighborhood. We would like to formally request:

- 1 – a 4-way stop at Franklin & Wallace
- 2 – a 4-way stop at Jefferson & Wallace
- 3 – a 4-way stop at Anthony & Marion
- 4 – a 3-way stop at Scott & Sumter
- 5 – that the speed limit in Cottontown to be changed to 25 MPH and appropriate signage installed

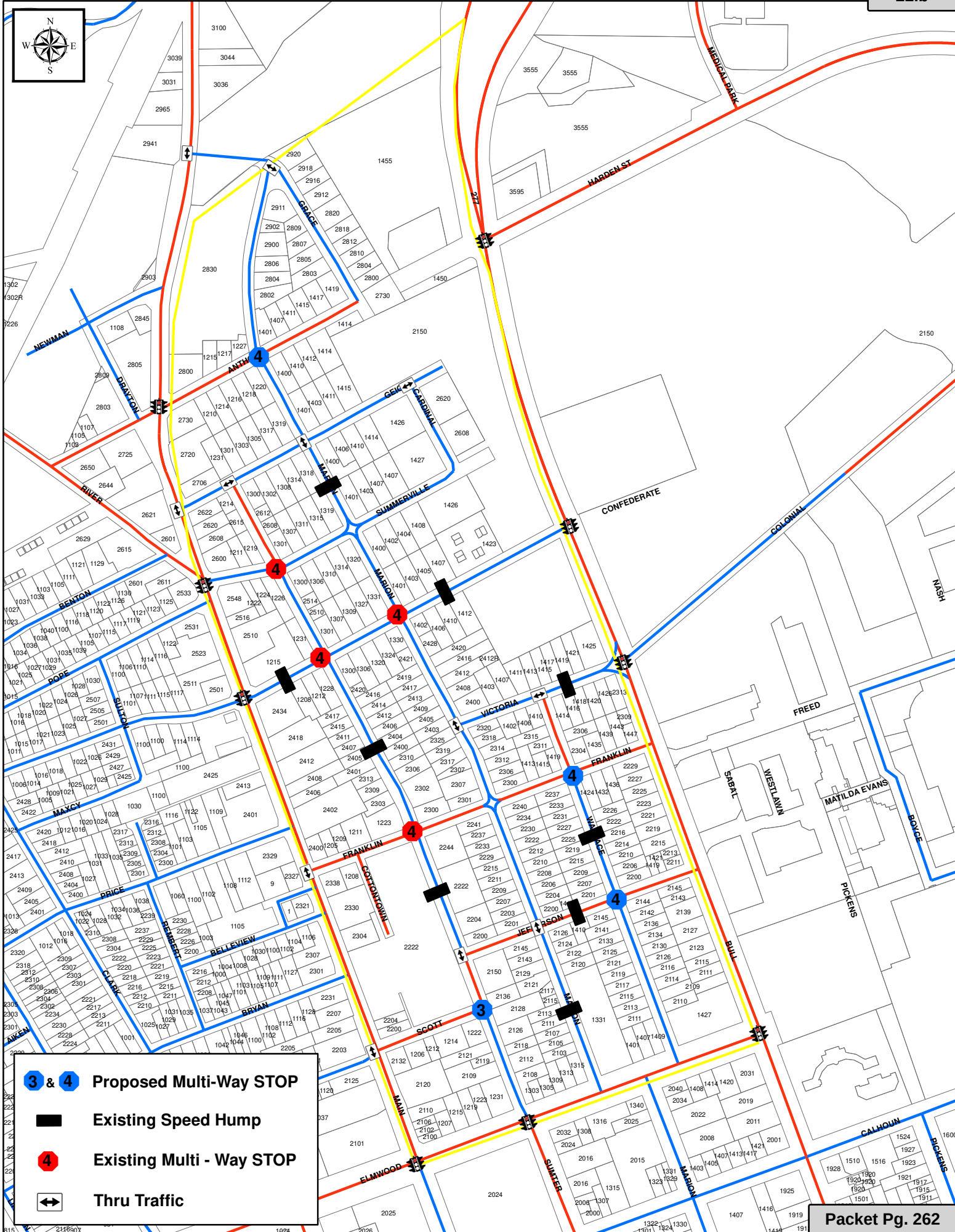
Brenda Littleton is working on plans for a few “Cross Traffic Does Not Stop” signs and will get this to you asap.

It is our hope that these measurers will slow down traffic and make it less attractive to drive through Cottontown as the area around us continues to develop.

Thanks again Robert. Please let me know if you have any questions.

Cottontown Traffic Calming Map

22.b





MEETING DATE: September 17, 2024

DEPARTMENT: Public Works

FROM: *Robert Anderson, Public Works Director*

SUBJECT: Council is asked to approve the installation of Three (3) Speed Humps and Two (2) Four Way Stops in the Historic Waverly Neighborhood, as requested by the Public Works Department.

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Safe Communities

PURPOSE:

Both the Columbia Fire Department and Columbia Police Department approved this request.

After review by our Traffic Engineer, Public Works is requesting the approval for the installation of three speed humps at the following locations: 1414 Pine Street, 1306 Pine Street and 1409 Heidt Street. Each of these speed humps would include the proper signage. In addition we are seeking approval to install two four way stops: one located at Hampton and Pine Street and the second at Washington and Oak Street.

ATTACHMENTS:

- **#a:** Waverly Four Ways and Speed Humps (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

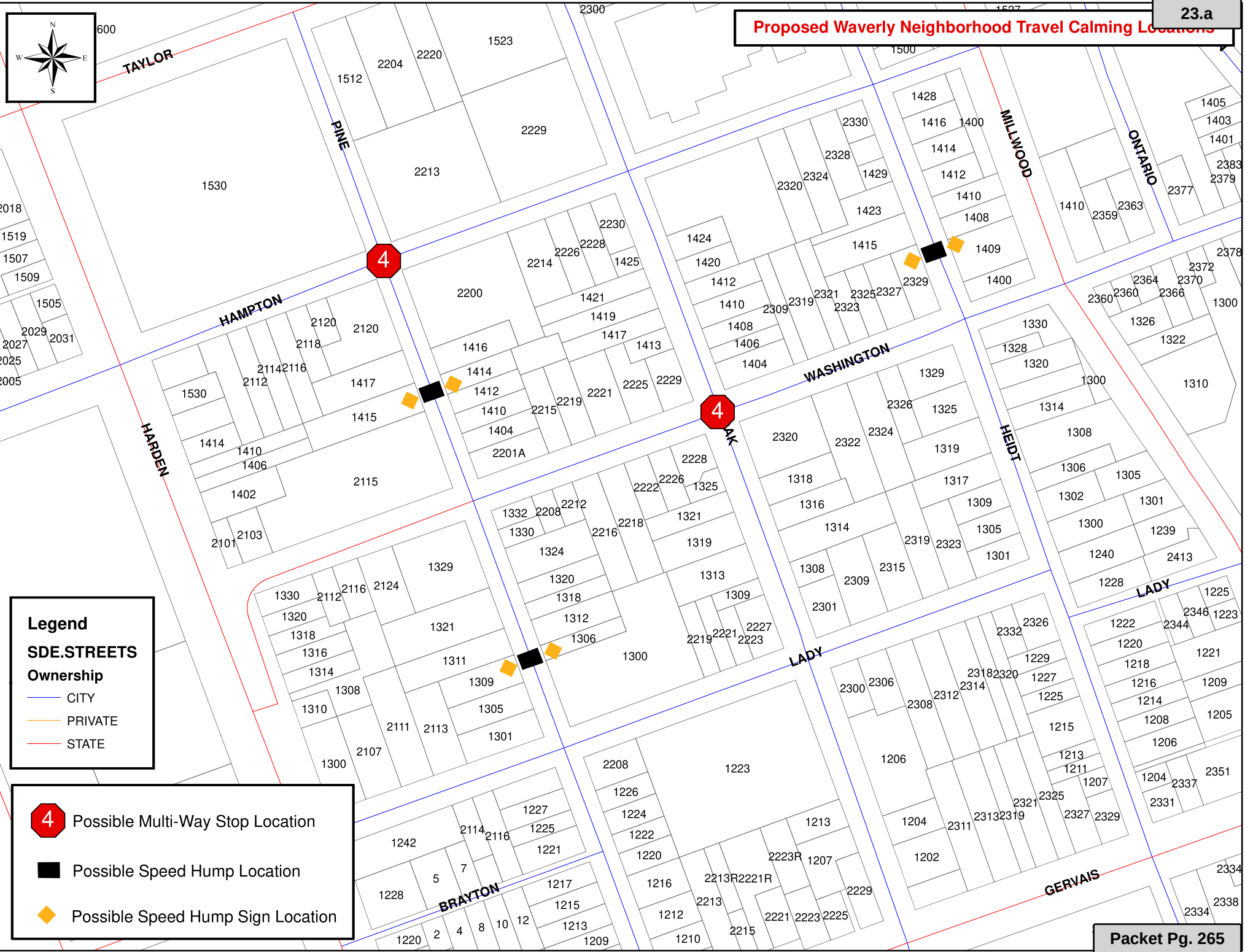
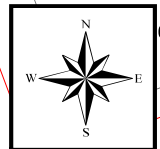
TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, Interim City Traffic Engineer 
SUBJECT: Traffic Calming – Waverly Neighborhood
DATE: August 27, 2024

In response to a request from the Waverly neighborhood, a review of traffic conditions in the neighborhood was conducted relative to the need for additional traffic control measures. The neighborhood identified areas on Pine Street, Oak Street, and Heidt Street for review.

All of the roadways in the area are City-owned and maintained two-lane residential streets. Based on these reviews and discussions with the neighborhood, additional multi-way stops are proposed at two locations and speed humps in three locations as shown on the attached map. The neighborhood has reviewed and approved the proposed changes.

If City Council concurs with the proposed changes, please advise me, and we will proceed with making the appropriate traffic control modifications.

Proposed Waverly Neighborhood Travel Calming Locations



Legend

SDE.STREETS

Ownership

- CITY
- PRIVATE
- STATE

- Possible Multi-Way Stop Location
- Possible Speed Hump Location
- Possible Speed Hump Sign Location



MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Parking rates



MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Per- and Polyfluoroalkyl Substances (PFAS)