COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 18, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, September 18, 2018 at Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Stephen K. Benjamin	Mayor	Pr / Ab / Lt	
Sam Davis	Councilman	Pr / Ab / Lt	
Tameika Isaac Devine	Mayor Pro-Tempore	Pr / Ab / Lt	
Moe Baddourah	Councilman - District III	Pr / Ab / Lt	
Howard E. Duvall	Councilman - At Large	Pr / Ab / Lt	
Edward H. McDowell	Councilman - District II	Pr / Ab / Lt	
Daniel J. Rickenmann	District IV Representative	Pr / Ab / Lt	

INVOCATION

CITY COUNCIL DISCUSSION

1. Columbia Fireflies Military Hero Recognition - The Honorable Mayor Stephen K. Benjamin

2. Columbia Compass: Envision 2036 - Ms. Krista Hampton, Director of Planning and Development Services

EXECUTIVE SESSION

3. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

   Parking Incentive Resolution

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

4. Council is asked to approve the August 14, 2018 Meeting Minutes.

CONSENT AGENDA ITEMS 5 THROUGH 17

5. Council is asked to approve the Purchase of Furniture for the new location of Water Customer Service, as requested by Columbia Water. Award to Connecting Elements, a certified Local Business Enterprise using the SC State Contract in the amount of $72,312.74. This vendor is located in Columbia, SC.

   Funding Source: Customer Service - Small Office Furniture; 5511407-621010. The original budgeted amount is $72,312.74

6. Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2018/2019, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of $75,500.00. This firm is located in Columbia, SC.

   Funding Source: City Account:1012701-638200 ($37,750) and County Account: 2082702-638200 ($37,750). The original budgeted amount is $75,500.00.

7. Council is asked to approve a Professional Services Agreement to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of $83,800.00. This firm is located in Columbia, SC.

   Funding Source: - General Fund 2035205-688200 and 2124312-688200. The original budgeted amount is $83,800.00.

8. Council is asked to approve a Contract Extension for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed $407,268.00. This vendor is located in Graham, NC.

   Funding Source: Fire Administration - County - Safety Clothing and Supplies 2082301-625900 and GL1012303-625900 - The original budget amount is $410,000.

   This is a purchase for items/goods so the subsequent PO will serve as the contract instrument, if approved by City Council.

9. Council is asked to approve the Purchase of MSA Self-Contained Breathing Apparatus G1 Air Packs, Cylinders, and Masks, as requested by the Columbia Fire Department. Award to Newton's Fire & Safety Equipment, Inc., as a Sole Source in the amount of $1,399,977.00. This vendor is located in Swepsonville, NC.

   Funding Source: General Capital Projects – SCBA Replacement – Machinery & Equipment Capital; 4039999-CP108103-658300 - The original budget amount is $1,399,977.00.

10. Council is asked to approve an Agreement for Phase II of Project SS7274; Sanitary Sewer Extension at Richard Street and Clement Road, as requested by Columbia Water. Award to 4D Engineering, a Minority Business Enterprise (Woman) in the amount of $155,220.00. This firm is located in Lexington, SC.

    Funding Source: 5529999-SS727402-658650 Water & Sewer Capital Projects – Richard St. Phase II – Capital Project Costs. The original budgeted amount is $155,220.00.

    This is a Clean Water 2020 Program Project and a Protégé Led Project. 4D Engineering is the Protégé and will provide 91% ($141,220) of the contract value.

    The following sub-consultants will provide additional services:

    GEL Engineering of Lexington, SC will provide 4.8 % ($7,500.00) of the contract value.

ECS Limited of Lexington, SC will provide 4.2% ($6,500.00). of the contract value.

11. Council is asked to approve a Professional Services Agreement for Project SS7449; Olympia Sanitary Sewer Extension, as requested by Columbia Water. Award to Thomas & Hutton in an amount not to exceed $234,150.00. This firm is located in Columbia, SC.

The Funding Source for this Agreement is from Capital Outlay identified as 5529999-SS733801-658650. The original budgeted amount is $250,000.00.

This is a Mentor Protégé Program Project. OLH Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering services at 20.1% ($47,200.00) of the contract value.

The following sub-consultants will provide additional services:

Terracon Consulting Engineers of Columbia, SC will provide engineering/construction testing services at 3.8% ($9,000.00) of the contract value (included in Protégé amount).

GEL Geophysics, LLC of Charleston, SC will provide subsurface utility engineering testing services at 3.2% ($7,500.00) of the contract value.

Michael Baker International of Columbia, SC will provide construction observation services at 16.9% ($39,800.00) of the contract value.

12. Council is asked to approve Contract Extensions to Purchase additional Water Meters , as requested by Columbia Water. Awarded to the lowest responsive bidder of each lot for a total amount of $533,732.86.

Funding Source:Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is $533,732.86.

Lots	**Vendors / Locations**	**Amounts**
1- 5/8" X 3/4" & 1" Water Meters Displacement Type	Mueller Systems, LLC (Cleveland, NC)	$169,150.00
2- 1 ½" & 2" Water Meters Displacement Type	Badger Meter, Inc. (Milwaukee, WI)	$75,586.50
3- 4" ,6", 8", & 10" Fire Service Protector Meters Combination Type	Mueller Systems, LLC (Cleveland, NC)	$249,462.36
	SC Sales Tax	$39,534.00
	Total	**$533,732.86**

13. Council is asked to approve Contract Extensions for Chemicals at the Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water. Award to the lowest bidder of each lot for an amount not to exceed $ 699,000.00.

Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP-Chemicals: 5516206-624800, The original budgeted amount is $699,000.00.

Water Treatment Plant Chemicals	Location	Vendor/Locations	Amount	Requisition Number
Aluminum Sulfate	Lake Murray	Chemtrade Chemicals US, LLC (Parisppany, NY)	$417,000.00	R191424
Caustic Soda	Lake Murray	JCI Jones Chemicals INC (Charlotte, NC)	$136,000.00	R191417
Anhydrous Ammonia	Lake Murray	Tanner Industries (South Hampton, PA)	$64,000.00	R191464
Anhydrous Ammonia	Canal	Tanner Industries (South Hampton, PA)	$82,000.00	R191432
Canal/Lake Murray Water Treatment Plant Chemicals total:			**$699,000.00**	

14. Council is asked to approve the continuation of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of $800,000.00. This firm is located in Charlotte, NC.

Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount $800,000.00.

This is a Clean Water 2020 Program Project.

15. Council is asked to approve an Agreement for Project SS7464; Sewer System Evaluation Survey and Sewer Rehabilitation Implementation at Crane Creek 02 and 04, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of $1,628,900.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS746401-658650 Water & Sewer Capital Projects – Crane Creek 01 and 04 SSES -Capital Project Costs. The original budgeted amount is $1,628,900.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. The Mentor will provide guidance regarding formatting, organization and the review of field inspection data. The Mentor and Protégé will also be responsible for QA/QC, review of rehabilitation plans, and data management services at 52% ($849,285.00) of the contract value. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (Woman) of Irmo, SC is the Protégé and will provide manhole survey, manhole assessment and certification program, data management, and construction inspection services at 20.1% ($327,500.00) of the contract value.

The following sub-consultants will provide additional services:

Bio-Nomic Services, Inc., a Minority Business Enterprise (Woman) of Charlotte, NC will provide closed circuit television, zoom camera, dye water testing, and PACP services at 19.1% ($311,300) of the contract value.

Frazier Engineering P.A., of Stanley, NC will provide manhole scans and smoke testing at 5.4% ($88,000) of the contract value.

Vaughn & Melton of North Charleston, SC will provide manhole survey services at 3.2% ($52,815) of the contract value.

16. Ordinance No.: 2018-005 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a Portion of City-Owned Property Identified as 1900 Calhoun Street, Richland County TMS#11404-05-01 for Relocation of a Transmission Line for the Bull Street Development Project; CF#250-426

First reading approval was given on September 4, 2018.

17. Ordinance No.: 2018-040 - Granting an encroachment to Sandra B. McGuckin and Lawrence Page McGuckin for installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad within the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS# 11312-13-11

First reading approval was given on September 4, 2018.

CONSIDERATION OF BIDS AND AGREEMENTS

18. Council is asked to approve an Economic Development Grant Agreement for establishment of the CITY GRIT Workforce Development and Culinary Training Program, as requested by the Office of Economic Development. Award to Smallsugar, LLC in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is $50,000.00.

The program will provide culinary training and skills development for underprivileged and non-college bound youth in the City.

19. Council is asked to approve an Economic Development Grant Agreement for the Establishment of an Advanced Technology Delivery Center, as requested by the Office of Economic Development. Award to Capgemini US, LLC in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is $50,000.00.

PRESENTATIONS

20. Recognition of Mr. Ronnie Lee, Lead Equipment Operator as the September 2018 Employee of the Month - Mr. Robert Anderson, Director of Public Works

21. Suicide Prevention Awareness Day - The Honorable Mayor Stephen K. Benjamin

22. Update from the USC Student Government - Mr. Taylor Wright, President of the University of South Carolina Student Government

23. Food Policy Committee Update to Council - Mr. John Newman and Ms. Amy Weaver, Co-Chairs of the Food Policy Committee

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

24. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157,160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19

Ordinance No.: 2018-050 - Annexing and incorporating 441ots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 1 7, 2015

Council District: 4

Proposal: Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (6-0)

First reading was given on September 18, 2018.

25. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10

Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

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

First reading approval was given on September 18, 2018.

26. Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3) 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

27. Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01

Council District: 1

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

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

28. Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks

Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station

Proposal: Amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 1, Amend §17-55 - Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

29. Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share

Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)

Proposal: Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

PUBLIC HEARING

30. Community Development DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator

RESOLUTIONS

31. Resolution No.: R-2018-060 - Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.02 acre of right of way area at Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer

32. Resolution No.: R-2018-088 - Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program

33. Resolution No.: R-2018-091 - Authorizing the City Manager to execute a Release of Parking Restrictions Between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street

34. Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

ORDINANCES - FIRST READING

35. Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a

Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431

First reading approval was given on September 18, 2018.

36. Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event

First reading approval was given on September 18, 2018.

37. Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10

First reading approval was given on September 18, 2018.

38. Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18

First reading approval was given on September 18, 2018.

39. Ordinance No.: 2018-060 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC

First reading approval was given on September 18, 2018.

APPOINTMENTS

40. Council is asked to approve the appointment of two (2) individuals to the Design/Development Review Commission.

41. Council is asked to approve the appointment of one (1) individual to the Midlands Authority For Conventions, Sports and Tourism.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Assistant City Manager for Development**

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

SUBJECT: **Columbia Fireflies Military Hero Recognition - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

The Columbia Fireflies recognized duty military members, reservists and military veterans as part of their 2nd Annual Military Baseball Card Set, presented by AllSouth Federal Credit Union. The event was held earlier in the year and included distribution of 2018 Military Baseball Card sets to the first 1000 fans through the gates featuring our local uniformed heroes. Unfortunately, the timing of the event was not conducive to participation by one of the heroes and as of such, the City and Fireflies have partnered to facilitate this recognition and presentation of the baseball card of Mr. Jack Van Loan at the beginning of the City Council Work Session meeting on Sept 18th.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Columbia Compass: Envision 2036 - Ms. Krista Hampton, Director of Planning and Development Services**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services**

The Planning Division will provide an informational presentation on the City's 10-year update to the comprehensive plan, Columbia Compass. Information about the planning process can be found at www.columbiacompass.org.

ATTACHMENTS:

- **#a:** Columbia Compas Website

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)**

PURPOSE: **Parking Incentive Resolution**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the August 14, 2018 Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_08_14_2018_D (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, August 14, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Ms. Jan Alonso, Finance Director introduced Ms. Amy Larkin as the new Deputy Finance Director for the City of Columbia.

INVOCATION

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

CITY COUNCIL DISCUSSION

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

Mr. Bill Ellen, President and CEO for Experience Columbia SC reported that City officials and stakeholders met to discuss wayfinding signage throughout Columbia. We decided to explore a new wayfinding signage project. We received fifteen responses from national firms to the Request for Proposals. No South Carolina firms responded. We selected Yazi as the wayfinding consultant and they partnered with Colite, a local sign fabrication company. They evaluated the existing 117 signs and determined that 222 signs are needed now. He presented a mark-up of the signage that will direct visitors to public amenities. The signs will be color-coded by district.

Councilor Rickenmann suggested that there be a map that corresponds with the various districts in the City of Columbia.

Mr. Bill Ellen, President and CEO for Experience Columbia SC agreed that a map can be created.

DRAFT

Councilor Davis suggested that information be included so that visitors know how to schedule tours of historic sites like the Monteith School on North Main and the Keenan House.

Mr. Bill Ellen, President and CEO for Experience Columbia SC said the Monteith School is on one of the signs for North Columbia.

Councilor McDowell asked how the wayfinding program will interface with The COMET.

Mr. Bill Ellen, President and CEO for Experience Columbia SC said the two issues are linked. We are on schedule to get this program done for March Madness. Some signage will be installed by September for the US Conference of Mayors fall meeting. He requested authorization from Mayor Benjamin to request free electronic signage during the Mayors' meeting. We have most of the funding from Experience Columbia $50,000, the Vista $10,000, Main Street $10,000, and Historic Columbia $5,000. We requested $40,000 from USC. We are waiting to hear back from Rosewood, Devine Street, and Bull Street. Each installed sign costs up to $2,500. The total cost is approximately $550,000.

There was a consensus of Council to proceed with the wayfinding program as presented.

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

Ms. Melisa Caughman, Budget and Program Management Director asked City Council to consider dates for the next Envision Columbia Council Retreat. She asked Council to consider the week of November 6-8, 2018 or January 2019, except January 19-25, 2019.

There was a consensus of Council to schedule the Council Retreat during the week of January 7, 2019 or January 14, 2019.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:48 p.m. for the discussion of **Items 3** through **5**, subject to adding the discussion of crossing guards, lead generation services, and sewer extension agreements to **Item 3**.

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

4. Receipt of legal advice which relates to a pending, threatened or potential claim pursuant to §30-4-70(a)(2)
   - *Eddie G. Addy v. City of Columbia, et al.*
   - *Megan Thomas v. City of Columbia*

5. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
   - *Columbia Canal*
   - *Ice Skating Rink*
   - *Property Acquisition Program*

Council adjourned the Executive Session at 4:00 p.m.

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, August 14, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:09 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

ADOPTION OF THE AGENDA

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

I. **Withdraw consideration of Item 38** (*Resolution No.: R-2018-081 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 22, 2018, as requested by the applicant.)*

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

III. **Amend Item 59** *(Council is asked to approve the installation of 16 instead of 17 speed humps in the Melrose Heights Neighborhood.)*

IV. **Defer consideration of Items 64 through 67** *(Appointments to the Central Midlands Regional Transit Authority, Columbia Housing Authority Board, Midlands Authority for Conventions, Sports & Tourism Board, and the Transportation Penny Advisory Committee)*

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve the May 29, June 5, June 19, and July 17, 2018 City Council Meeting Minutes.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

CONSENT AGENDA

Mr. Clint Shealy, Assistant City Manager for Columbia Water explained that we are entering our seventh year of the Clean Water 2020 Program and our relationship with CDM Smith as our program manager. We've made significant investments into our sanitary sewer collection system and treatment plant. The utility is moving from Consent Decree compliance to a best in class utility. In October, we'd like to share more details on the progress we've made.

Mr. Joey Jaco, Utility Operations Director said we are on schedule with all of our Consent Decree deliverables. We are evaluating our programs and making improvements to the system. As a result, we are becoming a more proactive system; we are providing better customer service; and our asset management has greatly improved. We are managing seventy projects through the Clean Water 2020 Program. We have been successful on the wastewater side and we are now rolling this over to the water side of the system. Last year, we had an 88% reduction volume in sanitary sewer overflows from the highest year. To date, we've had an 88% reduction from last year.

Upon a single motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 7** through **37**.

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

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

9. Council is asked to approve an Agreement for Economic Development Lead Generation Services, as requested by the Economic Development Department. Award to 310 LTD in the amount of $55,000.00. This firm is located in Richmond, VA. *Funding Source: Economic Development – Professional Services- 5511301—636600. The original budgeted amount is $55,000.00. - Approved*

10. Council is asked to approve a Professional Services Agreement between the City of Columbia and Fast Forward for Fiscal Year 2018/2019 in an amount not to exceed $100,000.00. This firm is located in Columbia, SC. *Funding Source: Community Development;1014320-636600 and 5518415-636600. The original budgeted amount is $100,000.00. - Approved*

11. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Fire Department. Award to Motorola, Inc., using the SC State Contract in the amount of $129,600.00. This vendor is located in Blythewood, SC. *Funding Source: Fire Suppression-Maintenance & Service Contract 1012303-638200. The original budgeted amount is $129,600.00. - Approved*

12. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2018/2019, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in an amount not to exceed $295,350.00. This vendor is located in Blythewood, SC. *Funding Source: Police Department - Other Lease/Rental;1012402 - 636500. The original budgeted amount is $295,350.00. - Approved*

13. Council is asked to approve the Purchase of Regular Wear Uniforms, as requested by the Police Department. Award to Wright-Johnston in an amount not to exceed $225,000.00. This vendor is located in Columbia, SC. *Funding Source: Police Administrative Services - Uniforms and Clothing; 1012402-624100. The original budget amount is $243,000.00. - Approved*

14. Council is asked to approve the Purchase of 1,872 green ninety-six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip, using the Sourcewell Cooperative Contract (formerly National Joint Powers Alliance) in an amount not to exceed $105,463.68. This vendor is located in Charlotte, NC. *Funding Source: Solid Waste Rollcarts - Special Departmental Supplies 1014401-627600. The original budgeted amount is $105,463.68. - Approved*

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15. Council is asked to approve a Contract for School Crossing Guard Security Services for academic year 2018/2019, as requested by the Police Department. Award to Allegiance Industries in an amount not to exceed $148,000. This firm is located in Columbia, SC. *Funding Source: 1012402-636000 - The City of Columbia will be reimbursed by Richland School District One for all expenditures. The original budget amount is $148,000. - Approved*

16. Council is asked to approve Amendment #1 to the Agreement for the Installation of a Payment System at Multiple City Garages, as requested by the Parking Services Department. The amendment includes the installation of Parking Deck Control Equipment at the Lady Street and Sumter Street Garages. Award to ITR of Georgia, Inc. in the amount of $337,391.00. This firm is located in Tucker, GA. *Funding Source: Parking Imp Project Control – Capital Project Costs 5329999-658650 PG101901-658650- $175,885.00 Lady St. Parking Garage 5329999-658650 - $161,506.00 Sumter St. Parking Garage. The original budgeted amount is $337,391.00. - Approved*

17. Council is asked to approve the Purchase of Bill Printing, Postage, and Archiving Services, as requested by Columbia Water. Award to Laser Print Plus, a certified Local Business Enterprise, in an amount not to exceed $861,000.00. This firm is located in Columbia, SC. *Funding Sources: Customers Service-Special Contracts: 5511407-638300, Customers Service-Postage and Delivery: 5511407-631100. The original budgeted amount is $861,000.00. - Approved*

18. Council is asked to approve Contract Amendment # 2 for Project SS6857; Sewer Rehabilitation and Replacement Services for the Olympia Sub-Basin Divisions 1 & 2, as requested by Columbia Water. Award to W.K. Dickson & Company, Inc. in the amount of $81,900.00. *Funding Source: 5529999-SS6857-658650 Water and Sewer Capital Projects – Olympia Subdiv-SSES Study Capital Project Costs. The original budget amount is $81,900.00. - Approved*

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

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19. Council is asked to approve an Engineering Services Agreement for Project CP104504; Harden Street Phase II-B Improvements, as requested by Columbia Water. Award to Kimley-Horn and Associates, Inc. in the amount of $274,700.77. This firm is located in Columbia, SC. *Funding Source: Streetscaping Control – Harden Street Streetscaping IIB – Capital Projects Cost – 4139999-CP104504—658650. The original budgeted amount is $300,000.00. - Approved*

The following sub-consultants will provide additional services:

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

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

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

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

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

20. Council is asked to approve Contract Amendment # 3 for Project WM3637; Town of Chapin Water Main Extensions Services, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of $279,260.00. *Funding Source: 5529999-WM363702-658650 Water and Sewer Capital Projects – WM from Stonewall to Chapin Tank- Capital Project Costs. The original budget amount is $279,260.00. - Approved*

The following sub-consultants will provide additional services:

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

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

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

21. Council is asked to approve Project SS6911; An Agreement for Sanitary Sewer Root Control for fiscal year 2018/2019, as requested by Columbia Water. Award to Duke's Root Control, Inc. in an amount not to exceed $500,000.00. This firm is located in Syracuse, NY. *Funding Source: 5516205-638305 Utilities Wastewater Maintenance - Special Contracts. The original budgeted amount is $500,000.00. - Approved*

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

22. Council is asked to approve Project WM4383; Water Main Construction at South Beltline Boulevard and Gills Creek, as requested by Columbia Water. Award to North American Pipeline Management, a Minority Business Enterprise (Woman) in an amount not to exceed $547,368.75. This firm is located in Marietta, GA. *Funding Source: 2539999-638400 FEMA 2015 October Flood Recovery/FEMA Grants Control. The original budget amount is $547,370.00. - Approved*

The following sub-consultants will provide additional services:

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

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

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23. Council is asked to approve an Agreement for Project SS7479; Smith Branch 02 SSES Phase 2, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $867,945.00. This firm is headquartered in Alberta, Canada and this project will be handled by the local office in Columbia, SC. *Funding Source: 5529999-SS747901-658650. The original budgeted amount is $867,945.00. - Approved*

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

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

24. Council is asked to approve an Agreement for Project SS7478; Rocky Branch 01 Sewer System Evaluation Survey Phase 2, as requested by Columbia Water. Award to Brown and Caldwell in the amount of $1,076,982.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS747801-658650.The original budgeted amount is $1,076,982.00. - Approved*

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

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

25. Council is asked to approve the Lost Creek Drive Road Rebuild Project, as requested by Public Works. Award to Armstrong Contractors, LLC in an amount not to exceed $1,088,619.13. This firm is located in Columbia, SC. *Funding Source: 4079999-658650. This project is being funded through a joint effort of the City of Columbia and SCDOT (through the Richland County Transportation Committee). The City will be reimbursed by SCDOT for the approved project costs upon submission of a signed payment request. The original budgeted amount is $1,500,000.00. - Approved*

26. Council is asked to approve Sanitary Sewer Pump Station Improvements at Various Pump Stations, as requested by Columbia Water. Award to AAA Utility and Construction, LLC in an amount not to exceed $1,477,750.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS717201-658650. The original budgeted amount is $1,991,000.00. - Approved*

This is Clean Water 2020 Program Project.

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

27. Council is asked to approve Project SS6786; Renewal the Annual Manhole Rehabilitation Contract, as requested by Columbia Water. Award to Prism Engineers and Contractors, Inc. for a second and final annual renewal term in an amount not to exceed $1,500,000.00. This firm is located in Williamsburg, VA. *Funding Source: Water & Sewer Capital Projects - Capital Project Costs/Gravity Sewer Manhole Line/Rep-Capital Project Costs, 5529999-658650/SS678619-658650. The original budgeted amount is $2,000,000.00. - Approved*

This is a Clean Water 2020 project.

The following sub-consultants will provide additional services:

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

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

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

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

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28. Council is asked to approve Contract Amendment #6 for Project SS723619; Consent Decree Program Management Services for Fiscal Year 2018/2019, as requested by Columbia Water. Award to CDM Smith in the amount of $5,000,000.00. This firm is located in Columbia, SC. *Funding Source: SS723601-5529999-658650. The original budgeted amount is $5,000,000.00. - Approved*

This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

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

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

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

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

Atlantic South Consulting Services, LLC a Minority Business Enterprise of Charleston, SC will provide CMMS implementation support and IMS support at (.4%) $21,000 of the contract value.

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

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

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

29. Council is asked to approve Contract Extensions for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed $5,795,984.00. *Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP-Chemicals: 5516206-624800, Utilities Metro Wastewater Plant - Chemicals: 5516208-624800. The original budgeted amount is $5,795,984.00. - Approved*

Canal/Lake Murray Water Treatment Plant Chemicals	City Location	Vendors/Locations	Amount
Chlorine	Lake Murray	JCI Chemical, Inc. *(Sarasota, FL)*	$150,000.00
Chlorine	Canal	JCI Chemical, Inc. *(Sarasota, FL)*	$160,000.00
Aluminum Sulfate	Canal	Chemtrade Chemicals US, LLC *(Parsippany, NY)*	$317,000.00
Sodium Hydroxide	Lake Murray	JCI Chemical, Inc. *(Sarasota, FL)*	$136,000.00
Sodium Hydroxide	Canal	JCI Chemical, Inc. *(Sarasota, FL)*	$146,000.00
Fluoride	Canal	Univar USA, Inc. *(Morrisville, PA)*	$67,000.00
Fluoride	Lake Murray	Univar USA, Inc. *(Morrisville, PA)*	$64,000.00
Sodium Chlorite	Canal	International Dioxcide *(North, RI)*	$440,000.00
Liquid Lime	Canal	Polytec, Inc. *(Mooresville, NC)*	$172,000.00
Liquid Lime	Lake Murray	Polytec, Inc. *(Mooresville, NC)*	$240,000.00
Polymer	Lake Murray	Polydyne, Inc. *(Riceboro, GA)*	$30,000.00
Polymer	Canal	Polydyne, Inc. *(Riceboro, GA)*	$3,000.00
Purate	Lake Murray	Water Solutions, LLC *(West Haven, CT)*	$276.000.00
Sulfuric Acid	Lake Murray	International Dioxcide, Inc. *(N. Kingstown, RI)*	$65,000.00
Carbon	Lake Murray	Cabot Norit, Inc. *(Marshal, TX)*	$239,000.00
Carbon	Canal	Cabot Norit, Inc. *(Marshal, TX)*	$413,000.00
Canal/Lake Murray Water Treatment Plant Chemicals total			**$2,918,000.00**
Polymer		Polydyne, Inc. *(Riceboro, GA)*	$702,000.00
Magnesium Hydroxide		Premier Magnesia *(West, PA)*	$1,294,704.00
Sodium Hypochlorite		JCI Jones Chemicals, Inc. *(Sarasota, FL)*	$405,000.00
Sodium Bisulfate		PVS Chemicals, Inc. *(Detroit, MI)*	$476,280.00
Metro Wastewater Chemicals total			**$2,877,984.00**
Water and Wastewater Chemicals combined total			**$5,795,984.00**

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30. Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10 - *First reading approval was given on July 17, 2018. – Approved on second reading.*

31. Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) - *First reading approval was given on July 17, 2018. – Approved on second reading.*

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

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

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

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

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

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

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38. Resolution No.: R-2018-081 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 22, 2018 – *This item was withdrawn by the applicant.*

PRESENTATIONS

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

Councilor Davis announced that the Blue Ribbon Taxi Company is celebrating its 90th year as a cab company. It was the only minority operated cab company at that time and there are only a few left in the country. The late Aaron Jenkins, grandfather of our illustrious Fire Chief was a pioneer of the company.

Mayor Benjamin and the members of City Council proclaimed Tuesday, August 14, 2018 as Blue Ribbon Taxi Company Day in the City of Columbia.

Ms. Barbara Dotson, President of Blue Ribbon Taxi Company recognized the company's shareholders and drivers who were in attendance. The oldest shareholder is 96 years old. It took all of us to get this done.

Mayor Benjamin left the meeting at 6:26 p.m.

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

Ms. Jacquelyn Richburg, Interim Director of Columbia-Richland 911 Communications introduced Ms. Wendy Royal, Columbia-Richland 911 Communications Shift Supervisor as the July 2018 Employee of the Month. As a ten-year employee, she has risen through the ranks of the department. She works extremely hard and her performance is unmatched.

Mayor Pro-Tem Devine presented Ms. Royal with a plaque and Assistant City Manager Jeff Palen presented Ms. Royal with a token of appreciation for being selected as the City Columbia July 2018 Employee of the Month.

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

Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation announced that since 2005, the foundation has awarded twenty-eight scholarships to assist young people with Sickle Cell disease. She introduced Mr. Timothy Griffin as a Claflin University student and scholarship recipient. She also introduced Mr. Draylen Holmes as this year's poster child. The 13th Annual Dr. James R. Clark Memorial Sickle Cell Walk will be held on Saturday, September 8, 2018 at St. Luke's Episcopal Church, 1300 Pine Street. Dr. Lonnie Randolph, Jr. is this year's walk ambassador.

ORDINANCES - FIRST READING

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

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-042 - Authorizing the Purchase of 1123 Columbia College Drive; Richland County TMS#09216-07-18 from Angelia K. Kilgore for a Stormwater Utility Site; CIP Project #SD8441; CF#251-113.

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

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2018-043 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Lorick Place, LLC, Richland County TMS Numbers 09213-04-14; 11601-24-01; 11601-24-02; 11601-24-03; 11601-24-04; 11601-24-05; 11601-24-06; 09213-08-01; 09213-08-02; 09213-08-03; 09213-08-04; 09213-08-05; 09213-08-06; 09213-08-07; 09213-08-08; 11601-25-04; 11601-25-05; 11601-25-06; 11601-25-01; 11601-25-02; 11601-25-03; 09213-08-09 and 09213-08-10).

RESOLUTIONS

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

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-083 - 8th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor and 5,930 square feet of the 11th floor of 1401 Main Street.

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

Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources explained that we have determined that moving from our own self-insured health plan to the State Health Insurance Program under PEBA is a viable option for us. She outlined the plans that will be offered to fulltime employees and retirees. Once we get your vote today, we will complete our application and look at enrollment for plan year January 2019. We will do a big communication and education push for the plan. She presented a comparison of the two plans. The premiums for some employees will be lower and some of the co-pays for physician visits will be lower. There will be differences in the pharmacy plan. There isn't a copay for generic prescriptions related to certain chronic conditions. We suggest that the premiums for pre-65 retirees be kept at the same rate as active employees. This is an effort to stabilize our plan, see some cost savings, and provide a benefit for all of our populations. We were in a situation where we were going to have to make drastic plan changes. There'll be some gains and losses; we'll have less flexibility. There will be additional costs during the transition due to residual claims. We will be in a four-year contract with the State Health Insurance Program. We are exploring whether or not we will be able to maintain the Employee Health Center and how to adjust our other wellness efforts. Starting next month, we will be communicating this to everybody.

Councilor Devine inquired about the Defined Dollar Benefit (DDB).

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Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources explained that PEBA requires the City's active employees to have the same rates as their other participants. We will be set with those rates as provided by PEBA each year. Each local subdivision can determine what they charge their retirees. We will no longer have the need to maintain the DDB, because we are locked in with a larger group and we don't have to pay claims or the same level of administrative costs. She presented the proposed rates for 2019. In 2019, we will need to decide if we want to maintain that in 2020. After we are in the plan for a year, they will look at our claims activity and potentially charge us an experience rate, which may be a higher amount. Then we could potentially share those costs with the retiree population. We have the flexibility to charge retirees the total amount of the premiums or set up the cost share.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-084 Authorizing the City Manager to execute a Local Subdivision Entity Agreement between the City of Columbia and PEBA for Participation in the State's Health Insurance Program.

PUBLIC HEARING

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

Council opened the Public Hearing at 6:54 p.m.

No one appeared in support of or in opposition to this matter.

Council closed the Public Hearing at 6:54 p.m.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

OTHER MATTERS

47. Council is asked to approve the Installation of sixteen (16) Speed Humps in the Melrose Heights Neighborhood, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed locations. – Approved as amended during the adoption of the agenda.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the installation of sixteen (16) Speed Humps in the Melrose Heights Neighborhood.

48. Council is asked to approve the Installation of two (2) Speed Humps on Bellefield Lane, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed locations. - Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the installation of two (2) Speed Humps on Bellefield Lane.

49. Council is asked to approve "No Through Truck" restrictions on Pickens Street between Rosewood Drive and Superior Street, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed location. - Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve “No Through Trucks” restrictions on Pickens Street between Rosewood Drive and Superior Street.

50. Council is asked to approve the Installation of three (3) Speed Humps on Barhamville Road, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed locations. - Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the installation of three (3) Speed Humps on Barhamville Road.

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51. Council is asked to approve the Installation of two (2) Speed Humps on Catawba Street and "No Thru Trucks" restrictions, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed locations. - Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the installation of two (2) Speed Humps on Catawba Street and "No Thru Truck" restrictions.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Ms. Cherie Waggoner, 1727 Heyward Street appeared before the Council to express concerns about an incident that occurred at her sister's property located at 2015 Greene Street on March 18, 2018. On March 16, 2018, we visited the shop and everything was fine. On March 19, 2018, we went to the shop and her windows were knocked out and the frame had been breached. She received a letter from the Police Department Code Enforcement Division telling her to repair and paint her windows. I made a police report at that time and was told by an officer that two fights had broken out in front of the shop. The windows were installed in two months and the matter was cleared by Code Enforcement. I requested the camera footage of the incident that occurred and that the perpetrator be arrested. In May, Penny Jackson from the City's claims department told me that the police broke out my window. I can't get the camera footage and I can't get the police to answer their phones. I've been down to internal affairs and I still can't get an answer.

Councilor Devine told Mr. Palen to have someone contact Ms. Waggoner within the week. We'll have the Legal Department look at the request for the footage.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

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

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

52. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 134 Coopers Nursery Road; TMS# 28900-03-17 – *Approved on first reading.*

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

Council District: 4

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

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

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 134 Coopers Nursery Road; TMS# 28900-03-17 **and** Ordinance No.: 2018-035 - Annexing and Incorporating 134 Coopers Nursery Road, Richland County TMS #28900-03-17 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

DRAFT

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

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

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and zoned RS-MD, RU and PDD by Richland County.

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

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 107 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road, 167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02 **and** Ordinance No.: 2018-048 - Annexing and Incorporating 10 7 Riding Grove Road, 123 Riding Grove Road, 139 Riding Grove Road,167 Riding Grove Road, 1113 Old National Highway and 160 Riding Grove Road; Richland County TMS# 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

54. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) – *Approved on first reading.*

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

Council District: 1

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

Applicant: Minhaj ul-Quran USA

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) **and** Ordinance No.: 2018-034 - Annexing and Incorporating 527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p), Richland County TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

55. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2313 Apple Valley Road; TMS# 07502-01-19 – *Approved on first reading.*

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

Council District: 1

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

Applicant: Aurora B. Barnhill and Dudley D. Barnhill

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 2313 Apple Valley Road; TMS# 07502-01-19 **and** Ordinance No.: 2018-045 - Annexing and Incorporating 2313 Apple Valley Road, Richland County TMS# 07502-01-19 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

56. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07 – *Approved on first reading.*

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

Council District: 3

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

Applicant: Henry Goodson

Staff Recommendation: Approval

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

DRAFT

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07 **and** Ordinance No.: 2018-046 - Annexing and Incorporating 2019 Joe Frazier Court Richland County TMS# 13516-03-07 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

57. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12 – *Approved on first reading.*

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

Council District: 4

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

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

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12 **and** Ordinance No.: 2018-047 - Annexing and Incorporating 125 Peyton Road, Richland County TMS# 16407-07-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

58. Comprehensive Plan Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31 – *Approved on first reading.*

Council District: 3

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

Applicant: Annette Holdings, Inc.

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

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

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

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

59. Zoning Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31 – *Approved on first reading.*

Council District: 3

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

Applicant: Annette Holdings, Inc.

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

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

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

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

No one appeared in support of or in opposition to Items 58 and 59.

DRAFT

Upon a single motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to *(Item 58)* the Comprehensive Plan Map Amendment Confirmation **and** *(Item 59)* the Zoning Map Amendment Confirmation for 2716 Shop Road; TMS# 16200-04-31.

60. Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11 – *Approved on first reading.*

Council District: 1

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

Applicant: Donald Mims

Staff Recommendation: Approval

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11.

61. Zoning Text and Map Amendment - 1633 Main Street and 1635 Main Street, TMS# 09014-10-08 – *Approved on first reading.*

Ordinance No.: 2018-037 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1633 Main Street and 1635 Main Street, TMS #09014-1 0-08 – *Approved on first reading.*

Council District: 2

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

Applicant: Martha Fowler, CLM Properties

DRAFT

Staff Recommendation: Approval

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

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Text and Map Amendment for 1633 Main Street and 1635 Main Street, TMS# 09014-10-08 **and** Ordinance No.: 2018-037 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1633 Main Street and 1635 Main Street, TMS #09014-1 0-08.

62. Zoning Map and Text Amendment - 1637 Main Street, TMS# 09014-10-07 – *Approved on first reading.*

Ordinance No.: 2018-036 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1637 Main Street, TMS #09014-10-07 – *Approved on first reading.*

Council District: 2

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

Applicant: Martha Fowler, CLM Properties

Staff Recommendation: Approval

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

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

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map and Text Amendment for 1637 Main Street, TMS# 09014-10-07 **and** Ordinance No.: 2018-036 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1637 Main Street, TMS #09014-10-07.

63. Comprehensive Plan – Future Land Use Map Amendment

Ordinance No.: 2018-032 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to modify Future Land Use Classifications throughout the City of Columbia – *Approved on first reading.*

Council Districts: 1, 2, 3, and 4

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

Applicant: City of Columbia

Staff Recommendation: Approval

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

Ms. Krista Hampton, Director of Planning and Development Services explained that this includes over twenty-seven groupings of properties where we are amending the future land use map. This is a result of staff looking ahead at the rewrite of the Comprehensive Plan and identifying inconsistencies in our land use. This is not the zoning.

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2018-032 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to modify Future Land Use Classifications throughout the City of Columbia.

Council closed the Zoning Public Hearing at 7:12 p.m.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

APPOINTMENTS

64. Council is asked to approve the appointment of one (1) individual to the Central Midlands Regional Transportation Authority. – *This matter was deferred.*

65. Columbia Housing Authority – *This matter was deferred.*

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

67. Council is asked to approve the appointment of one (1) individual to the Transportation Penny Advisory Committee. – *This matter was deferred.*

APPEARANCE OF THE PUBLIC

Ms. Connie Murray said we have a problem in the 1400 block of Prescott Road where a young lady was found dead in a wooded area that needs to be cut down. There are prostitutes up and down the street and the police need to patrol that area. It is dangerous.

Ms. Marguerite Grant said I live across the street from where Brenda Jackson was murdered. Another person was killed in front of my door. There's not enough light out there. The ladies of the night are up and down Prescott Road and Koon Street all night. They go on that property and behind the buildings. It's a safety issue. A man was living across the street in one of the buildings and he used my property while I was at work. I feel like my life is in danger.

Councilor Davis said I spoke with the Police Department. We are working to have that building demolished once we determine ownership. I agree with the cutback and increasing the lighting on Koon and Prescott. We are working on a definite plan.

Councilor Devine requested a lighting assessment. We have to determine the owner. We can patrol and we will respond to you about the status.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 7:19 p.m.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 14, 2018

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Furniture for the new location of Water Customer Service, as requested by Columbia Water. Award to Connecting Elements, a certified Local Business Enterprise using the SC State Contract in the amount of $72,312.74. This vendor is located in Columbia, SC.**

REQUISITION NO.: **R190468**

FINANCIAL IMPACT: **Funding Source: Customer Service - Small Office Furniture; 5511407-621010. The original budgeted amount is $72,312.74**

ORIGINAL BUDGET: **$72,312.74**

BUSINESS PROGRAM: **Local Business Enterprise Program**

CLEAN WATER 2020?: **No**

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

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

ATTACHMENTS:

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

City of Columbia

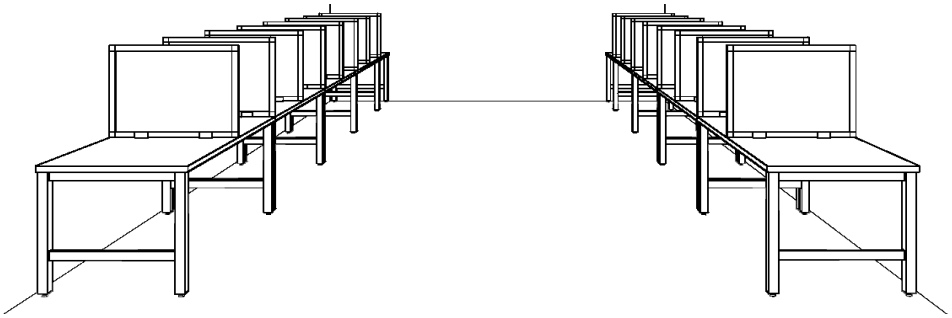
1401 Main Street

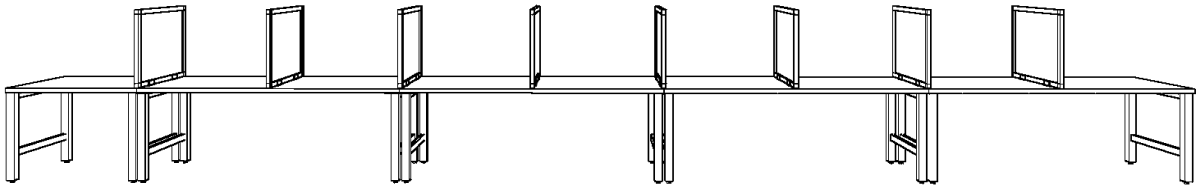
Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price
Area A - Field Service			
18	**AIS - Natick - Task Chairs** Graduated Black Mesh Back Task Chair - Armless Black Nylon Base w/ Casters 300lb Weight Capacity Grade A Seat Upholstery Allowance	$ 294.00	$ 5,292.00
18	**AIS - Calibrate - Office Casegoods** 30" x 36" Laminate Worksurface w/ 24" H Territory Screens Metal A-Leg Bases	$ 393.79	$ 7,088.22
		Area A Total:	$ 12,380.22





City of Columbia

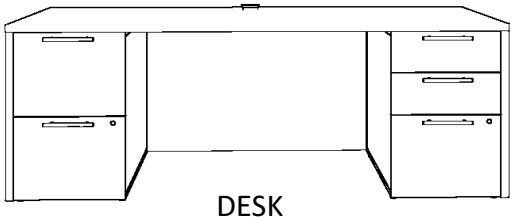
1401 Main Street

Furniture Proposal

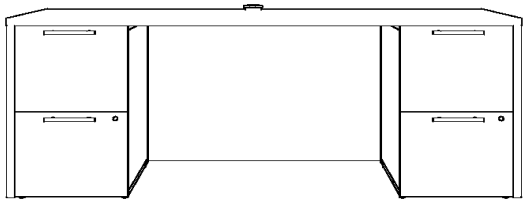
Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price
Area B - Office			
1	**AIS - Natick - Task Chair** Graduated Black Mesh Back Task Chair w/ Height Adjustable Arms Black Nylon Base w/ Casters 300lb Weight Capacity	$ 315.00	$ 315.00
1	**AIS - Paxton - Guest Chair** Black Mesh Back Side Chair w/ Arms Grade A Seat Upholstery Allowance	$ 147.50	$ 147.50
1	**AIS - Calibrate - Office Casegoods** 30" x 72" Laminate Desk w/ Full Modesty, BBF and FF Pedestals & Center Grommet 24" x 72" Laminate Credenza w/ (2) FF Pedestals & Center Grommet All Locks Keyed Alike (Per Office)	$ 2,033.09	$ 2,033.09



DESK



CREDENZA

Area B Total: $ 2,495.59

City of Columbia

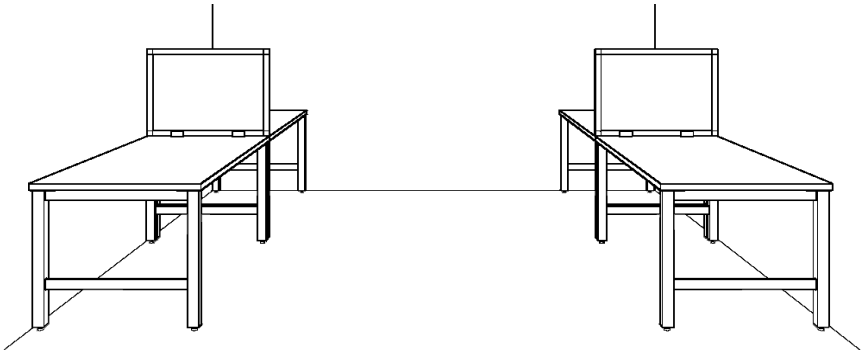
1401 Main Street

Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price
Area C - Advocate Room			
4	**AIS - Natick - Task Chairs** Graduated Black Mesh Back Task Chair - Armless Black Nylon Base w/ Casters 300lb Weight Capacity Grade A Seat Upholstery Allowance	$ 294.00	$ 1,176.00
4	**AIS - Calibrate - Office Casegoods** 30" x 72" Laminate Worksurface w/ 24" H Territory Screens Metal A-Leg Bases	$ 585.63	$ 2,342.52



Area C Total: $ 3,518.52

City of Columbia

1401 Main Street

Furniture Proposal

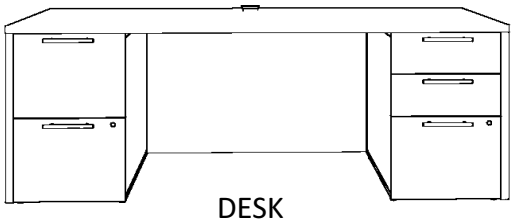
Date: 8-8-18

Connecting Elements

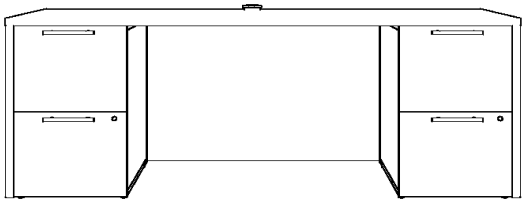
Qty	Description	Unit Price	Ext. Price

Area D1 - Offices (1) Guest Chair

2	**AIS - Natick - Task Chair** Graduated Black Mesh Back Task Chair w/ Height Adjustable Arms Black Nylon Base w/ Casters 300lb Weight Capacity	$ 315.00	$ 630.00
2	**AIS - Paxton - Guest Chair** Black Mesh Back Side Chair w/ Arms Grade A Seat Upholstery Allowance	$ 147.50	$ 295.00
2	**AIS - Calibrate - Office Casegoods** 30" x 72" Laminate Desk w/ Full Modesty, BBF and FF Pedestals & Center Grommet 24" x 72" Laminate Credenza w/ (2) FF Pedestals & Center Grommet All Locks Keyed Alike (Per Office)	$ 2,033.09	$ 4,066.18



DESK



CREDENZA

Area D1 Total: $ 4,991.18

City of Columbia

1401 Main Street

Furniture Proposal

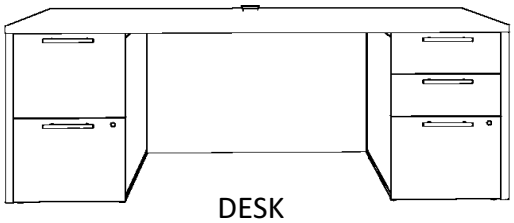
Date: 8-8-18

Connecting Elements

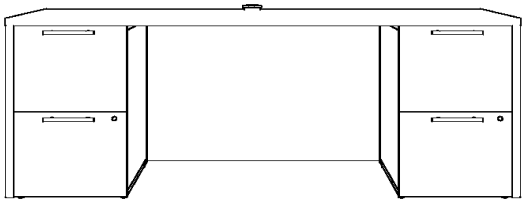
Qty	Description	Unit Price	Ext. Price

Area D2 - Office's (2) Guest Chairs

3	**AIS - Natick - Task Chair** Graduated Black Mesh Back Task Chair w/ Height Adjustable Arms Black Nylon Base w/ Casters 300lb Weight Capacity	$ 315.00	$ 945.00
6	**AIS - Paxton - Guest Chair** Black Mesh Back Side Chair w/ Arms Grade A Seat Upholstery Allowance	$ 147.50	$ 885.00
3	**AIS - Calibrate - Office Casegoods** 30" x 72" Laminate Desk w/ Full Modesty, BBF and FF Pedestals & Center Grommet 24" x 72" Laminate Credenza w/ (2) FF Pedestals & Center Grommet All Locks Keyed Alike (Per Office)	$ 2,033.09	$ 6,099.27



DESK



CREDENZA

Area D2 Total: $ 7,929.27

City of Columbia

1401 Main Street

Furniture Proposal

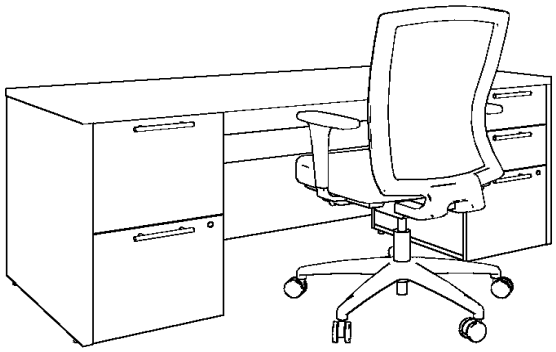
Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price

Area E - Open Offices plus (3) Additional Desks and Chairs

7	**AIS - Natick - Task Chair** Graduated Black Mesh Back Task Chair w/ Height Adjustable Arms Black Nylon Base w/ Casters 300lb Weight Capacity Grade A Seat Upholstery Allowance	$ 315.00	$ 2,205.00
7	**AIS - Calibrate - Casegoods** 30" x 72" Laminate Desk w/ Access Modesty, BBF and FF Pedestals w/ Center Grommet All Locks Keyed Alike (Per Desk Unit)	$ 1,004.67	$ 7,032.69



Area E Total: $ 9,237.69

Area F - Breakroom

6	**AIS - Pierce - Bar Stool** Plastic Seat and Back Bar Stool	$ 175.50	$ 1,053.00
2	**Office Source - Bleeker Street - Café Table** 36" Round Laminate Top Café Table 41" H Brushed Aluminum Café Height Base	$ 265.74	$ 531.48

Area F Total: $ 1,584.48

City of Columbia

1401 Main Street

Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price

Area G - Training Room

6	**AIS - Stow- Flip/ Nest Training Chair** Black Mesh Back Chair- Armless Flip Nest Base w/ Casters Grade A Seat Upholstery Allowance	$ 215.50	$ 1,293.00
6	**Office Source - Training Table** 24" x 48" Laminate Top Training Table Metal Flip/Nest Base w/ Casters	$ 257.14	$ 1,542.84

Area G Total: $ 2,835.84

Area H- Conference Room

8	**AIS - Natick - Task Chair** Upholstered Back & Seat Task Chair w/ Height Adjustable Arms Polished Aluminum Base w/ Casters 300lb Weight Capacity Grade A Upholstery Allowance	$ 399.00	$ 3,192.00
2	**AIS - Paxton - Guest Chair** Black Mesh Back Side Chair w/ Arms Grade A Seat Upholstery Allowance	$ 147.50	$ 295.00
1	**AIS - Calibrate - Conference Table** 48" d x 96"w Laminate Boat Shaped Conference Table w/ Knife Edge	$ 1,125.37	$ 1,125.37

Area H Total: $ 4,612.37

City of Columbia

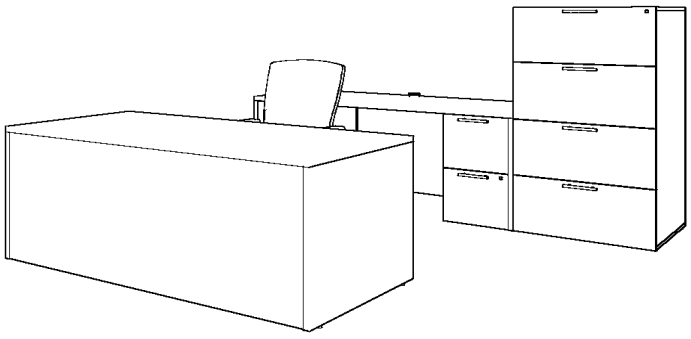
1401 Main Street

Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price
Area I - Angela's Office			
1	**AIS - Natick - Task Chair**	$ 315.00	$ 315.00
	Graduated Black Mesh Back Task Chair w/ Height Adjustable Arms		
	Black Nylon Base w/ Casters		
	300lb Weight Capacity		
	Grade A Seat Upholstery Allowance		
2	**AIS - Paxton - Guest Chair**	$ 147.50	$ 295.00
	Black Mesh Back Side Chair w/ Arms		
	Grade A Seat Upholstery Allowance		
1	**AIS - Calibrate - Office Casegoods**	$ 2,998.69	$ 2,998.69
	30" x 72" Laminate Desk w/ Full Modesty, BBF and FF Pedestals & Center Grommet		
	24" x 72" Laminate Credenza w/ (2) FF Pedestals & Center Grommet		
	24"x 24" 4 Drawer Lateral File		
	All Locks Keyed Alike		



Area I Total: $ 3,608.69

City of Columbia

1401 Main Street

Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price

Area J - Storage Room

5	**Office Source - Heavy Duty - Wire Shelving Unit** 36"W x 21"D x 72"H 300lb Weight Capacity	$ 150.17	$ 750.85

Area J Total: $ 750.85

Area K - Storage Room

3	**Office Source - Heavy Duty - Wire Shelving Unit** 36"W x 21"D x 72"H 300lb Weight Capacity	$ 150.07	$ 450.21
1	**Global Industrial - Commercial Clothing Rack** 48" W x 24" D x 74"D Rack with Self Leveling Feet 3 Adjustable Shelves and 18 Hangers	$ 213.33	$ 213.33

Area K Total: $ 663.54

City of Columbia

1401 Main Street

Furniture Proposal

Date: 8-8-18

Connecting Elements

Qty	Description	Unit Price	Ext. Price

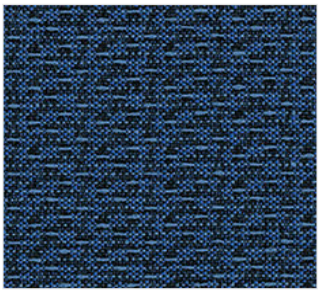
Task Chairs for Cube Areas #1 & #2

42	**AIS - Natick - Task Chairs** Graduated Black Mesh Back Task Chair - Armless Black Nylon Base w/ Casters 300lb Weight Capacity Grade A Seat Upholstery Allowance	$ 294.00	$ 12,348.00
	Cubical Task Chairs Total:		$ 12,348.00

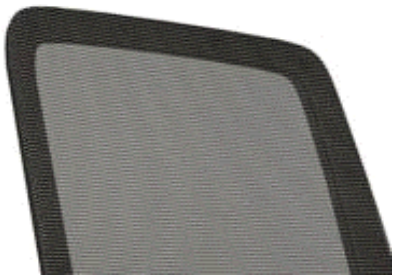
Grand total: **$ 66,956.24**

* Applicable sales tax not included in this total, and is additional.

Chair Seat Upholstery

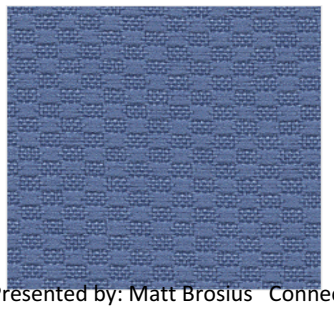


Chair Back Mesh (Black)



Desk and Conference Table Laminate

Dividing Screen Fabric



Screen Frame and Leg Paint

Training Table Tops and Break Room Table Tops Lamiante

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Columbia-Richland 911 Communications**

FROM: ***Jacquelyn Richburg, Interim Director***

SUBJECT: **Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2018/2019, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of $75,500.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R192590**

FINANCIAL IMPACT: **Funding Source: City Account:1012701-638200 ($37,750) and County Account: 2082702-638200 ($37,750). The original budgeted amount is $75,500.00.**

ORIGINAL BUDGET: **75,500.00**

CLEAN WATER 2020?: **No**

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

TO: Teresa B. Wilson, City Manager

FROM: Jacquelyn Richburg, CRC 911 Interim Director

DATE: 8/27/18

RE: 2018/2019 Everbridge Emergency Notification System Renewal Service Agreement

---

Please find attached for your review and approval the 2018/2019 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2019 and is jointly funded (50/50 split) with Richland County:

City Account 1012701 Object Code 638200 $37,750.00

County Account 2082702 Object Code 638200 $37,750.00

Total Cost: $75,500

Thank you for your kind consideration in this matter.

/Attachments

JR/ss

ATTACHMENTS:

- **#a:** 2018-2019 EVERBRIDGE RENEWAL REQUEST QUOTE (PDF)

CITY OF COLUMBIA

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

TO: Teresa B. Wilson, City Manager

FROM: Jacquelyn Richburg, CRC 911 Interim Director JR ER

DATE: 8/27/18

RE: 2018/2019 Everbridge Emergency Notification System Renewal Service Agreement

---

Please find attached for your review and approval the 2018/2019 Everbridge Emergency Notification System Renewal Service Agreement between the City of Columbia and Everbridge Systems.

This agreement will continue service through August 31, 2019 and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	$37,750.00
County Account 2082702	Object Code 638200	$37,750.00

Total Cost: $75,500

Thank you for your kind consideration in this matter.

/Attachments

JR/ss

CITY OF COLUMBIA

We Are Columbia

Columbia – Richland 9-1-1 Communications
1800 Laurel St | Columbia, South Carolina 29201
Phone: 803-988-8005 Fax: 803-255-8139

Matter No.: 18001835
Attorney: DMT
Date In: 8/16/18
File No.:
Date Out: 8/24/18

To: Legal Review

From: Jacquelyn Richburg, 911 Interim Director

Subject: 2018-2019 Everbridge Mass Notification System Service Renewal Quote

Date: August 16, 2018

Attached please find our 9/1/2018 thru 8/31/2019 Everbridge Mass Notification System Service Renewal Quote

This is submitted:

APPROVED AS TO FORM
Legal Department City of Columbia, SC

_____ (1) For your information

__X__ (2) For your staff's review and comment

_____ (1) Other

JR/ss

Attachments

everbridge®

155 North Lake Avenue, Suite 800
Pasadena, CA 91101 USA

tel: +1 818 230 9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:
Teresa Wilson
City of Columbia
City of Columbia Information Technology
1800 Laurel Street
Columbia SC 29217
United States
Ph: (803) 545-3011
Fax:
Email: tbwilson@columbiasc.net

Quote #: Q-16042
Date: 6/6/2018
Expires On: 8/31/2018
Confidential

Salesperson: Bridget Sarris
Phone:
Email: bridget.sarris@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	9/1/2018
Contract End Date:	8/31/2019

Contact Summary:

Household Count:	145,000
Employee Count:	5,000

Qty	Description	Price
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 70,000.00
1	Smart Weather Alerting (Includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 75,500.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 75,500.00**

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

To accept this quote, sign, date and return:

Signature: Teresa Wilson Date: 8/27/2018

Name (Print): Teresa Wilson Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Smith, Shenique L

From: Richburg, Jacquelyn E
Sent: Friday, August 24, 2018 2:25 PM
To: Smith, Shenique L
Subject: 8/24/18 - Document Review Return - 18-19 Everbridge Mass Notification System Service Renewal Quote - Assignment 18001835
Attachments: 18001835 - 18-19 Everbridge Mass Notification System Service Renewal Quote.pdf

From Sylvia.

We Are Columbia

Jacquelyn E. Richburg, Interim Director
Columbia-Richland 911 Communications
1800 Laurel Street, Columbia, SC 29201

Phone: 803-988-8005
Fax: 803-255-8139
Cell: 803-760-9530

Email: Jacquelyn.Richburg@columbiasc.gov

From: White, Sylvia
Sent: Friday, August 24, 2018 12:54 PM
To: Watson, Tasha L <Tasha.Watson@columbiasc.gov>; Richburg, Jacquelyn E <Jacquelyn.Richburg@columbiasc.gov>
Subject: FW: 8/24/18 - Document Review Return - 18-19 Everbridge Mass Notification System Service Renewal Quote - Assignment 18001835

Tasha,

Please have Ms. Wilson sign the attached and send signed document to Jackie Richburg.

Thanks,

Sylvia

From: Richburg, Jacquelyn E
Sent: Friday, August 24, 2018 12:48 PM
To: White, Sylvia <Sylvia.White@columbiasc.gov>
Subject: 8/24/18 - Document Review Return - 18-19 Everbridge Mass Notification System Service Renewal Quote - Assignment 18001835

Attachment for your review, and signature so I can forward to City Manager, or will you forward to the City Manager. Shenique is out today.

Thank You,

Jackie

We Are Columbia

Jacquelyn E. Richburg, Interim Director
Columbia-Richland 911 Communications
1800 Laurel Street, Columbia, SC 29201

Phone: 803-988-8005
Fax: 803-255-8139
Cell: 803-760-9530

Email: Jacquelyn.Richburg@columbiasc.gov

From: Jones, Jessica M
Sent: Friday, August 24, 2018 8:56 AM
To: Richburg, Jacquelyn E <Jacquelyn.Richburg@columbiasc.gov>
Cc: Legal Review <legalreview@columbiasc.gov>
Subject: 8/24/18 - Document Review Return - 18-19 Everbridge Mass Notification System Service Renewal Quote - Assignment 18001835

Jacquelyn,

The attached document has been reviewed and approved as to form. The original will be forwarded to you via inter-office mail. Should you have any concerns regarding this matter, please contact us.

Jessica Jones, Paralegal/ FOIA Coordinator
Office of the City Attorney – FOIA Division
P.O. Box 667
Columbia, SC, 29202
Phone: 803-737-4242
Direct: 803-737-0000
Fax: 803-737-4250

FOIA@columbiasc.net

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve a Professional Services Agreement to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of $83,800.00. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: - General Fund 2035205-688200 and 2124312-688200. The original budgeted amount is $83,800.00.**

ORIGINAL BUDGET: **$83,800.00**

ATTACHMENTS:

- **#a:** 2018 - One Columbia Professional Services Contract - 18002016 (PDF)

ONE COLUMBIA
ARTS AND HISTORY

April 17, 2018

City of Columbia
Attn: City Manager Teresa Wilson
1737 Main Street
Columbia, SC 29201

Deliverables
July 1, 2018 to June 30, 2019

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City of Columbia.

Deliverables include:

- Maintain a comprehensive calendar of the arts and amplify cultural events through email and social media campaigns that reach over 10,000 citizens and tourists weekly
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
- Conduct public art initiatives for commissioning new works of public art on the City's behalf and maintain a directory of the Midlands' public art
- Promote the City of Columbia through participation in national celebrations of the arts, such as National Poetry Month and International Make Music Day
- Encourage development of busking and street performance as a method for making Columbia more livable and a creative destination for tourists
- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Manage the Gallery at City Hall, which provides a public space for visitors to freely encounter art
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector

One Columbia for Arts & History is very grateful for your recognition of the enduring value of the arts and historic preservation in advancing Columbia's standing as a vibrant and livable community where creativity and preservation can be fostered to the benefit of residents and visitors alike. With your support, we will continue to utilize artistic expression and creativity in ways that solve problems, create economic incentives and make Columbia a vibrant and unique place to live and work. Thank you for this opportunity.

1219 Taylor Street, Columbia, SC 29201 | 803.254.5008 | onecolumbiasc.com | @OneColumbia

Sincerely,

R. Lee Snelgrove
Executive Director
One Columbia for Arts & History

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The City of Columbia (hereinafter called the "City") and OneColumbia for Arts and History (hereinafter called the "Contractor") to provide the services herein described.

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

The Term of this Agreement commenced on July 1, 2018 and shall expire on June 30, 2019.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed Eighty-Three Thousand and Eight Hundred Dollars and No/100 ($83,800.00).

Payment shall be made for work performed every four (4) weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

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

5. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

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

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

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION OF CONTRACT FOR CAUSE

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

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

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

12. INTEREST OF CONTRACTOR

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

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

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, gender identity, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

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

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

17. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson

TITLE: City Manager

DATE: _____

WITNESSES AS TO CONTRACTOR:

_____

_____

ONECOLUMBIA FOR ARTS AND HISTORY

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Appendix A

Deliverables
July 1, 2018 to June 30, 2019

One Columbia will advise, amplify and advocate for strengthening and unifying the arts and history community by supporting arts and historic preservation tourism, promoting collaboration, coordinating advertisements, celebrating the role of arts and history in this community, and will continue to serve in the role of an office of cultural affairs for the City ofColumbia.

Deliverables include:

- Maintain a comprehensive calendar of the arts and amplify cultural events through email and social media campaigns that reach over 10,000 citizens and tourists weekly
- Developing arts audiences through programs that engage the community, demonstrate the breadth of arts activities and provide access to new cultural experiences
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- Promote the City of Columbia through participation in national celebrations of the arts, such as National Poetry Month and International Make Music Day
- Encourage development of busking and street performance as a method for making Columbia more livable and a creative destination for tourists
- Facilitate inclusive thematic celebrations of Columbia's creativity and history through partnerships among arts organizations
- Manage the Gallery at City Hall, which provides a public space for visitors to freely encounter art
- Provide meeting space and other services for artists and arts organizations
- Maintain and share information about the impact of the arts and culture sector

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract Extension for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed $407,268.00. This vendor is located in Graham, NC.**

PURPOSE: **This is a purchase for items/goods so the subsequent PO will serve as the contract instrument, if approved by City Council.**

REQUISITION NO.: **R192262 & R192261**

FINANCIAL IMPACT: **Funding Source: Fire Administration - County - Safety Clothing and Supplies 2082301-625900 and GL1012303-625900 - The original budget amount is $410,000.**

ORIGINAL BUDGET: **$410,000**

CLEAN WATER 2020?: **No**

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

ATTACHMENTS:

- **#a:** Extension Letter (PDF)
- #b: Newton Quotes (PDF)

We Are Columbia

August 6, 2018

Newton's Fire & Safety Equipment Inc.
2724 Darrell Newton Dr.
Graham, NC 27253
Re: Bunker Gear for Fire Department
Contract Extension, BID 009-16-17

To Mr. Newton,

The initial awarded period on the above referenced contract has expired on 6/30/2018. At this time, the City would like to use the first of two additional one year options extending this contract until 6/30/2019 at the current price.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Thursday, 8/9/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Kimberly S. Brown,
Kimberly S Brown

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID 009-16-17) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID 009-16-17 are applicable, fully enforceable and will remain unchanged.

SN Yes _____ No

Seth Newton 8/8/18 — Seth Newton / Vice President

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 8/9/18

Sandra A. Wright — Date

Purchasing Agent Signature

_____ / _____

Teresa B. Wilson — Date

City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.
PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: **800-672-5918** Fax: (336) 578-1982

Quotation

Date: August 10, 2018
Quote #: 0
Purchased/Requested By: Chief Williams
Salesperson: Seth Newton
County: Richland
Payment Terms: NET/30
FOB: Destination

BILL TO: Columbia Fire Dept

SHIP TO: Columbia Fire Dept Logistics
1901 Harden St
Columbia, SC 29201

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
100		LTO-62BG	Morning Pride PBI Max Gear Black per Specifications	$ 2,095.00	$ 209,500.00

*Freight Free

	Sales Total:	$ 209,500.00
	Estimated Freight:	Free
8.00%	Sales Tax:	$ 16,760.00
	Total:	**$ 226,260.00**

NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.
PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: **800-672-5918** Fax: (336) 578-1982

Quotation

Date: August 10, 2018
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County: Richland
Payment Terms: NET/30
FOB: Destination

BILL TO: Columbia Fire Dept

SHIP TO: Columbia Fire Dept Logistics
1901 Harden St
Columbia, SC 29201

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
80		LTO-62BG	Morning Pride PBI Max Gear Black per Specifications	$ 2,095.00	$ 167,600.00

*Freight Free

	Sales Total:	$ 167,600.00
	Estimated Freight:	Free
8.00%	Sales Tax:	$ 13,408.00
	Total:	**$ 181,008.00**

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of MSA Self-Contained Breathing Apparatus G1 Air Packs, Cylinders, and Masks, as requested by the Columbia Fire Department. Award to Newton's Fire & Safety Equipment, Inc., as a Sole Source in the amount of $1,399,977.00. This vendor is located in Swepsonville, NC.**

REQUISITION NO.: **R192943**

FINANCIAL IMPACT: **Funding Source: General Capital Projects – SCBA Replacement – Machinery & Equipment Capital; 4039999-CP108103-658300 - The original budget amount is $1,399,977.00.**

ORIGINAL BUDGET: **$1,399,977.00**

CLEAN WATER 2020?: **No**

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

Sec 2-204. (5) of the City Ordinance. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Sole source procurements.

ATTACHMENTS:

- **#a:** Partially Signed Sole Source (PDF)

Requisition # R192943

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Fire (1) Division,

MSA SCBA G1 Air Packs, Cylinders, Masks (2)

as a sole source procurement from Newton's Fire & Safety Equipment (3)

based upon the following justifications Newton's Fire & Safety Equipment (4)

is the sole authorized distributor of MSA SCBA and Thermal Imaging Cameras for the Municipal Fire Service Market in Richland County, South Carolina.

This sole source is valid through June 30, 2019 **Amount $** 1,399,977.00

Fire	Aubrey D. Jenkins	9/10/18
Department	Signature of Department Head	Date
	Signature of Purchasing Agent	9/13/18 Date

Form must be route in the order of the signatures

Signature of Finance Director	Date
Signature of Asst. City Manager	Date
Signature of City Manager	Date

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

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

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

NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.
PO Box 13 ~ 2724 Swepsonville-Saxapahaw Rd.
Swepsonville, NC 27359
Toll Free: 800-672-5918 Fax: (336) 578-1982

Quotation

Date: July 17, 2018
Quote #:
Purchased/Requested By: Paul Baust
Salesperson: Seth Newton
County: Richland
Payment Terms: NET/30
FOB: Origin PPD/Add

BILL TO: Columbia Fire Dept
(City of Columbia)

SHIP TO: Columbia Fire Dept
1901 Harden St
Columbia, SC 29201

Quantity	Units	Item No.	Item Description	Unit Price	Extd. Price
157			MSA G1 4500 PSI SCBA w/Threaded Remote Connection	$ 4,930.00	$ 774,010.00
			Standard Harness w/Chest Strap, Metal Cylinder		
			Band. Adjustable Swiveling Lumbar Pad, Solid Cover		
			Left Shoulder Regulator w/Continous Hose, ExtendAire II		
			Left Chest Speaker Module, Telemtry PASS on		
			on Right Shoulder, Rechargeable Battery		
			G1FS-422MA2C2LCR		
157		10156467	MSA Kevlar Transfill Pouch Only	$ 170.00	$ 26,690.00
297		10156424-SP	MSA 4500 PSI 45 Minute Superlight Cylinder	$ 835.00	$ 247,995.00
280		G1FPFM1M4C1	MSA G1 Facepiece Hycar Rubber w/4 Point Adustable	$ 252.00	$ 70,560.00
			Harness & Neck Strap		
20		10144230	MSA G1 Spectacle Kit	$ 80.00	$ 1,600.00
3		10072240	MSA Base Station w/Magnetic Antenna	$ 1,375.00	$ 4,125.00
1		10158407	MSA G1 RFID Reader/Writer	$ 395.00	$ 395.00
100		10083875	MSA M7 ID Tag	$ 25.00	$ 2,500.00
122		ATO Config "G"	MSA Integrated Thermal Imaging Camera	$ 795.00	$ 96,990.00
20		10158385	MSA G1 6 Bank Battery Charging Station	$ 385.00	$ 7,700.00
170		10148741-SP	MSA G1 Replacement Lithium-Ion Rechargeable Batteries	$ 210.00	$ 35,700.00
6		10165336	MSA RescueAire II Conversion Kit, G1	$ 605.00	$ 3,630.00
12			MSA PremAire Conversion Kit, G1	$ 625.00	$ 7,500.00
16		10156426-SP	MSA 4500 PSI 60 Minute Superlight Cylinder	$ 1,055.00	$ 16,880.00
			*Freight Free		

		Sales Total:	$ 1,296,275.00
		Estimated Freight:	
(Richland)	8.00%	Sales Tax:	$ 103,702.00
		Total:	**$ 1,399,977.00**

NOTES:

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

August 30, 2018

City of Columbia Fire Department

To Whom It May Concern:

Thank you, Columbia Fire Department for your interest in the MSA product line.

This letter confirms that Newton's Fire & Safety is the sole authorized distributor of MSA SCBA and Thermal Imaging Cameras for the Municipal Fire Service Market in Richland County, South Carolina.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

Scott McGuire

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com

We Are Columbia

MEETING DATE:	**September 18, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Phase II of Project SS7274; Sanitary Sewer Extension at Richard Street and Clement Road, as requested by Columbia Water. Award to 4D Engineering, a Minority Business Enterprise (Woman) in the amount of $155,220.00. This firm is located in Lexington, SC.**
PURPOSE:	**This is a Clean Water 2020 Program Project and a Protégé Led Project. 4D Engineering is the Protégé and will provide 91% ($141,220) of the contract value.** **The following sub-consultants will provide additional services:** **GEL Engineering of Lexington, SC will provide 4.8 % ($7,500.00) of the contract value.** **ECS Limited of Lexington, SC will provide 4.2% ($6,500.00). of the contract value.**
REQUISITION NO.:	**R192214**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS727402-658650 Water & Sewer Capital Projects – Richard St. Phase II – Capital Project Costs. The original budgeted amount is $155,220.00.**
ORIGINAL BUDGET:	**$155,220.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Foster a healthy quality of life, Provide high quality municipal services**

The above referenced Agreement is to compensate Consultant for providing technical engineering support for the extension of sanitary sewer mains to two locations on Richard Street and Clements Road. The services being provided will encompass the following:

Task 100 -Evaluation and Design Phase Project Management and Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation (If Required)

Task 500 -Final Design

Task 600 - Permits & Property (As deemed necessary)

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Close-out

TASK 1100 - Additional Services

Services to be performed will impact City Council District 1. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** 4DEngineering.2018.SanitarySewerExtensionatRichardStandClementRd.SS7274.agr.nj (PDF)
- #b: SS7274 Project Location Map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ0011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and 4D Engineering, (hereinafter referred to as the "Consultant"), to provide technical engineering support for the extension of sanitary sewer mains to two locations on Richard Street and Clements Road.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

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

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of 10 months, or at such time total compensation provided for herein is reached, whichever is later.

The decision whether to extend the Agreement, upon written request, shall be in the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of

the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Fifty-Five Thousand, Two Hundred Twenty Dollars and No/100 ($155,220.00).

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

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	0 %
LSA	0 %

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

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 Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification and Insurance

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

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

The Consultant is expected to make Consultant's services available to other entities but agrees to

refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

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

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: 4D Engineering, 603 South Lake Drive, Lexington, SC 29072.

XIV. Consent Decree (Not Applicable)

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S.

Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

XV. Miscellaneous

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

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

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination

requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____
Witness Teresa Wilson, City Manager

4D ENGINEERING

Janet L. Deep, CEO _____ Date: 8/29/18
Print: Name/Title Signature

Recommended by:

_____
Joseph D. Jaco, P.E., Director of Utility Operations

_____
Clint Shealy, P.E., Assistant City Manager for Columbia Water

_____
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM
Legal Department City of Columbia, SC

EXHIBITS FOR SS7274

Exhibit A – Scope of Services

Exhibit B- Compensation

Exhibit C- Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7274 – Sanitary Sewer Extension at Richard St (Phase II) and Clement Rd

The services performed by 4D Engineering (Consultant) as a part of this project include providing technical engineering support to the City of Columbia (City) for the extension of sanitary sewer mains as follows:

City is planning to extend sanitary sewer services to two locations:

- The City installed 10" sanitary sewers (the project is referred as "Richard Street Phase I") from Basil Road to Blane Street pump station and provided stubs for most of the residents to connect their sanitary sewer. Only a few residents connected to the Sewer based on the review of sewer accounts. Since this project did not extend the sanitary sewer service to all the residents in this neighborhood, City would like to add additional sewers in this neighborhood to serve **all residential customers**.

- City would like to extend sanitary sewer service to 3701(Church of God) and 3707 (Pastor's residence) Clement Road. Sewer service currently exists on McRae St, Aberdeen Ave, and Kensington Rd that should be considered in selecting the most cost-effective way of providing sewer service to these two locations.

The City has gathered and shared the following information with the Consultant earlier.

1. Survey (in an AutoCAD file) of existing MHs including rim and invert elevations and limits of survey,
2. As-built information of the sewer,

In this scope and all associated attachments, the City and OWNER are synonymous. The term Consultant refers to the firm performing the field services (Engineer OR Subconsultant) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

Task 100 –Evaluation and Design Phase Project Management and Administration

110 General Project Administration

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

- Communicate with the City through a single point of contact, the Consultant's Project Manager.
- For Tasks 100 through 700, provide monthly schedule updates to the City. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the City for review. The project

schedule shall be created in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the City for review shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint.

- For Tasks 100 through 700 and with each monthly progress report, Consultant shall submit and load to SharePoint a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated. A comprehensive list is to be provided identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.) during the preceding month. A sample Work Summary template will be provided by the City.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.

120 Coordination Meetings

- Throughout the project, the Consultant will maintain regular contact with City staff. This scope includes a kickoff meeting at the beginning of the project and 6 monthly progress meetings during the execution of Tasks 100 through 700, and includes a 30, 60, and 90 Percent Design Review Meeting. The Consultant will issue meeting minutes for each meeting during Tasks 100 through 700. At the project milestones (30, 60, and 90 percent), the Consultant will compile all comments received during the meetings and respond with one consolidated set of comments to the City using the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual reviewers before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the City for final review and approval. Revisions to the drawings will subsequently be made to incorporate the City's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30, 60, and, 90 percent and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless otherwise specified. Milestone checklists will be used by the City's review team during the design review meetings. A copy of these checklists will be provided by the City.

130 Project Management & Coordination with the CITY

- Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and all other design and management aspects. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and

addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

- The Consultant shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend one public meeting referred as "Quarterly Drop-in" that will occur at the City Hall, approximately at the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping and will show the project relevant information upon request at the meeting.
- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.

150 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for the pre-construction meeting
- Agenda and Minutes for 6 monthly progress meetings
- Notification, displays, and handouts for (1) Public Meeting
- Minutes, with City review comments, from the three milestone review meetings

Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 Sewer Assessment

- This task includes review and analysis of the City's survey, Record Drawings, and other information provided by the City to determine the best method of extending new sewer services in these two locations. The Consultant shall also identify utility conflicts that are found during the review and submit a list of these conflicts to the OWNER with a recommendation on how to proceed. Marking of utilities is not included in the scope.

220 Develop Recommendations

- The recommended approach shall be determined based on all available information. The Consultant is to evaluate all applicable options and make recommendations based on cost and other factors such as long-term

operation and maintenance, community impacts, existing or new easements, etc.

- Cost estimates of all alternatives shall be prepared along with a conceptual design level cost estimate for the recommended plan. A recommended implementation schedule shall also be prepared. This task includes a meeting to review the recommended approach.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.

- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Preliminary Engineering Report (30% design submittal)

The Consultant shall prepare a Preliminary Engineering Report (PER) summarizing all work completed and outlining the recommended plan. The Consultant will submit a draft PER to the City and attend a meeting to discuss the City's comments. Following the meeting, the Consultant shall incorporate the City's comments and finalize the report. This submittal is considered the 30 percent design and this meeting is considered the 30 Percent Design Review Meeting.

Consultant shall identify all required easements as part of the PER and provide updates monthly after this meeting.

The PER should also include a conceptual level cost estimate of the recommended plan. At a minimum, the PER should consist of the following sections:

- **Section 1 – Background and Purpose**
  - Describes the study area, background, and project objectives
- **Section 2 – Alternative Analysis and Route Selection**
  - Consultant will identify all applicable alternatives for the sewer extension of the study area and conduct alternative analysis. Consultant will recommend an alternative that meets the project objective within the existing easement or obtaining new easement.

- **Section 3 – Costs**
  - Contains all alternative cost estimates as well as the cost estimate (including assumptions used in the estimate) of the recommended plan

260 Task 200 Deliverables

- Agenda and Minutes from the 2 progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and notes for utility and regulatory agency meetings

Task 300 - Survey and Utility Mapping

Consultant's surveyor shall survey, research, plat, and prepare all easement descriptions for all required permanent easements that will be required to construct the proposed sewer line. Exhibits shall be prepared in accordance with the standards of the City for recording.

- Provide a discussion for any additional survey other than City provided survey information and as well as any required geotechnical investigations (under Task 400 – Geotechnical Investigations). If additional survey is required, the Consultant shall:
  - Coordinate with City to send survey notification letters. Consultant to provide addresses and property owners.
  - All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods to the City.

310 Task 300 Deliverables

- List of property owners along the survey limits for notification
- Easement Exhibits

Task 400 – Geotechnical Investigation (If Required)

The Consultant should provide a discussion if additional geotechnical investigations are required for the completion of the design.

Task 500 –Final Design

Upon approval of the PER, the Consultant will prepare the Contract Documents (design drawings and specifications) for the construction of the recommended plan. The design drawings will be survey-grade plans along with all required details. Consultant will also provide all necessary permit applications (see Task 550). It is assumed that work will be implemented under a single construction contract.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new sanitary sewer line within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to this project.

530 Project Plans and Specifications

Consultant will be responsible for the submittal of plans and specifications for the 60 and 90 percent design, draft Final and Final Bid Set which shall meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Plan sheets – Sheets shall be 24-inch by 36-inch and contain plan views showing the required work with an aerial background (or survey background) and be detailed enough to show all pertinent field conditions. Houses and streets shall be labeled. The sheets shall also contain tables of necessary information such as pipeline diameter and material, Plans and Profile.
4. Traffic Control Plans
5. Sewer Installation Details

Specifications

Standard specifications will be provided by the City. The Consultant shall provide a list of specifications needed at the 60% milestone and drafts of all specification sections at the 90% milestone.

The Consultant will be expected to:

1. Modify the City Standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the City Standard Division 2 specification sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Modify the City Standard Division 1 specification sections to accommodate the work and take full responsibility for all content of each section.

4. Modify the City Standard Division 0 specification sections including Special Provisions (If required), Bid Advertisement, Contract, etc.

Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination & Permitting

- This scope assumes that permit applications are prepared by the Consultant and submitted on behalf of the City. Consultant will contact and meet as necessary with City, County, State, and Federal regulatory agencies to determine design parameters and comply with regulatory requirements for the construction of the relocated sewer line.

- Potential agencies are:

  - South Carolina Department of Health and Environmental Control
  - Richland County – Encroachment & Stormwater
  - City of Columbia – Streets Division
  - City of Columbia – Stormwater
  - South Carolina Department of Transportation

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 90- and 100-percent plan reviews.

560 Design Reviews

- Consultant will provide the City with copies of plans and specifications for the Project for review and approval at the sixty (60%) and ninety (90%) percent and bid-ready level (100%) completion milestones. Consultant will meet with the City during these milestones (coinciding with the monthly progress meetings) to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the City by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be required to develop detailed traffic control plans if necessary.

570 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan

- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 90% Design (Permit Submittal Set)
- The 100% Design Bid Documents

Task 600 – Permits & Property (As deemed necessary)

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 300 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

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 including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The CITY is responsible for all fees.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia and Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia and Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY. The CITY is responsible for all fees associated with the NOI approval process.
- Roadway Encroachment Permits: This scope assumes a City of Columbia, and/or a Richland County, and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia, and/or Richland County, and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.

- Other Permits: This scope does not include railroad encroachment permits, wetlands permit, or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

Task 700 – Bidding and Award

710 Bidding Assistance

- The Consultant shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and making a recommendation to award, and preparing Contract Documents for signature.

- 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 six weeks and that the City will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

730 Conformed Documents

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

740 Task 700 Deliverables

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

Task 800 – Engineering Services During Construction

Consultant will assist the City with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for the project will be 4 months ,90 days for substantial completion and 30 days for final completion for a total construction duration of 120 days.

- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor

shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

810 Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide contract administration and general services required for the Project, including:

- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 4 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

- Consultant shall submit a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the City for this spreadsheet. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. Consultant shall check the Work Summary monthly against the pay items for that month for accuracy.

820 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.

- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

830 Change Orders and Time Extensions

- The Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon

receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

850 Site Visits and Observations by Engineer

- The Consultant shall provide site visits 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 the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
    - This scope includes site visits for 3 months (12-weeks) by the Project Engineer at 4 hours per week and 3 months (12-weeks) by the field representative at 20 hours per week. If additional site visits are required, this contract will be amended to provide such additional services.
    - A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

Task 900 – Full Time Construction Inspection (Not Applicable)

Task 1000 – Project Close-out

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 compatible to the CITY's GIS system. The record drawings will be based on survey information provided by the Contractor.

1020 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1030 O&M Submittal (Not Applicable for this project)

1040 Digital Information Submittal (See Task 1010 above)

1050 Final Notice of Acceptability of Work (See Task 840 above)

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. ALL database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

TASK 1100 – Additional Services

1110 General Task

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

- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- 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 homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.

- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. 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 all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work beyond what is assumed in Task 620.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested.

EXHIBIT B

COMPENSATION

City of Columbia

CIP # SS7274
Sanitary Sewer Extension at Richard St (Phase II) and Clement

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $155,220. This includes $109,980 of lump sum tasks, as well as $31,240 of hourly tasks. Lump Sum and Hourly tasks (Total hours for each applicable task and provide hourly billing rates separately) are clearly labeled in the table below.

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

Task	Description	LS/Hours	Extension
100	Evaluation and Design Phase Project Management and Administration	$23,060.00	$23,060.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	$15,760.00	$15,760.00
300	Survey and Utility Mapping	$9,270.00	$9,270.00
400	Geotechnical Investigation	$7,590.00	$7,590.00
500	Final Design	$35,320.00	$35,320.00
600	Permits and Property	$6,950.00	$6,950.00
700	Bidding and Award	$4,300.00	$4,300.00
800	Engineering Services During Construction	$31,240.00	$31,240.00
900	Full Time Construction Inspection (N/A)	N/A	N/A
1000	Project Clouse-Out	$7,730.00	$7,730.00
1100	Additional Services (As requested by City)	$14,000.00	$14,000.00
	Total of Contract		**$ 155,220.00**

EXHIBIT C

City of Columbia

CIP # SS7274
Sanitary Sewer Extension at Richard St (Phase II) and Clement

Schedule

Notice to Proceed (assumed)	7/23/2018
Due Dilgence Start	7/23/2018
Due Diligence Finish	8/17/2018
Preliminary Design Start	8/20/2018
Preliminary Design to City of Columbia for Review	9/7/2018
City of Columbia Review	9/21/2018
Preliminary Design Finish	9/21/2018
Final Design Start	9/24/2018
Final Design Draft to City of Columbia for Review	10/19/2018
City of Columbia Review by	11/2/2018
Final Drawings/Submit for Permits	11/16/2018
Permits Received by	1/18/2019
Final Bid Documents/Ready for Bid by	1/23/2019

Exhibit D

City of Columbia
CIP # SS7274
Sanitary Sewer Extension at Richard St (Phase II) and Clement Rd

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
None		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

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Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM
Implementation Plan- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Project Number: SS7274

Date: August 13, 2018

Project Name: SS Extension at Richard St (Phase II) and Clement Rd

Protégé: 4D Engineering

Duration of the Project: 10 months

Mentor: N/A

Protégé Amount: $155,220

Project Contract Amount: $155,220

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

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

We have learned how the City structures their project phasing and how to properly schedule the project so that we can perform each phase on time and according to the scope/ work plan.

2. What specific goals and milestones do you have for this project?

We plan to meet each milestone deliverable for this project and plan to provide the City with options during the design as well as a high quality design at the end of the project. Our main goal is for the City to be highly satisfied at the end of this project so that we're able to do another protégé led project of higher complexity and scope in the future.

3. List proposed manpower and resources required for the project. List primary point of contact.

We plan to provide all needed resources for this project. Janet Deep will be the client service manager. Charlie Deep will be the Project Manager and primary point of contact. Justin Waring will be assisting with Project Management as needed as well as QA/QC functions for the project.

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

Design - 6 months
Construction - 4 months

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
GEL Engineering	908-4724	342 Riverchase Way Lexington, SC 29072	4D	7500	n/a
ECS Limited	250-3377	2031 Industrial Blvd Lexington, SC 29072	4D	6500	n/A

6. What capacity will the Mentor be used on this project?

We do not anticipate using our Mentor for this project, however, they are available to assist if the need arises.

7. List bonding capacity and insurance coverage, etc. (if applicable)

N/A

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

N/A

9. **Other Comments.**

Thank you for the opportunity to work as the prime for this 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:

EXECUTED by 4D Engineering (Protege Firm) this 10 day of September 2018.
Corporate SEAL

By: _____
Title: C.E.O.

ATTEST:
By: _____
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 11th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

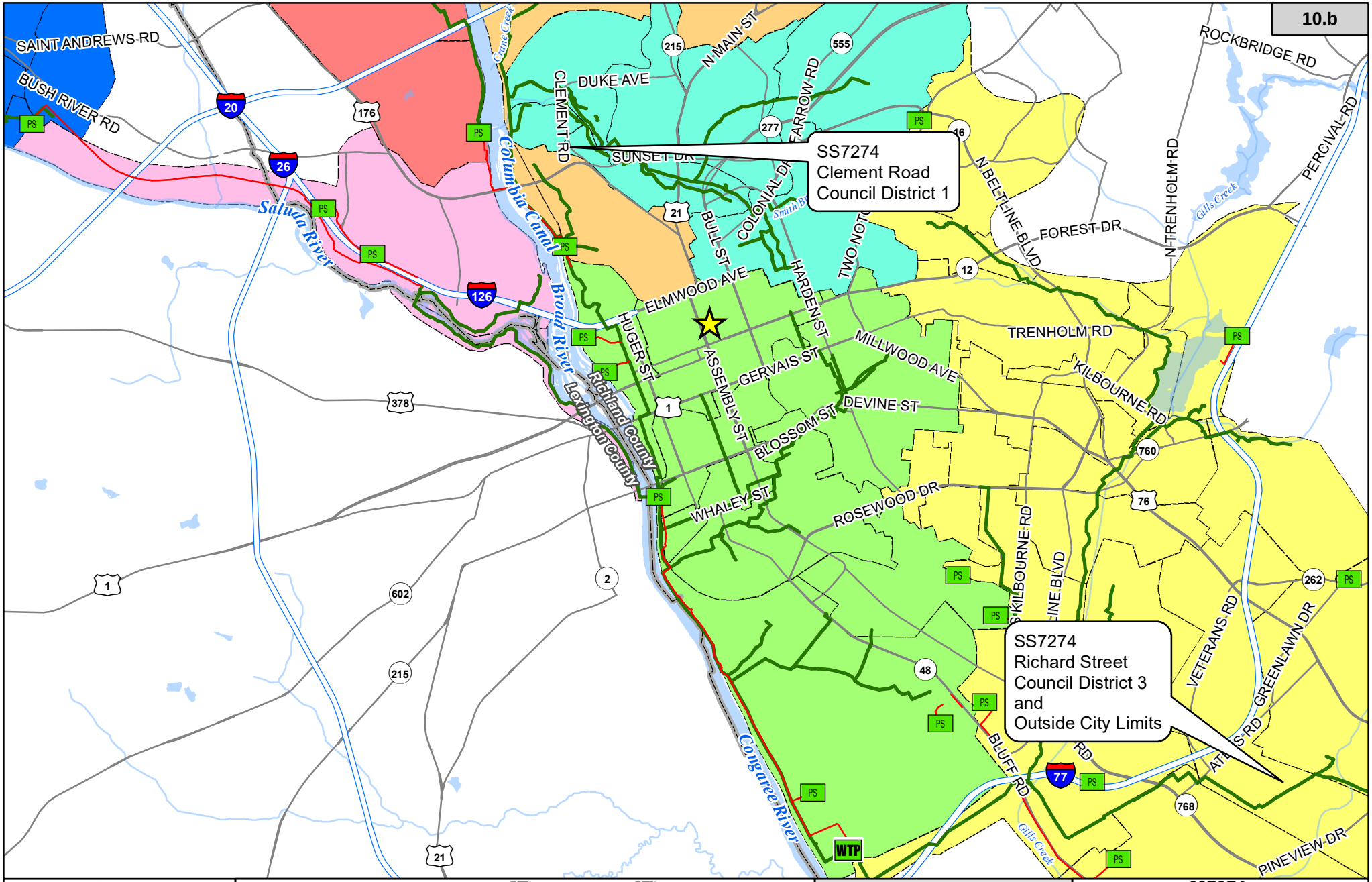
_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public



Clean Water 2020
Columbia's Clear Vision For Clean Water

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City Hall
Metro WWTP
Sewer Pump Stations
Sewer Force Mains
Major Gravity Mains (>=15")

Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia

N

1 inch = 1 mile

0 0.25 0.5 1 1.5 Miles

SS7274
Sanitary Sewer Extension
at
Richard Street Phase 2
and
Clement Road

Prepared For:

DHM: June 21, 2018
Production_Maps\ProjectLocation_Maps\CIP\SS7274

We Are Columbia

MEETING DATE:	**September 18, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Professional Services Agreement for Project SS7449; Olympia Sanitary Sewer Extension, as requested by Columbia Water. Award to Thomas & Hutton in an amount not to exceed $234,150.00. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Mentor Protégé Program Project. OLH Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering services at 20.1% ($47,200.00) of the contract value.** **The following sub-consultants will provide additional services:** **Terracon Consulting Engineers of Columbia, SC will provide engineering/construction testing services at 3.8% ($9,000.00) of the contract value (included in Protégé amount).** **GEL Geophysics, LLC of Charleston, SC will provide subsurface utility engineering testing services at 3.2% ($7,500.00) of the contract value.** **Michael Baker International of Columbia, SC will provide construction observation services at 16.9% ($39,800.00) of the contract value.**
REQUISITION NO.:	**R190405**
FINANCIAL IMPACT:	**The Funding Source for this Agreement is from Capital Outlay identified as 5529999-SS733801-658650. The original budgeted amount is $250,000.00.**
ORIGINAL BUDGET:	**$250,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**No**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

The purpose for this Agreement is to assist the City in providing technical consulting support for a sanitary sewer extension project. The services performed as part of this Scope of Service include evaluation of alternatives, engineering design, permitting, bidding assistance and construction administration for the design and construction of approximately 3,200 LF of 8-inch gravity sewer.

ATTACHMENTS:

- **#a:** Thomas&Hutton.2018.OlympiaSanitarySewerExtension.SS7449.nj(PDF)
- #b: SS7449 Olympia SS Extension Location Map (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Major/Minor Wastewater Collection System Projects.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Thomas & Hutton, Corporation, (hereinafter referred to as the "Consultant"), to provide technical consulting support for a sanitary sewer extension project. The services to be performed will include the evaluation of alternatives, consulting design, permitting, bidding assistance, and construction administration for the design and construction of approximately 3,200 LF of 8-inch gravity sewer within the Olympia neighborhood for the City of Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

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

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed.* This Agreement shall expire, unless terminated earlier as provided for herein, on December 31, 2019, or at such time total compensation provided for here is reached, whichever is later.]

The decision whether to extend the Agreement, upon written request, shall be in the sole and

exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Thirty-Four Thousand, One Hundred Fifty Dollars and No/100 ($234,150.00).

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

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	20.1 %
LSA	0 %

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/) Exhibit E

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is fourteen percent (14%).

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

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend and 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 accidental, negligent or intentional action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of 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/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

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

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

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

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Thomas & Hutton, Corporation, 1501 Main Street, Suite 760, Columbia, SC 29201.

XIV. Consent Decree Non-Applicable

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

XV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than

the City and the Consultant.

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby

incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	**Teresa Wilson, City Manager**	

THOMAS & HUTTON, CORPORATION

Benny K. Jones, Jr., PE / Vice President / COO		**Date:** July 30, 2018
Print: Name/Title	**Signature**	

Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Thomas & Hutton 2018 Olympia SS ExtensionSS7449 Agreement.kr

Exhibits for SS7449

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Mentor Protégé Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SS7449
Olympia SS Extension

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a proposed sanitary sewer extension project totaling approximately 3,200 linear feet of 8-inch gravity sewer within the Olympia neighborhood. The general location of the project is shown on Figure 1 attached.

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

- Evaluate the Conceptual Sewer Layout provided by the City and modify as needed
- Public Relations
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Grice Consulting as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.

- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project
- Two (2) public meetings in Task item 140
- 30% design review of revised preliminary layout
- 60% and 90% design review meetings in Task item 570 – Two (2) meetings total
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting.

- Hold a public meeting after the preliminary routing analysis to get feedback from the local property owners.

- CITY will coordinate and secure a meeting location.

- Conduct a second public meeting between 30% and 60% design with the homeowner's association.

    - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.

- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.

- Consultant will prepare all displays and handouts needed for the meetings.

150 Mentor-Protégé Program

Consultant and Grice Consulting will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Grice Consulting.

- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".

- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.

- Schedule and attend all quarterly developmental meetings.

- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.

- Document and maintain copies of communications between the Mentor and the Protégé.

- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
    - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
    - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis to examine the conceptual layout provided by the City and shall revise the alignment as necessary.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.

- Consultant will design the new gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Design Review

- Consultant will evaluate the conceptual layout provided by the City for conformance with minimum engineering design standards and shall revise the layout as required.

- Consultant shall confirm that sewer service will be available to each property located within the limits of the project not currently served by sewer.

TASK 300 – Survey and Utility Mapping

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

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.

- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)

- Vertical datum shall be: NAVD 88

- The Consultant's surveyor will complete field surveying along a 50-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed sewer lines, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.

- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric,

gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.

- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 50- foot corridor along the recommended alignment. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owner's front property corners will attempt to be located; the parcel sidelines will not be located as survey on private property should not be needed.

- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- Depending on the exact sewer alignment chosen, Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing up to 8 easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

330 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will utilize Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to six bores will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.

- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.

- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.

- Consultant will coordinate final design with the requirements of all roadway encroachment permits.

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.

- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

540 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. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:

    - Detailed plan and profile drawings on 24" x 36" plan sheets, 30-scale
    - Relevant features impacting construction as located by the survey.
    - Design and construction details.
    - Sediment and erosion control details.
    - Relevant environmental features.
    - Traffic control plans.
    - Existing pipe demolition/abandonment as needed
    - By-pass pumping plan as needed
    - Specifications coordinated with the CITY'S standard contract documents.
    - Special conditions related to permit requirements and easement requirements.
    - Material specifications including minimum installation requirements.
    - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line 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

- South Carolina Department of Transportation
- Richland County Transportation Division
- Richland County NPDES

560 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60%, 90% and 100% 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.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.

- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.

- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.

- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.

- Upon CITY approval of the 60% design plans, Consultant shall prepare and submit easement exhibits. Refer to task 320 above.

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.

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, the Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Richland County. Consultant will provide all required submittal copies and respond to all inquiries by Richland County.

- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required. Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary.

- Roadway Encroachment Permits: This scope assumes a Richland County and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Richland County and/or the SCDOT; work with the County and/or SCDOT and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the County and/or SCDOT with the required number of copies of plans and specifications needed for review and final approval.

- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

This scope includes a direct client cost allowance for all permit application fees. This cost will cover all permit fees with the exception of any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.

- 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.

- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes 3,200 linear feet of 8–inch gravity sewer will be constructed and connected to existing gravity sewer. 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 sewer replacement project will be 6 months (180 days) for substantial completion and 1-month (30) days for final completion with a total construction duration of 210 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods,

techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:

  a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;

  b) Consultant will utilize 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 all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.

  e) One (1) pre-construction meeting and six (6) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 <u>Submittal & Pay Application Review</u>

- 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.

    - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

    - This scope includes site visits for 7 months (28-weeks) by the Project Engineer at 3 hours per week and 6 months (25-weeks) by the field representative at 10 hours per week. An additional 40 hours of site visits will be provided through final completion. If additional site visits are required, this contract will be

amended to provide such additional services. Total hours budgeted for Task 850 are 374; should the project or the CITY require hours in excess of that amount, an amendment will be needed.

860 Construction Materials Testing

- Consultant will utilize Terracon to provide construction material testing for the planned roadway resurfacing upon completion of sewer construction. Density tests will be performed per 1,000 (lf) per two lanes of roadway. In additional to testing and proofroll observations, Terracon will provide full time monitoring during paving operations. Asphalt rolling patterns, ambient air temperature, HMA mix temperature and laydown rates will be monitored and documented by Terracon.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.

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

TASK 1100 – Additional Services

1110 General Task

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

- Additional gravity sewer extension above the approximately 3,200 linear feet identified in the project description.

- Additional Surveying outside original scope or for Record Drawings.

- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.

- Flood Study or Flood Impact Analysis.

- Wetland delineation and survey.

- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.

- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.

- Additional property research and easement exhibits, other than outlined herein.

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

RESPONSIBILITES 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 all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B

COMPENSATION

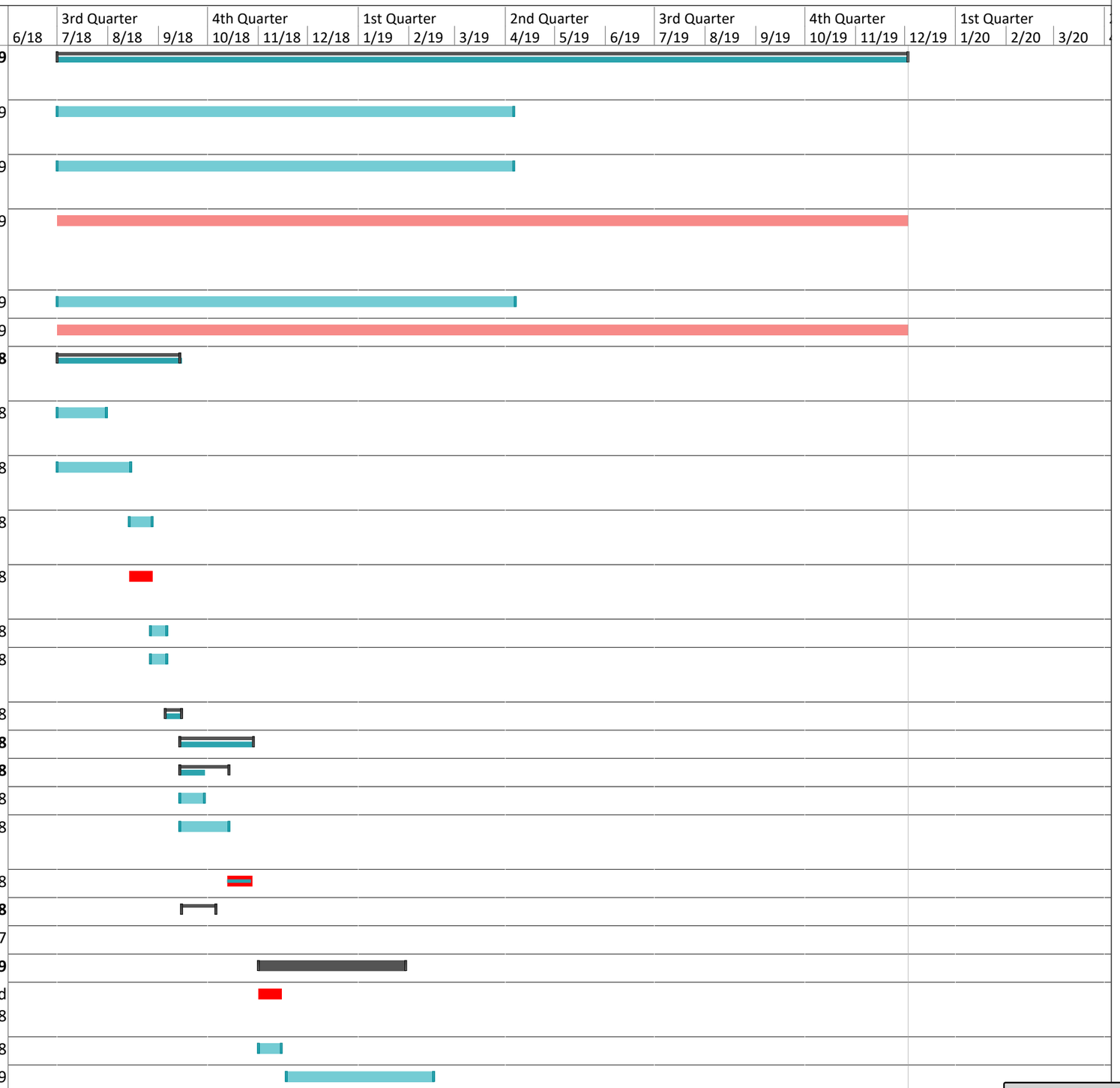
City of Columbia
CIP # SS7449
Olympia SS Extension

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $234,150.00. This includes $146,150.00 of lump sum tasks, as well as $5,000.00 of direct reimbursements and 83,000.00 of hourly tasks for services during construction and client controlled contingency. Lump Sum and Hourly tasks are clearly labeled in the chart below. As our Protégé does not provide engineering services associated with construction administration and observation, the Protégé scope is limited to the design and project closeout phases of this proposed project.
An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours/LS	Subconsultants	Total
	Evaluation & Design Phase Administration	LS		$ 17,500.00
200	Preliminary Planning, Investigation, Engineering & Alternative Analysis	LS		$22,850.00
300	Survey & Utility Mapping	LS	$7,500.00	$17,500.00
400	Geotechnical Investigation	LS	$7,000.00	$7,700.00
500	Final Design	LS	$7,500.00	$42,600.00
600	Permits & Property	LS	$10,000.00	$17,500.00
650	Permit Fees (NTE – Direct Reimburse	N/A		$5,000.00
700	Bidding & Award	LS	$9,000.00	$11,000.00
800	Engineering Services During Construction	Hours - NTE	$47,000.00	$73,000.00
1000	Project Closeout	LS	$6,500.00	$ 9,500.00
1100	Additional Services (Client Controlled Contingency)	100		$10,000.00
	Total of Contract		**$ 94,500.00**	**$ 234,150.00**
	% of Contract to Subconsultants		40.3%	
	% of Contract to Protégé		20.1%	

City of Columbia
SS7449 - Olympia Sewer Expansion
Exhibit C - Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Task 100 - Evaluation and Design Phase Administration**	**520 days**	**Sun 7/1/18**	**Mon 12/2/19**
2	Task 110 - General Project Administration (Kickoff to NTP)	279 days	Sun 7/1/18	Fri 4/5/19
3	Task 120 - Coordination Meetings (Design to Award)	279 days	Sun 7/1/18	Fri 4/5/19
4	Task 130 - Project Management & Coordination with the CITY (Kickoff to Closeout)	520 days	Sun 7/1/18	Mon 12/2/19
5	Task 140 - Public Outreach	280 days	Sun 7/1/18	Sat 4/6/19
6	Task 150 - Mentor-Protégé Program	520 days	Sun 7/1/18	Mon 12/2/19
7	**Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis**	**75 days**	**Sun 7/1/18**	**Thu 9/13/18**
8	Task 210 - General Data Collection, Field Recon and Coordination	30 days	Sun 7/1/18	Mon 7/30/18
9	Task 220 - Alternative Analysis and Route Selection	45 days	Sun 7/1/18	Tue 8/14/18
10	Task 230 - Preliminary Agency Coordination and Meetings	14 days	Tue 8/14/18	Mon 8/27/18
11	Task 240 - Preliminary Utility Coordination and Meetings	14 days	Tue 8/14/18	Mon 8/27/18
12	Task 250 - Design Criteria	10 days	Mon 8/27/18	Wed 9/5/18
13	Task 260 - Opinion of Probable Construction Cost and Schedule	10 days	Mon 8/27/18	Wed 9/5/18
14	Task 270 - Preliminary Design Reviews	10 days	Wed 9/5/18	Fri 9/14/18
16	**TASK 300 – Survey and Utility Mapping**	**45 days**	**Fri 9/14/18**	**Sun 10/28/18**
17	**Task 310 - Field Survey**	**30 days**	**Fri 9/14/18**	**Sat 10/13/18**
18	Field Survey	15 days	Fri 9/14/18	Fri 9/28/18
19	Task 320 - Property Research and Easement Exhibits	30 days	Fri 9/14/18	Sat 10/13/18
20	Task 330 - Utility Mapping	15 days	Sat 10/13/18	Sat 10/27/18
21	**Task 400 - Geotechnical Investigation**	**21 days**	**Sat 9/15/18**	**Fri 10/5/18**
22	Task 410 - Field Investigation	21 days	Fri 9/15/17	Thu 10/5/17
23	**Task 500 - Final Design**	**90 days**	**Thu 11/1/18**	**Tue 1/29/19**
24	Task 510 - Roadway Coordination (City, County, State)	14 days	Thu 11/1/18	Wed 11/14/18
25	Task 520 - Utility Coordination	14 days	Thu 11/1/18	Wed 11/14/18
26	Task 540 - Project Plans & Specifications	90 days	Sun 11/18/18	Fri 2/15/19



City of Columbia
SS7449 - Olympia Sewer Expansion
Exhibit C - Project Schedule

ID	Task Name	Duration	Start	Finish
27	Task 550 - Regulatory Agency Coordination	60 days	Sat 12/1/18	Tue 1/29/19
28	Task 560 - Opinion of Probable Construction Cost and Schedule	14 days	Tue 1/15/19	Mon 1/28/19
29	**Task 570 - Design Reviews**	**60 days**	**Sat 12/1/18**	**Tue 1/29/19**
30	60% Design Review	10 days	Sat 12/1/18	Mon 12/10/18
31	90% Design Review	10 days	Tue 1/1/19	Thu 1/10/19
32	100% plan and specification submittal to Cit	1 day	Tue 1/29/19	Tue 1/29/19
33	**Task 600 - Permits & Property**	**90 days**	**Sat 12/1/18**	**Thu 2/28/19**
34	**Task 610 - Property and Right-of-Way Assistar**	**30 days**	Tue 1/1/19	**Wed 1/30/19**
35	Community Outreach/Public Meeting	30 days	Tue 1/1/19	Wed 1/30/19
36	Easement Acquisition (none currently antici	0 days	Tue 1/1/19	Tue 1/1/19
37	Task 620 - Permits (See Task 550 - target submittal for all permits 12/15/16 - 60 day review)	90 days	Sat 12/1/18	Thu 2/28/19
38	**Task 700 - Bidding & Award**	**70 days**	**Fri 2/1/19**	**Thu 4/11/19**
39	Task 710 - Bidding Assistance	28 days	Fri 2/1/19	Thu 2/28/19
40	Task 720 - Award Recommendation	16 days	Fri 3/1/19	Sat 3/16/19
41	Notice To Proceed	1 day	Fri 4/5/19	Fri 4/5/19
42	**Task 800 - Engineering Services During Construction**	**210 days**	**Fri 4/5/19**	**Thu 10/31/19**
43	Task 810 - General Administration of Construction Contract	210 days	Fri 4/5/19	Thu 10/31/19
44	Task 820 - Submittal & Pay Application Review	180 days	Fri 4/5/19	Tue 10/1/19
45	Task 830 - Change Management	180 days	Fri 4/5/19	Tue 10/1/19
46	Task 840 - Completion Monitoring & Documentation	30 days	Tue 10/1/19	Wed 10/30/19
47	Task 850 - Periodic Construction Observation	180 days	Fri 4/5/19	Tue 10/1/19
48	**Task 1000 - Project Closeout**	**30 days**	**Fri 11/1/19**	**Sat 11/30/19**
49	Task 1010 - Record Drawings	30 days	Fri 11/1/19	Sat 11/30/19
50	Task 1020 - Record Drawings (See 840)	30 days	Fri 11/1/19	Sat 11/30/19
51	Task 1030 - O&M Submittals	14 days	Fri 11/15/19	Thu 11/28/19
52	Task 1050 - Final Notice of Acceptability of the Work	14 days	Fri 11/15/19	Thu 11/28/19
53	**Task 1100 - Additional Services**	**520 days**	**Sun 7/1/18**	**Mon 12/2/19**
54	Task 1110 - General Task (As needed)	520 days	Sun 7/1/18	Mon 12/2/19

Exhibit D

City of Columbia
CIP # SS7449
Olympia SS Extension

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
OLH Inc. (Protégé) **1314 Lincoln Street, Ste 303** **Columbia, SC 29201**	Gina Bennett-Norris 470-428-9199	WBE	Engineering (will also carry Terracon as subconsultant)	$38,200
Terracon Consulting Engineers **521 Clemson Rd,** **Columbia, sc 29229**	Phillip Morrison, P.E.	NON-MBE/WBE/SBE	Engineering/Construction Testing	$9,000
GEL Geophysics, LLC **2040 Savage Rd** **Charleston, SC 29407**	Scott Smith (843) 769-7379	NON-MBE/WBE/SBE	SUE	$7,500
Michael Baker Intl **700 Huger St.** **Columbia, SC**	John V Walsh, P.E.	NON-MBE/WBE/SBE	Construction Observation	$39,800

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

CITY OF COLUMBIA

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

We Are Columbia

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 9/04/2018

Project Number: SS7449

Mentor: Thomas & Hutton

Project Name: Olympia Sewer Extension

Protégé: OLH Inc.

Duration of the Project: 520 days (est.)

Project Contract Amount: $234,350.00

Protégé Amount: $47,200.00

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

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

OLH Inc. will execute a sub-consultant contract to Thomas & Hutton.

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

A successful project will allow OLH Inc. to increase their experience level and demonstrate new sewer extension capabilities to the City of Columbia to potentially expand their market share. By operating as a Protégé to T&H, OLH will be able to obtain marketing knowledge and business development strategies successfully instilled in a larger company.

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

This being the first contract with this team for the City, the OLH/T&H relationship will strive to meet milestones identified in the Business Plan and deliver successful projects. The reputation of OLH as a provider of professional services in sewer design/construction should be developing to a point where in the future OLH should be able to graduate from the Protege program and solicit City of Columbia work directly. This should be an identified success indicator in future implementation plans.

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

Mentor:

Kyle Crager will serve as the project manager for T&H. Currently Kyle's staff consists of 4 engineers & designers. Additionally, T&H has 18 engineers & designers in the Columbia office to utilize as workloads dictate.

Protégé:

OLH will utilize in-house Professional Engineers, Designers, and Construction Administration personnel.

Subcontractors:

Terracon - Phillip Morrison, P.E., GEL - Scott Carney, P.E., Michael Baker International - Mike Leath

Special Arrangements:

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

a. Description of Mentor's responsibilities:
The mentor will manage and lead design, permitting, bidding, construction & close out of this project.

b. Description of Protégé's responsibilities on project:
OLH staff will be responsible for assistance in design and plan production drafting during project design as well as contract administration during bid solicitation and construction.

c. Description of responsibilities that will be completed as a team:
The mentor will work closely with the protégé during each task assigned to the protégé to ensure quality of work.

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

Design is anticipated to take 5 months The protege will be utilized during this phase. Construction should take 9-10 months, during which OLH's construction managers will be utilized as well.

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

The primary OLH staff members selected for this project works out of the OLH Columbia office. The T&H office is less than a mile away. The two staffs will work very closely together to see that the goals of the project to the City are first and foremost met, while simultaneously working towards the goals of the program.

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

The goal of this project is to complete and close the project during the 2019 calendar year. A subsequent goal of the team is to obtain more work from the City.

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

Bi-weekly meetings for the duration of the Protege responsibilities will be held in the Columbia T&H office. Meetings will cover project specific objectives and deliverables. Quarterly meetings will be held to discuss overall program goals, objectives, & relationship updates.

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

T&H sub-consultant agreement specifically identifies payment terms and conditions.

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Gel Geophysics LLC	843-769-7379	2040 Savage Rd Charleston, SC 2940	T&H	$7,500.00		3.2
Terracon Consulting Eng.	803-212-0060	521 Clemson Rd Columbia SC 29229	OLH	$9,000.00		3.8
OLH Inc. (MPP) (incl. Terracon sub)	803-563-5082	1314 Lincoln St #303 Columbia SC 29201	T&H	$38,200.00	WBE	16.3
Michael Baker International	803-231-4000	700 Huger St Columbia SC 29201	T&H	$39,800.00		17

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

Protégé Contract Value: $47,200

Percentage of Contract: 20.1 (Minimum of 20% of total contract amount is required)

CITY OF COLUMBIA

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by THOMAS & HUTTON (Mentor Firm) this 5TH day of SEPT. 2018.
Corporate SEAL

By: LISA B. MUZEVARI
Title: DEPARTMENT MANAGER

ATTEST:
By:
Title: Project Manager

EXECUTED by OLH Inc. (Protégé Firm) this 5th day of September, 2018.
Corporate SEAL
By: Megan K. Bennett-Norris
Title: CEO

ATTEST:
By:
Title: Marketing Coordinator

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 7TH day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

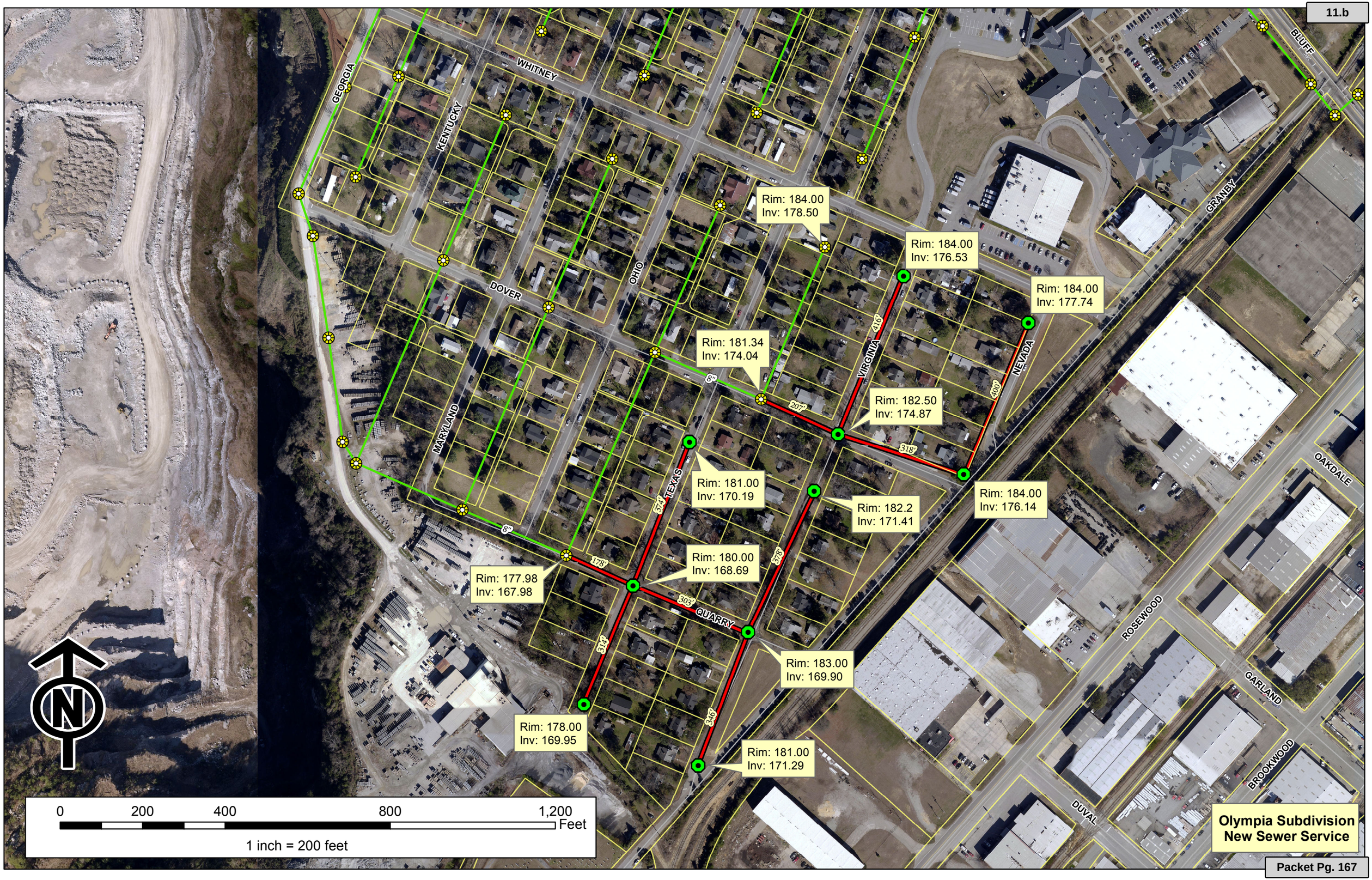
_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public



Olympia Subdivision
New Sewer Service

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Extensions to Purchase additional Water Meters , as requested by Columbia Water. Awarded to the lowest responsive bidder of each lot for a total amount of $533,732.86.**

PURPOSE:

REQUISITION NO.: **R191478 and R191477**

FINANCIAL IMPACT: **Funding Source:Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is $533,732.86.**

ORIGINAL BUDGET: **$533,732.86**

CLEAN WATER 2020?: **No**

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

Three (3) bids were received for the purchase of water meters (BID-072-16-17-LAT) as requested by Columbia Water Department.

ATTACHMENTS:

- **#a:** Contract Extension Letters BID 072-16-17 (PDF)
- #b: Badger PO-Contract (PDF)
- #c: Mueller PO - Contract(PDF)
- #d: Response from Mueller Systems (PDF)
- #e: Badger Meter Response (PDF)

We Are Columbia

August 2, 2018

Mueller Systems.
10210 Statesville Boulevard
Cleveland, NC 27013
Contract Extension, BID 072-16-17

To Mr. Mueller,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the current price of Lots #1 and #3 in BID 072-16-17.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, 8/6/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID 072-16-17) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID 072-16-17 are applicable, fully enforceable and will remain unchanged.

__X__ Yes _____ No

8/6/18
Signature/ Date

K. Anita Short, Proposal Manager
Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 8/8/18
Sandra A. Wright — Date
Purchasing Agent Signature

Teresa B. Wilson / 8/10/18
Teresa B. Wilson — Date
City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

We Are Columbia

August 2, 2018

Badger Meter Inc.
PO Box 245036
Milwaukee, WI 53224

Contract Extension, BID 072-16-17

To Mr. Jones,

The current awarded period on the above referenced contract will expire on 6/30/2018. At this time, the City would like to extend this contract until 6/30/2019 at the current price of Lot #2 in BID 072-16-17.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for 12 additional months with all terms and conditions to remain the same during this extension.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, 8/6/18. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

Benjamin Thomas Radin,

Benjamin Thomas Radin

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

I agree to extend the current contract (BID 072-16-17) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID 072-16-17 are applicable, fully enforceable and will remain unchanged.

X Yes _____ No

Rebecca L. Loomans August 3, 2018
Signature/ Date

Rebecca L. Loomans, Assistant Secretary
Printed Name of Signer/ Title

Comments: We appreciate the opportunity to be of service to the metering needs of the City of Columbia.

Sandra A. Wright 8/3/18
Sandra A. Wright / Date
Purchasing Agent Signature

Teresa Wilson 8/10/18
Teresa B. Wilson / Date
City Manager Signature

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

COLUMBIA
A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

PURCHASE ORDER

P.O. NUMBER	P166874
DATE	09/06/17
VENDOR I.D.	V002294
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R184154

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
BADGER METER INC
PO BOX 245036
MILWAUKEE, WI 53224-9536

FAX# (414) 371-5981

DELIVER ITEMS TO:

WATER DISTRIBUTION
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	ALL PRICES SPECIFICATIONS, TERMS AND CONDITIONS PER CITY OF COLUMBIA BID# 072-16-17-LAT				
001	LOT 2-1 1/2" & 2" Water Meters Displacement Type	100,782	EA	1.00	100,782.00
	POC Theresa Dearth 803-545-3886				
	Thanks, La Tasha A. Terry, MBA-Buyer Laterry@columbiasc.net (V)803-545-3472 (F)803-545-8752				
				SALES TAX	8,062.56
				TOTAL	108,844.56

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.

AUTHORIZED SIGNATURE

COLUMBIA
A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

PURCHASE ORDER

P.O. NUMBER	P166873
DATE	09/21/17
VENDOR I.D.	V015477
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R184152

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

Revised

TO:
MUELLER SYSTEMS
10210 STATESVILLE BOULEVARD
CLEVELAND, NC 27013

FAX#

CSIDES@MUELLLERSYSTEMS.COM

DELIVER ITEMS TO:

WATER DISTRIBUTION
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
	9/21/17 Corrected vendor.				
	ALL PRICES SPECIFICATIONS, TERMS AND CONDITIONS PER CITY OF COLUMBIA BID# 072-16-17-LAT				
001	LOT 1-5/8"x3/4" Water Meters Displacement Type	178,225	EA	1.00	178,225.00
002	LOT 3-4",6",8" & 10" Fire Service Protector Meters Combination Type	337,182	EA	1.00	337,182.76
	POC Theresa Dearth 803-545-3886				
	Thanks, La Tasha A. Terry, MBA-Buyer Laterry@columbiasc.net (V)803-545-3472 (F)803-545-8752				
				SALES TAX	41,232.62
				TOTAL	556,640.38

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE _____

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: June 06, 2017	Bids will be opened at 2:00 P.M. on June 27, 2017 and may not be withdrawn within 60 days after such date and time.	Bid No: BID072-16-17-LAT

Bid Title: Water Meters

Reason For No Bid:

Vendor Name:	Mueller Systems, LLC
Vendor Mailing Address:	P O Box 128 10210 Statesville Blvd
City-State-Zip:	Cleveland NC 27013
Telephone No:	704-278-2221
Fax No:	704-278-9616

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

K. Anita Short
AUTHORIZED SIGNATURE (MANUAL)

K. Anita Short
AUTHORIZED SIGNATURE/TITLE (TYPED)

marketing@muellersystems.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc. Bids not submitted on through eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Water Meters are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 2:00 (P.M.) June 27, 2017 then publicly opened and read. The commodities must be furnished as described and specified, delivery shall be FOB destination to City of Columbia Water Distribution, 2910 Colonial Drive, Columbia, SC 29203.

All bid prices must include all costs of transportation to the required destination.

Bid No. 072-16-17-LAT.

By: *La Tasha A. Terry*, Buyer
La Tasha A. Terry

LOTS	TOTAL COST OF LOT
Lot 1: Neptune, Sensus, Badger, ABB and Hersey only	$178,225.00
Lot 2: Neptune, Sensus, Badger and ABB only	$ No Bid
Lot 3: Neptune, Sensus, Hersey and Badger only	$ 331,182.76

** DO NOT include sales tax in the price. Bid as specified, no substitutions allowed.**

Note:
Questions must be submitted to: https://columbiasc.ionwave.net/Login.aspx

Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and Ask Question." The deadline for additional information and questions is June 22, 2017 by 2:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Requests for additional information may be submitted to the La Tasha A. Terry at Laterry@columbiasc.net. The solicitation number and name should be in the subject field.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

Lots:	Per Item Cost	Total cost

Lot 1: Neptune, Sensus, Badger ABB and Hersey only, per attached quantities and specifications.

4,000 ea-5/8"x3/4' Water meters, displacement type Hersey 420 Bronze (5/8"x3/4") - per the attached warranty & specifications	$ 37.75	$ 151,000.00
300 ea – 1' Water meters displacement type Hersey 452 (1") - per the attached warranty & specifications	$ 90.75	$ 27,225.00
Lot 1 Total		$ 178,225.00

Lot 2: Neptune, Sensus, Badger and ABB only, per attached quantities and specifications.

200 ea – 1 ½" Water meters, displacement	$ No Bid	$
200 ea – 2" Water meters, displacement	$ No Bid	$
Lot 2 Total		$ No Bid

Lot 3: Neptune, Sensus, Hersey and Badger only, per attached quantities and specifications.

20 ea – 4" Fire Service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	$ 2,903.23	$ 58,064.60
50 ea – 6" Fire Services Protector meter, combination Hersey FM3 - per the attached warranty & specifications	$ 4,086.02	$ 204,301.00
10 ea – 8" Fire service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	$ 5,376.34	$ 53,763.40
2 ea – 10" Fire Service Protector meter, combination Hersey FM3 - per the attached warranty & specifications	$ 7,526.88	$ 15,053.76
Lot 3 Total		$ 331,182.76

Note: The quantities shown are estimates based on past annual usage and shall be increased or decreased as required.

Trade-in Allowance for Each Replacement

Lots:

Lot 1: Neptune, Sensus, Badger ABB and Hersey

5/8"x3/4' Water meters , displacement type	$ 2.00	ea
1' Water meters displacement type	$ 4.00	ea

Lot 2: Neptune, Sensus, Badger and ABB

1 ½" Water meters, displacement	$ No Bid	ea
2" Water meters, displacement	$ No Bid	ea

Lot 3: Neptune, Sensus, Hersey and Badger

4" Fire Service Protector meter, combination	$ No Bid	ea
6" Fire Services Protector meter, combination	$ No Bid	ea
8" Fire service Protector meter, combination	$ No Bid	ea
10" Fire Service Protector meter, combination	$ No Bid	ea

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: June 06, 2017	Bids will be opened at 2:00 P.M. on June 27, 2017 and may not be withdrawn within 60 days after such date and time.	Bid No: BID072-16-17-LAT

Bid Title: Water Meters

Reason For No Bid:

Vendor Name: Badger Meter, Inc.

Vendor Mailing Address: 4545 W. Brown Deer Road

City-State-Zip: Milwaukee, WI 53223

Telephone No: 800-876-3837 X12728

Fax No: 414-371-5981

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

Korrine L. Fleming, Assistant Secretary
AUTHORIZED SIGNATURE/TITLE (TYPED)

bids@badgermeter.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc. Bids not submitted on through eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 Main Street, 2nd Floor
COLUMBIA, SC 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Water Meters are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolumbiasc until 2:00 (P.M.) June 27, 2017 then publicly opened and read. The commodities must be furnished as described and specified, delivery shall be FOB destination to City of Columbia Water Distribution, 2910 Colonial Drive, Columbia, SC 29203.

All bid prices must include all costs of transportation to the required destination.

Bid No. 072-16-17-LAT

By: *La Tasha A. Terry*, Buyer
La Tasha A. Terry

LOTS	TOTAL COST OF LOT
Lot 1: Neptune, Sensus, Badger, ABB and Hersey only	$ 203,285.00
Lot 2: Neptune, Sensus, Badger and ABB only	$ 100,782.00
Lot 3: Neptune, Sensus, Hersey and Badger only	$ 480,200.00

** DO NOT include sales tax in the price. Bid as specified, no substitutions allowed.**

Note:
Questions must be submitted to: https://columbiasc.ionwave.net/Login.aspx

Using eBidcolumbiasc, the user must be logged in, select the solicitation, click "Question" and Ask Question." The deadline for additional information and questions is June 22, 2017 by 2:00 P.M. (EST). The City will not accept telephone calls or visits regarding this IFB. No interpretation shall be binding unless in writing from the City of Columbia.

Requests for additional information may be submitted to the La Tasha A. Terry at Laterry@columbiasc.net. The solicitation number and name should be in the subject field.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

Lots:	Per Item Cost	Total cost
Lot 1: Neptune, Sensus, Badger ABB and Hersey only, per attached quantities and specifications.		
4,000 ea-5/8"x3/4' Water meters, displacement type Recordall M25 w/ Local Register	$ 44.00	$ 176,000.00
300 ea – 1' Water meters displacement type Recordall M55 w/Local Register	$ 90.95	$ 27,285.00
Lot 1 Total		**$** 203,285.00
Lot 2: Neptune, Sensus, Badger and ABB only, per attached quantities and specifications.		
200 ea – 1 ½" Water meters, displacement Recordall M120 w/ Local Register	$ 212.85	$ 42,570.00
200 ea – 2" Water meters, displacement Recordall M170 w/ Local Register	$ 291.06	$ 58,212.00
Lot 2 Total		**$** 100,782.00
Lot 3: Neptune, Sensus, Hersey and Badger only, per attached quantities and specifications.		
20 ea – 4" Fire Service Protector meter, combination 4" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	$ 4,300.00	$ 86,000.00
50 ea – 6" Fire Services Protector meter, combination 6" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	$ 5,800.00	$ 290,000.00
10 ea – 8" Fire service Protector meter, combination 8" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	$ 8,350.00	$ 83,500.00
2 ea – 10" Fire Service Protector meter, combination 10" Recordall FSAA w/ HR-E & BadgerTouch, Pit 25' of wire	$ 10,350.00	$ 20,700.00
Lot 3 Total		**$** 480,200.00

Note: The quantities shown are estimates based on past annual usage and shall be increased or decreased as required.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Contract Extensions for Chemicals at the Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water. Award to the lowest bidder of each lot for an amount not to exceed $ 699,000.00.**

PURPOSE:

REQUISITION NO.: **R191424, R191417, R191464,R191432**

FINANCIAL IMPACT: **Funding Sources: Utilities Lake Murray WTP- Chemicals: 5516207-624800, Utilities Columbia Canal WTP-Chemicals: 5516206-624800, The original budgeted amount is $699,000.00.**

ORIGINAL BUDGET: **$699,000.00**

CLEAN WATER 2020?: **No**

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

Council is asked to approve a 12-month (July 1, 2018 - June 30, 2019) contract extensions for the purchase of chemicals from BID 004-17-18.

ATTACHMENTS:

- **#a:** Contract Extension Letters (PDF)

Renewal Notice

City of Columbia, SC

TO: **Chemtrade Chemicals US, LLC**
Attn: Parul Kachhia-Patel
155 Gordon Baker Road, Suite 300
Toronto, ON M2H 3N5
800-441-2659

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Aluminum Sulfate **$236.00/Ton**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the price request increase amount for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to **Tuesday, July 10, 2018.** The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sándra A. Wright
Purchasing Agent

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by PVS Chemical Solutions, Inc.

This the 9th day of July, 2018

By: Karen Handloser

Printed Name: Karen Handloser

Title: Controller

Comments:

Renewal Notice

City of Columbia, SC

TO: **JCI Jones**
Attn: Summer Mello
1765 Ringling Boulevard
Sarasota, FL 34236
941-330-1537

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants

Chlorine	**$460.80/Ton**
Sodium Hydroxide-Caustic Soda	**$685.00/Ton** Dry
Sodium Hypochlorite 12% Trade Weight	**$0.6700/Gallon**
Sodium Hypochlorite 15% Trade Weight	**$0.7500/Gallon**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extend the current contract at the **price request increase amount** for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to **Tuesday, July 10, 2018.** The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: Sandra A. Wright

Sandra A. Wright
Purchasing Agent

Chemtrade Chemicals US, LLC
Request for Renewal (Chemicals)
June 25, 2018
Page Two

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by ELIZABETH RYNO

This the 5TH day of JULY, 2018

By: Elizabeth Ryno

Printed Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

Comments:

Renewal Notice

City of Columbia, SC

TO: **Tanner Industries, Inc.**
Attn: Matt Tanner
735 Davisville Road
Southampton, PA 18966
215-332-1238

Bid# 004-17-18 – Chemicals for Water and Wastewater Treatment Plants
Anhydrous Ammonia **$1,319.00/Ton**

The above chemical purchases were awarded to you based on pricing collected September 29, 2017. Your company has performed in accordance with the requirements of our agreement and has continuously met our supply needs.

Therefore, the City of Columbia would like to extent the current contract at the current unit pricing for another 12 month period. This extension is subject to the approval by the City Manager, City Council for the City of Columbia and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

Acceptance of this Renewal, by execution of this document, is required prior to Thursday, June 28, 2018. The renewal period shall be governed by the specifications, pricing, and terms and conditions set forth in the original request.

Dated this 10th day of July, 2018

City of Columbia, SC

By: _____

Sandra Wright
Purchasing Agent

Jeff Palmer for M. Wilson
8/7/2018

Tanner Industries
Request for Renewal (Chemicals)
June 25, 2018
Page Two

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by Tanner Industries, Inc.

This the 28th day of June, 2018

By: _____

Printed Name: Matt Tanner

Title: Sales Administrator

Comments: _____

_____

_____

_____

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the continuation of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of $800,000.00. This firm is located in Charlotte, NC.**

PURPOSE: **This is a Clean Water 2020 Program Project.**

REQUISITION NO.: **R191615**

FINANCIAL IMPACT: **Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount $800,000.00.**

ORIGINAL BUDGET: **$800,000**

CLEAN WATER 2020?: **Yes**

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

Sec 2-204. (5) of the City Ordinance.. - Competitive sealed bidding required; exceptions.
All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Fully Signed Sole Source (PDF)
- #b: Hazen & Sawyer Original Contract (PDF)

Requisition # R191615

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Engineering (1) Division, engineering services to perform the detailed scope outlined in the attached documents for project SS7485 - (2) Hydraulic Recalibration and CIP Development for the City of Columbia's wastewater system.

as a sole source procurement from Hazen and Sawyer (3)

based upon the following justifications: The purpose of this contract is to continue Hazen and Sawyer's (4) engineering services initiated in FY17/18 for SS7485 - Model Recalibration and CIP Development for the City of Columbia's wastewater system. The cumulative not to exceed budget for FY 18/19 is $791,381. The total anticipated budget for FY19/20 is $599,563. The total anticipated amount for this project from FY 17/18 to FY 19/20 is $1,579,612. For a detailed description of the scope and justification for this project the attached documents.

This sole source is valid through June 30, 2019 Amount $ 791,381

Utilities and Engineering Department — Signature of Department Head — Date 8/17/18

for Signature of Purchasing Agent — Date 8/17/2018

Form must be routed in the order of the signatures

Signature of Finance Director — Date 8/24/18

Signature of Asst. City Manager — Date 8/27/18

Signature of City Manager — Date 8/29/18

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

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

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

Requisition # R191615

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Notes: (1) Enter Division Name
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This sole source is valid through June 30, 2019 **Amount** $ 791,381

Utilities and Engineering Department

Signature of Department Head — Date 8/17/18

for Shannon Lizewski — Signature of Purchasing Agent — Date 8/17/2018

Form must be routed in the order of the signatures

Signature of Finance Director — Date

Signature of Asst. City Manager — Date

Signature of City Manager — Date

Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
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Clean Water 2020
Columbia's Clear Vision For Clean Water

Address: 1441 Main Street, 10th Floor | Columbia, SC 29201
Office: 803.545.3400 **Email:** info@CleanWater2020.com

Memorandum

To: ~~*Kimberley Roof*~~*Sandra Wright*

From: *John Riggs*

Date: ~~*February 1*~~*August 17, 2018*~~*, 2018*~~

Subject: *Hydraulic Model Recalibration and CIP Development*

Since 2012, Hazen and Sawyer (H&S) has been leading the effort to develop a collection system-wide hydraulic computer model and a Capacity Assurance Program (CAP) tool, both of which will be used to evaluate and refine future projects necessary to improve the sewer system and the reduce sanitary sewer overflows (SSO's). This work is required by the Consent Decree and is an integral part of the overall CleanWater 2020 program. H&S possesses an extensive working knowledge of the City of Columbia's collection system and has completed much of the required work to date. This project is for follow-on work requested by the City to further enhance the cost-effectiveness of the Program and to ensure the best total-solutions are implemented.

This project includes the following:

1. Hydraulic Model Update: The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). Since H&S is the creator of the hydraulic model, no other consultant is as suited to perform this work in a timely manner.
2. Flow Monitoring Evaluation: The purpose of this task is to review the 2016 flow monitoring data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. Since H&S has already analyzed the 2015 flow monitoring data as part of a separate project, no other consultant is as suited to perform this work in a timely manner.
3. Model recalibration: Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from analysis of the flow monitoring data. Since H&S calibrated the original model, no other consultant is as suited to perform this work in a timely manner.
4. Sewer Flow Projection Update: Hazen will update the sewer flow projections developed as part of a previous project. Since H&S calibrated the original model, no other consultant is as suited to perform this work in a timely manner.
5. Capacity Analysis: The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of

available capacity. Since H&S is creating and calibrating the hydraulic model, no other consultant is as suited to perform this work in a timely manner.

6. Alternatives Analysis: The purpose of this task is to update the recommended improvement alternatives. Since H&S is creating and calibrating the hydraulic model, no other consultant is as suited to perform this work in a timely manner.

In order to achieve efficiency and align the various tasks with the requirements of the consent decree, H&S will work with the U&E staff and it's CleanWater 2020 Program Manager to complete the above work. No other firm has the extensive knowledge of the City of Columbia's sewer collection system, the hydraulic model and the CAP tool so CW2020 recommends that Model Recalibration and CIP Development be issued solely to Hazen & Sawyer.

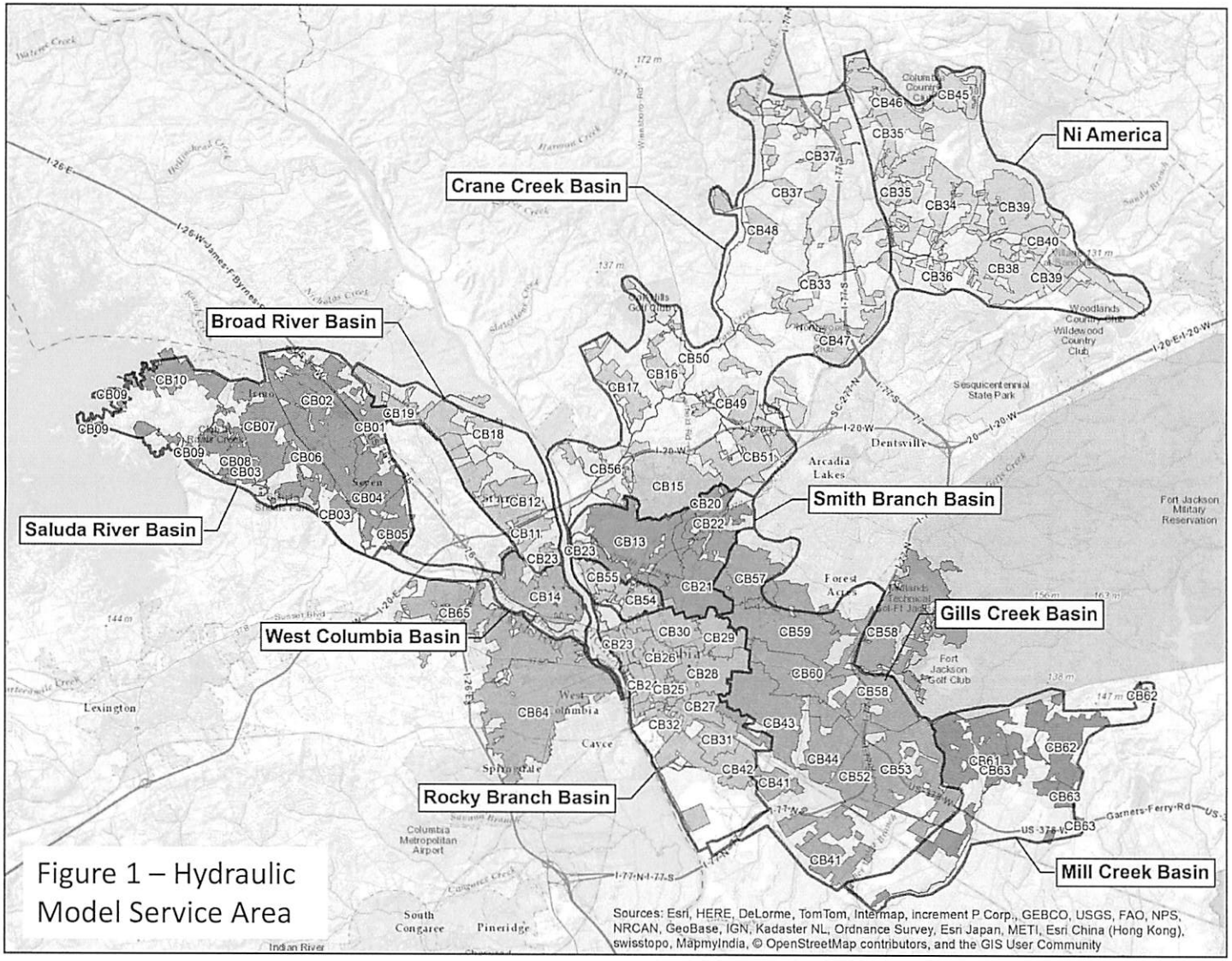

Figure 1 – Hydraulic Model Service Area

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP# SS7485
Hydraulic Model Recalibration and CIP Development

Under a previously executed City of Columbia contract for SS685401 Sewer Model and Capacity Assurance Program, Hazen and Sawyer developed a calibrated hydraulic model for the City's trunk sewer system. The 2012 monitoring period proved to be a relatively dry period based on rainfall events observed in late 2014 and early 2015. These events have caused elevated sewer flows and more frequent capacity-related overflows than seen during the 2012 monitoring period.

It is agreed that the proposed system improvements developed in the representative Crane Creek basin analysis are somewhat sensitive to model calibration and flow projections. The timing and relative need of these improvements should be confirmed by the updated flow monitoring and enhanced calibration of the model for better analysis.

Since the model development, there have been several sections of sewer that are greater than 15-inches that have been located that were not previously in the City's GIS mapping system. Therefore, these sections will need to be included in the model to be able to have a complete representation of the system network that is 15-inches and greater.

In consideration of the requested model recalibration, Hazen respectfully submits the following proposed scope items:

1. Scope

Task 1 – Hydraulic Model Update:

The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). The following items will be completed as part of this task:

1.1 Hazen will conduct a Project Kickoff Meeting to review project scope, schedule, and budget. The Kickoff meeting shall include a discussion with the City, Program Manager, and Hazen to identify critical success factors for the project. The critical success factors will be reviewed over the course of the project. During this meeting, work to be performed under this task will be reviewed.

1.2 Hazen will update the size and alignment of pipes and manholes in the model based on the City's latest GIS files, recent record drawings, and best available information provided by the CleanWater 2020 Program. The model shall include the physical facilities of the Influent Pump Station and the EQ basin at the WWTP, the Saluda Pump Station storage facility, and the proposed Crane Creek Storage facility.

1.3 Hazen will revise the sanitary sewer system service area (City of Columbia, West Columbia, Fort Jackson, and East Richland County Public Service District) based on changes since the original model development. Ni America has been removed from the Columbia System. This change will be reflected in the model update once calibration is complete (Flow meter data for model calibration was collected while Ni America was actively sending flow to the City System)

1.4 The City will provide information on the areas in the system that that had high levels of sediment identified in the CCTV inspections and/or multi-sensor inspections. These areas will be incorporated into the model calibration to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with sediment depth.

1.5 The City will provide information on the areas in the system that that had high levels of I/I and where I/I sources were identified based on field inspection. These areas will be incorporated into the groundwater model or hydraulic model to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with infiltration estimates summarized per pipe segment.

1.6 Hazen will conduct a meeting to discuss the current setup and operation of pumps with O&M staff. The City will provide information related to the pump station operation during calibration periods. The City will provide SCADA records that overlap with the selected calibration periods (refer to Task 2). Hazen will bring attention to and resolve discrepancies between operating procedures identified by staff and SCADA records provided by the City. The City will also provide information about future pump station operation if any changes from the current set up are anticipated.

1.7 Once the revisions to the physical model are complete, Hazen will conduct a meeting with City Staff from Engineering, WWTP, and operations to review the hydraulic model in detail including: gravity pipes, modeled pump stations total and firm capacity, force mains, and EQ basin operation.

1.8 Technical Memorandum No. 1 - Model Development Technical Memorandum:

- Hazen will submit a draft Technical Memorandum No. 1 for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 1 after incorporating comments.

Task 2 – Flow Monitoring Evaluation:

The purpose of this task is to review the 2016 flow monitoring data and make a recommendation on the need for gauge-adjusted radar rainfall data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. The following items will be completed as part of this task:

2.1 Hazen will conduct a Task 2 kickoff meeting to review the goals and objectives for this task.

2.2 Hazen will analyze 2016 rainfall and flow monitoring data and make a recommendation to the City on the need for gauge-adjusted radar rainfall data.

2.3 An allowance of $30,000 is set aside in this task for the purchase of gauge adjusted radar rainfall data.

2.4 Hazen will complete the following as part of the 2016 Flow Monitoring Data Analysis:

- The data will be analyzed to identify areas susceptible to RDI/I and determine appropriate flows for input to the hydraulic model. The data analysis approach includes the following steps.
  - Step 1: The wastewater flows will be divided into three components that make up the total flow hydrograph showing the quantities of wastewater over a period of time:
    - Base wastewater flow (BWWF): Domestic wastewater from residential, commercial, and institutional (schools, churches, hospitals, etc.) sources, as well as industrial wastewater sources.
    - Groundwater infiltration (GWI): Groundwater entering the collection system through defective pipes, pipe joints, and manhole walls, which is a function of the groundwater table above the pipelines, the percentage of the system that is submerged, and the physical condition of the sewer system.

- Rainfall dependent inflow/infiltration (RDI/I): Storm water that enters the sanitary sewer system in direct response to the intensity and duration of rainfall events.

- Hydrograph decomposition is a method of estimating the different components of flow and may be used to analyze flow monitoring data to estimate BWWF, GWI, and RDI/I flow components. An average base flow hydrograph for a typical weekday and weekend day will be developed from the recorded data for dry-weather conditions. To determine the RDI/I component for each storm event, the typical base flow hydrographs will be subtracted from a wet weather hydrograph. Hazen will note any cross-country pipes that may potentially be a source of high groundwater values.

- Step 2: The base flow hydrographs determined from Step 1 will be used to calculate the average and peak daily dry-weather flow in each sewershed. GWI will be estimated by examining the minimum nighttime flows when most base wastewater flows would be very low. The average dry-weather infiltration rate, in gallons per day per inch-diameter mile, will be calculated.

- Step 3: In order to prioritize the sewersheds in terms of their RDI/I contribution, three factors will be considered: R-value, peak wet-weather flow factor, and RDI/I per linear foot of sewer.

2.5 Hazen will characterize the 2012, 2015, and 2016 flow monitoring periods based on rainfall, groundwater levels, WWTP flows, and other relevant factors. Hazen will then compare flows among the different flow monitoring periods and comment on the differences to benchmark recent historical flows.

2.6 Hazen will review and summarize the 2014, 2015 and 2016 flow data, pump station information including run times and mag meter information, and smart manhole cover information., Hazen will present the summary and make a recommendation for which data set and storm events should be used for model calibration and verification. Different data sets may be used for different portions of the system.

2.7 A meeting will be held to review I/I analysis and recommendations for model calibration / verification. The I/I analysis will be based on the methodology described in the three steps mentioned above.

2.8 Hazen will perform RTK analysis on the dataset to be used for calibration using the triple hydrograph method to describe the fast, moderate and slow flow response to rainfall.

2.9 A meeting will be held to review the calculated RTK values determined above.

2.10 Technical Memorandum No. 2A – 2016 Flow Meter Analysis:

- Hazen will submit a draft Technical Memorandum No. 2A for review.
- Hazen will finalize the Technical Memorandum No. 2A after incorporating comments from Clean Water 2020 and the City.

2.11 Technical Memorandum No. 2B – Recommendations for Model Calibration Flows:

- Hazen will submit a draft Technical Memorandum No. 2B for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 2B after incorporating comments.

Task 3 – Model Recalibration:

Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from the efforts in Task 2. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of model parameters to match calculated and observed conditions. The model will be calibrated to meet accuracy standards established below. The RTK method, and the groundwater modules within InfoWorks, will be used as necessary in order to achieve the goals and meet the calibration and verification standards.

3.1 Hazen will conduct a Task 3 kickoff meeting to review the goals and objectives for this task. It is intended that this meeting will be held in conjunction with the RTK review meeting described in Task 2. The content of the meeting will include presentation of the proposed calibration and validation storm events. Hazen will also present the proposed calibration and validation criteria for dry and wet weather flow for review and comment.

3.2 It is assumed that the model will be recalibrated to a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available. The model will be recalibrated first for dry weather conditions and then to observed wet-weather events.

3.3 The City will provide information, if available, on manholes that were submerged during certain calibration events.

3.4 Hazen will review calibration and validation criteria from previous efforts. The goals for model calibration (i.e., agreement between modeled and observed conditions) will be a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available to meet WaPUG standards. It is understood that the number of events used for calibration and verification may vary depending upon the number of observed events available in the flow record. If portions of the model cannot be calibrated within these goals, the discrepancies will be discussed with the City and then resolved in agreed upon methodology.

3.5 Calibration and validation will consider the following data sources:

- Temporary and permanent flow metering data
- Smart manhole depth data,
- Critical manhole measurements
- Pump station flow and run time data for modeled pump stations.
- Flow monitoring data on the influent pump station (IPS) provided by the City and flows through the WWTP
- Locations of reported SSOs during the flow monitoring period
- Use of EQ Storage (WWTP and Saluda River Pump Station) during the flow monitoring period,
- Sediment data from RedZone multi-sensor inspections

3.6 Hazen will develop individual procedures for each major pump station (5 pump stations) for testing and will accompany City staff during one test of a major pump station for actual operational, flow and pressure data. The purposes of this procedure is to provide information concerning the current operating conditions of the pumps (i.e., flow, head, and efficiency), confirm station and piping dimensions relevant to pump station hydraulics, assess the stations for issues that may be adversely impacting pump performance, confirm current pump controls (e.g., wet well operating level setpoints, VFD speed setpoints/ranges, pump operating combinations, sequence of pump starts/stops, other control variables, etc.), and to collect any other information needed to validate the model representation of the pump stations. Prior to the field testing, Hazen will coordinate with the City to gather all relevant, available information (including documentation of existing control strategies) and identify any additional information that needs to be collected or verified during the field visit. The information collected during the field testing will then be used to adjust the model parameters to represent current operating conditions, and to gauge overall pump station operation and pump performance—including performance during dry weather and under 2-year peak flow stressed conditions. Also, the testing procedure will be revised as warranted based on feedback from the field testing of the first pump station. In addition to the testing procedure, Hazen will provide the City with the following:

- Recommend pump station maintenance or improvements to address issues observed in the field to be significantly reducing pumping capacity (e.g., leaking check/control valves)
- Assessment of force main hydraulics, including identification of potential air binding or other impacts on pumping capacity
- Assessment of current performance of the pumps individually and in combinations (including full speed and reduced-speed operation), including overall assessment of the station operation as a unit
- Operational review of existing conditions, control strategies, and pump performance under the full range of expected operating conditions–evaluate opportunities to increase pump station effectiveness and efficiency, including modified control strategies
- Recommend operational changes in the form of a technical memorandum (electronic format plus one hard copy) to improve operation, performance, and efficiency of the pump station for:
  - Current dry-weather conditions
  - Current 2-year wet-weather conditions
- The City will provide a review of the recommended changes and provide comments back to Hazen.
- Hazen will update the physical representation of the pump station, pump curves, pump controls, and other parameters in the model, then review and test the recommended operational changes in the model and provide a final recommendation to be implemented and tested in the field by the City.

3.7 A dry-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:

- Identify areas that could not be calibrated or where the calibration is uncertain and why.
- Identify the areas where the groundwater model was applied.
- Present the groundwater model, including how the model was developed and what impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
- Dry weather flow calibration results by meter location (peak flow, volume, depth). Results shall be presented as a time series of depth, velocity, and discharge for a full week.
- Present system capacity during existing dry weather calibration:
  - color coded maps showing the fraction of pipe capacity utilized during peak dry weather flow
  - summary of average and peak dry weather flow to each pump station compared to the pump stations firm and total capacity
  - summary of force main velocity for each modeled force main during average dry weather flow, peak dry weather flow, and during the calibration/verification events.
  - summary of the average dry weather flow to the WWTP compared to the WWTP effluent and historical data
- The workshop shall also include a recommendation on the wet weather events to be used in calibration.

3.8 A wet-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:

- Identify areas that could not be calibrated or where the calibration is uncertain and why.
- Identify the R values used in model calibration, identify areas where the groundwater model was applied.
- Present the groundwater model, the impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
- Wet weather calibration results by meter location (peak flow, volume, depth). Hazen will present a time series plots of depth, velocity, and discharge for three storms, as well as peak depth, velocity, discharge, and total volume scatterplots for all storms monitored over a metering program.
- Present system capacity during existing wet-weather calibration events:
  - color coded maps showing the pipe capacity during the model calibration and verification events. Surcharge maps.

- color coded maps showing depth of flow during the model calibration and verification events
- summary of peak wet weather flow to each pump station compared to the pump stations firm and total capacity
- summary of the peak flow to the WWTP compared to the WWTP effluent and historical data
- summary of force main velocity for each modeled force main during peak wet weather flow

- Verification should include selected historical records and be presented as a time series of depth, velocity, and discharge data.
- Present system capacity during key calibration and verification storm events

3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 3 documenting the calibration process for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 3 after incorporating comments.

Task 4 – Sewer Flow Projection Update

The purpose of this task is to review and update any changes in the growth projections based on new information and planning trends since the 2012 model development. The following tasks will be performed:

4.1 Hazen will conduct a meeting to kickoff the task and review the process for updating the flow projections. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. As part of this meeting, Hazen will identify the flow projection components that are recommended for updates based on new conditions.

4.2 Hazen will review water consumption data trends and will confer with the City and Clean Water 2020 about whether wastewater flows are expected to follow the water trends.

4.3 A flow projection workshop with City staff will be conducted to review the revised future dry weather flows. This workshop will present and discuss:

- Existing, 2020 (Current), 2030, 2040, and buildout flows for the collection system by sub-basin and total to the WWTP.
- Industrial flows and how this impacts the flow in each future scenario
- Current and future flows from outside areas (West Columbia, Fort Jackson, etc.) and where these flows will be loaded into the system.

4.4 Technical Memorandum No. 4 – Flow Projections Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 4 documenting the revised sewer flow projections.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 4 after incorporating comments.

Task 5 – Capacity Analysis

The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of available capacity. The following tasks will be performed:

5.1 Hazen will conduct a meeting to kickoff the task. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. The meeting will include:

- A discussion of how the City wants to evaluate the future dry weather flows (for example - with/without industrial flows in Crane Creek)
- A discussion of design storms to be considered (historical and synthetic). A revised historical design storm may need to be selected that has a higher peak hour rainfall intensity than the previous modeling effort.
- Review the process for evaluating the design storm flows and determining if the storm produces flows that are seen in the system on a 2-year frequency.
- A discussion of the criteria used to trigger hydraulic improvements in dry weather and in wet weather. Criteria should include pipe capacity, pump station capacity, and force main velocity
- A discussion of the criteria used to size hydraulic improvements (i.e., what are the pipes, pump stations, force mains going to be sized to convey)

5.2 Hazen will develop flows for the design storms (five (5) historical and three (3) synthetic) for the current sewer system conditions. Hazen will perform a comparison to see if the flows produced by the 2-year design storms align with those observed on average once in two years in the system. Analysis will be based on available data (permanent flow monitoring, pump station flow meters, WWTP influent and effluent flows, locations of SSOs, and smart cover manhole data).

5.3 Hazen will conduct a Design Storm Workshop with the City to discuss the results of the design storm evaluation. The analysis and recommendations will be documented in a memorandum for the City's review. The purpose of the meeting and memorandum is to determine the design storm(s) to be used in the capacity analysis.

5.4 Technical Memorandum No. 5A - Design Storm Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 5A documenting the review of the historical and synthetic rainfall analysis
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 5A after incorporating comments.

5.5 Hazen will perform an Existing System Capacity Analysis for peak existing dry weather flow, selected historical storms and selected design storms. For each model run the following will be presented:

- Color coded maps showing fraction of pipe capacity utilized
- Flow to the pump stations compared to the firm capacity (including the WWTP influent PS)
- Pump station run time during storm event
- Summary of the EQ volume used at all storage units in the collection system and at the WWTP

5.6 Hazen will perform Future Capacity Analysis for the following model runs.

- 2020 (existing), 2030, 2040, and Buildout for Dry Weather Conditions
- 2020 (existing), 2030, 2040, and build-out with design storm wet weather conditions using the selected design storm.

5.7 For each model run the following will be presented:

- Color coded maps showing fraction of pipe capacity utilized

- Flow to the pump station compared to the firm and total capacity (including WWTP influent PS)
- Force main velocity
- Pump station run time during storm event
- Summary of the EQ volume used at all storage units in the collection system and at the WWTP

5.8 Unless otherwise directed, Hazen will utilize the buildout design storm flows model for the sizing of system improvements.

5.9 Hazen will conduct a meeting with the City to discuss the results of the capacity analysis.

5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 5B documenting the sewer system capacity analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 5B after incorporating comments.

Task 6 – Alternatives Analysis

Based on the results of the capacity assessment modeling, alternatives to eliminate system capacity issues will be reviewed with City Staff and vetted with the hydraulic sewer model. A planning level capital cost will be developed based on current values for construction for each alternative to be evaluated. The improvement alternatives will then be planned based on the timing of the need and required capital cost. The following specific items will be performed under this task:

6.1 Hazen will conduct a meeting to kickoff the task and review the work to be performed. A review of the hydraulic restrictions in each basin will be presented and a list of the system-wide alternatives to be considered will be discussed. Improvement options to be considered include pipe upgrades, pump upgrades, EQ storage, in-line storage, RDI/I reduction, and conveyance/storage tunnels. Alternatives will focus on maximizing existing assets through rehab. Alternatives will evaluate different levels of I/I reduction. City and CleanWater 2020 will comment on the list of alternatives.

6.2 I/I Reduction in sub-basins identified as having high I/I will be considered as part of the improvement alternatives. The sub-basin selection and I/I reduction assumptions, including the feasible percent-reductions to be considered within each basin, will be reviewed with City and CleanWater2020 staff. Sub-basin selection will consider GWI and RDI/I reduction. Identification of sub-basins will consider flow monitoring results, areas identified by the City or through CCTV inspection that have high GWI, or areas identified as having a high GWI influence through the groundwater model. The results of the size and cost of the improvements with and without I/I will be documented and the comparison shared with the City.

6.3 Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options

- Hazen will submit a draft Technical Memorandum No. 6A documenting the sewer system capacity analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 6A after incorporating comments.

6.4 Alternatives shall include an estimated flow trigger in addition to a recommendation based on a time period. Hazen will confer with the City and the Clean Water 2020 Program to develop a flow trigger (or condition such as run time) for pipes, pump stations, and force mains.

6.5 Hazen will develop system-wide improvement alternatives based on the 2040 flow conditions and the selected design storm. Alternatives shall include a "send everything to the WWTP scenario". Each alternative will include the following:

- A systemwide map of the improvements and a description of each pipe, pump, and force main project within the alternative.
- Peak hour flows to key locations in the system including modeled pump stations, WWTP influent pump station, and each storage facility
- Peak hour velocity in force mains

6.6 Meet with the City to review the alternatives developed and the components of each alternative. The Workshop shall include a comparison of the components of each alternative and discussion of pros and cons. During the workshop, the set of alternatives for developing cost estimates will be identified. The workshop shall include a discussion of the planning level unit costs for the improvements. Unit costs in recent City and SC area bid tabs shall be used to validate planning level costs.

6.7 Technical Memorandum No. 6B – Alternatives Review

- Hazen will submit a draft Technical Memorandum No. 6B documenting the sewer system capacity analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 6B after incorporating comments.

6.8 As a check on the selected alternative, Hazen will run 20 years of representative rainfall through the model and determine how the system performs in terms of frequency of overflows and level of surcharge. Hazen will determine the average annual activation rate for the improvements.

6.9 Following the meeting, the selected alternatives will be further developed including:

- Utilization analysis for each existing and proposed storage tank including hours active per year and/or frequency of filling
- Capital and O&M cost of each improvement
- Total alternative cost

6.10 Hazen will meet with the City to review the cost of the selected alternatives. The workshop shall include a comparison of the alternative components and a discussion of the pros and cons. The goal will be to select a system wide improvement alternative. More than 1 alternative may be selected for phasing as the final alternative selection may be based on the phasing costs.

6.11 Following the meeting, the selected system-wide improvement alternative(s) will be phased. Projects shall be phased in a minimum of 5-year increments starting in 2020. Figures will be created to show the status of the system before and after improvements are implemented.

6.12 A meeting will be held with the City to present the results of the phasing.

6.13 Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 6C documenting the proposed capital improvements plan.
  - The TM shall contain a business case for each project
  - Note that it is assumed that no separate EPA deliverables will be required that require multiple revisions and/or legal review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 6C after incorporating comments.

6.14 100 hours are budgeted for previous TM revisions and updates to correspond to final recommendations. This time shall be used at the City's discretion as needed.

6.15 Hazen will provide and electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenarios.

Task 7 – Support Services

7.1 On an as-needed basis and as directed by the City, H&S will provide engineering support including, but not limited to, the following types of basic services:

- Assist with the preliminary and final design efforts of projects performed by other consultants
- Determine capacity impacts of proposed new development or changes in study assumptions on downstream pipes and pump stations
- Refinement of Study improvement alternatives based on new information
- Addition of smaller diameter pipe to the hydraulic model where requested by the City
- Support City's capacity assurance program as required to meet sewer permitting requirements
- Modeling support as requested by the City to review and evaluate alternative growth scenarios and larger sewer flow requests with the sewer hydraulic model.
- Sanitary sewer overflow (SSO) diagnostics support when SSOs are caused by wet weather events. Examples of support efforts include: storm event classification, critical manhole identification, root cause analysis

7. Summary of Deliverables:

- Technical Memorandum No. 1 – Model Development Technical Memorandum

- Technical Memorandum No. 2A – 2016 Flow Meter Analysis
- Technical Memorandum No. 2B – Recommendations for Model Calibration Flows
- Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum
- Technical Memorandum No. 4 – Flow Projections Technical Memorandum
- Technical Memorandum No. 5A – Design Storm Technical Memorandum
- Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum
- Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options
- Technical Memorandum No. 6B – Alternatives Review
- Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum
- Electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenario

EXHIBIT B

COMPENSATION

City of Columbia
CIP# SS7485
Hydraulic Model Recalibration and CIP Development

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a not-to-exceed cost ceiling of $1,579,612 and is broken out by fiscal year as follows in Table 1:

Table 1: Costs and Percentages by Fiscal Year

Task Description	Total	Fiscal Year					
		2017-2018		2018-2019		2019-2020	
Task 1–Hydraulic Model Update	$130,522	$87,015	67%	$43,507	33%	$0	0%
Task 2–Flow Monitoring Evaluation	$204,648	$58,471	29%	$146,177	71%	$0	0%
Task 3–Model Recalibration	$409,446	$37,222	9%	$372,224	91%	$0	0%
Task 4–Sewer Flow Projection Update	$93,982	$0	0%	$93,982	100%	$0	0%
Task 5–Capacity Analysis	$21,2940	$0	0%	$42,588	20%	$170,352	80%
Task 6–Alternatives Analysis	$356,554	$0	0%	$0	0%	$356,554	100%
Task 7–Support Services	$100,000	$0	0%	$57,143	57%	$ 42,857	43%
Project Administration	$71,520	$5,960	8%	$35,760	50%	$29,800	42%
Total	$1,579,612	$188,668	12%	$791,381	50%	$599,563	38%

The estimated fee is broken out as follows in Tables 2-9:

Table 2: Task 1 – Hydraulic Model Update

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 1 – Hydraulic Model Update										
1.1 Task - Kickoff Meeting		4	8	8			20	$3,500		$3,500
1.2 Model Update (Pipe sizes, Pump Stations and Elevations)		40	40	140	80	100	400	$60,180		$60,180
1.3 Service Area Update		2	16			24	42	$6,238		$6,238
1.4, 1.5 Pipeline Sediment / RDII Review		4	10	16	16	16	62	$9,220		$9,220
1.6 Operational Review Meeting		4	8		16		28	$4,396		$4,396
1.7 Physical Model Review Meeting		8	16		16	8	48	$7,632		$7,632
1.8 Technical Memorandum No. 1 - Model Development Technical Memorandum										
Draft TM	2	8	80			40	130	$21,424		$21,424
Final TM		4	40			40	84	$12,932		$12,932
Expenses										$5,000
Subtotal – Task 1	2	74	218	164	128	228	814	$125,522		$130,522
									FY17-18	$87,015 (67%)
									FY18-19	$43,507 (33%)
									FY19-20	$0 (0%)

Table 3: Task 2 – Flow Monitoring Evaluation

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 2 – Flow Monitoring Evaluation										
2.1 Task - Kickoff Meeting		4	8				12	$2,252		$2,252
2.2, 2.3 Review 2016 Rainfall and Flow Monitoring Data		4	8	24	16		52	$8,140	$30,000	$38,140
2.4 2016 Flow Monitoring Data Analysis		20	40	40	120	40	260	$38,500		$38,500
2.5 Characterize the 2012, 2015, and 2016		8	8	4	20		40	$6,368		$6,368
2.6, 2.7 Review Meeting for I/I Analysis and Recommendations for Model Calibration		8	20	40	40	20	128	$19,284		$19,284
2.8 RTK Analysis		8	8	16	90	20	142	$20,080		$20,080
2.9 Review Meeting for RTK Analysis		8	16	24			48	$8,248		$8,248
2.10 Technical Memorandum No. 2A – 2016 Flow Meter Analysis										
Draft TM	2	8	80	8	24	40	162	$25,888		$25,888
Final TM		4	40			16	60	$9,980		$9,980
2.11 Technical Memorandum No. 2B – Model Calibration and Verification Recommendations										
Draft TM	2	8	80	8	24	20	142	$23,428		$23,428
Final TM		4	40			16	60	$9,980		$9,980
Expenses										$2,500
Subtotal – Task 2	4	84	348	164	334	172	1106	$172,148	$30,000	$204,648
									FY17-18	$58,470.86 (29%)
									FY18-19	$146,177.14 (71%)
									FY19-20	$0 (0%)

Table 4: Task 3 – Model Recalibration

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 3 – Model Recalibration										
3.1 Task - Kickoff Meeting		4	8	8			20	$3,500		$3,500
3.2, 3.3 Data Compilation and Review			16	8	8	8	40	$6,184		$6,184
3.4 Establish Calibration Criteria		2	2	8			12	$2,014		$2,014
3.4, 3.5 Dry-Weather Calibration		10	20	400		80	510	$77,870		$77,870
3.4, 3.5 Wet-Weather Calibration		10	20	1140	24	80	1274	$196,526		$196,526
3.6 Procedure and Participate in Pump Station Testing		12	80	80		16	188	$31,284		$31,284
3.7 Dry-Weather Calibration Workshop		8	16	40			64	$10,744		$10,744
3.8 Wet-Weather Calibration		4	8	80			92	$14,732		$14,732

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Workshop										
3.8 Current Capacity Analysis During Wet-Weather Events		8	16	80	20	20	144	$22,124		$22,124
3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum										
Draft TM	2	8	100	8	24	40	182	$29,488		$29,488
Final TM		4	40			16	60	$9,980		$9,980
Expenses										$5,000
Subtotal – Task 3	2	70	326	1852	76	260	2586	$404,446	$0	$409,446
									FY17-18	$37,222.36 (9%)
									FY18-19	$372,223.64 (91%)
									FY19-20	$0 (0%)

Table 5: Task 4 – Sewer Flow Projection Update

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 4 – Sewer Flow Projection Update										
4.1 Task - Kickoff Meeting		4	8	8			20	$3,500		$3,500
4.2 Review Water Consumption Data		8	40	8	16	40	112	$17,136		$17,136
4.2 Revise future dry weather flows		4	100	16	60	38	218	$34,022		$34,022
4.3 Flow Projection Workshop		4	20	8			32	$5,660		$5,660
4.4 Technical Memorandum No. 4 – Flow Projections Technical Memorandum										
Draft TM	2	8	80		40	40	170	$26,784		$26,784
Final TM		4	20			16	40	$6,380		$6,380
Expenses										$500
Subtotal – Task 4	2	32	268	40	116	134	592	$93,482	$0	$93,982
									FY17-18	$0 (0%)
									FY18-19	$93,982 (100%)
									FY19-20	$0 (0%)

Table 6: Task 5 – Capacity Analysis

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 5 – Capacity Analysis										
5.1 Task - Kickoff Meeting		4	8	8			20	$3,500		$3,500
5.2 Design Storm Review		20	24	80		60	184	$28,240		$28,240
5.3 Design Storm Review Workshop		8	16	16			40	$7,000		$7,000
5.4 Technical Memorandum No. 5A - Design Storm										

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Draft TM	2	8	40	20		40	110	$17,344		$17,344
Final TM		4	20	10		16	50	$7,940		$7,940
5.5 Existing System Capacity Analysis (incl. Map Development and Equalization Analysis)		80	20	120		40	260	$43,480		$43,480
5.6, 5.7, 5.8 Future Capacity Analysis (incl. Map Development and Equalization Analysis)		60	40	200		40	340	$55,500		$55,500
5.9 Meeting to Discuss Capacity Analysis		8	12				20	$3,784		$3,784
5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum										
Draft TM	2	8	60	40	24	80	214	$32,200		$32,200
Final TM		4	20	20		40	84	$12,452		$12,452
Expenses										$1,500
Subtotal – Task 5	4	204	260	514	24	316	1302	$211,440	$0	$212,940
									FY17-18	$0 (0%)
									FY18-19	$42,588 (20%)
									FY19-20	$170,352 (80%)

Table 7: Task 6 – Alternatives Analysis

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 6 – Alternatives Analysis										
6.1 Task - Kickoff Meeting		4	8	8			20	$3,500		$3,500
6.2 I/I Reduction Evaluation and Improvement Options Identification		20	40	100		60	220	$34,240		$34,240
6.3 Technical Memorandum No. 6A – Improvement and RDII Reduction Options										
Draft TM	2	20	80	20		40	162	$26,980		$26,980
Final TM		10	40	10		16	76	$12,758		$12,758
6.4, 6.5 Alternatives Analysis and Flow Triggers		8	40	160			208	$33,784		$33,784
6.6 Alternatives Analysis Review Workshop		8	16	16		16	56	$8,968		$8,968
6.7 Technical Memorandum No. 6B – Alternatives Review										
Draft TM	2	20	80	20		40	162	$26,980		$26,980
Final TM		10	40	10		16	76	$12,758		$12,758
6.8 Long-Term Simulation for System Improvements		2	4	80			86	$13,606		$13,606

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
6.9 Alternatives Utilization Analysis and Cost Development (Capital and O&M)		20	80	80		40	220	$35,860		$35,860
6.10 Alternatives Utilization Analysis and Cost Development Review Workshop (Capital and O&M)		8	16	16			40	$7,000		$7,000
6.11 Alternatives Phasing Development and Flow Triggers		10	40	40		40	130	$20,390		$20,390
6.12 Alternatives Phasing Development Review Workshop		8	16	16			40	$7,000		$7,000
6.13 Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum										
Draft TM	4	20	120	20	40	120	324	$49,860		$49,860
Final TM		10	80	10	16	40	156	$25,054		$25,054
Business Cases		4	40	8	16	24	92	$14,356		$14,356
6.14 Requested TM Revisions		20	80					$18,460		$18,460
Expenses										$5,000
Subtotal – Task 6	8	202	820	614	72	452	2068	$351,554	$0	$356,554
									FY17-18	$0 (0%)
									FY18-19	$0 (0%)
									FY19-20	$356,554 (100%)

Table 8: Task 7 – Support Services

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Task 7 – Support Services										
7.1 Requested Support Services		80	160	220	80	80	620	$100,000		$100,000
Subtotal – Task 7	0	80	160	200	80	80	620	$100,000	$0	$100,000
									FY17-18	$0 (0%)
									FY18-19	$57,143 (57%)
									FY19-20	$42,857 (43%)

Table 9: Project Administration

Task Description	Hazen Labor Hours by Employee Classification							Hazen Fee	Sub-consultant Fee	Total Fee
	VP/QC	SA	A	SPE	PE	PD	Total Hrs			
Project Administration										
Progress Meetings		120	120				240	$45,960		$45,960
Meeting Agenda and Minutes Preparation		80	24				104	$20,560		$20,560
Expenses										$5,000
Subtotal – Project Admin	0	200	144	0	0	0	344	$66,520	$0	$71,520
									FY17-18	$5,960 (8%)
									FY18-19	$35,760 (50%)
									FY19-20	$29,800 (42%)

Table 10 summarizes the agreed upon 2017-2018 hourly rates by employee classification. Project expenses for subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10 and billed at direct cost for other expenses such as travel and reproduction. Services will be provided for requested tasks as can be accomplished within the not-to-exceed budget limit. The specific services requested and corresponding levels of effort will determine the number of tasks that can be accomplished within the budget limit. When services performed under this contract approach the not-to-exceed budget limit, Hazen will notify the City. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Table 10: 2017 – 2018 Hourly Billing Rates

Employee Classification	Billing Rates ($/hr)
Vice President (VP)	$240.00
Senior Associate (SA)	$203.00
Associate (A)	$180.00
Senior Principal Engineer (SPE)	$156.00
Principal Engineer (PE)	$134.00
Engineer (E)	$123.00
Assistant Engineer (AE)	$108.00
Senior Principal Designer (SPD)	$145.00
Principal Designer (PD)	$123.00
GIS Specialist (GIS)	$98.00
Designer (D)	$98.00
Administrative (AA)	$68.00
Intern (EI)	$35.00

Hazen shall be allowed to adjust employee hourly rates in Table 1 on an annual basis starting in July 2018. Adjustments shall not exceed 3% per year. Hazen will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

EXHIBIT C

PROJECT SCHEDULE

City of Columbia
CIP# SS7485
Hydraulic Model Recalibration

The services described herein will be accomplished in response to specific requests from the City according to a mutually agreeable schedule established within a period from notice to proceed through April 2020. It is anticipated that the major task items will be completed as follows:

Task	Start Date	End Date
Task 1 – Hydraulic Model Update	May 2018	November 2018
Task 2 – Flow Monitoring Evaluation	May 2018	November 2018
Task 3 – Model Recalibration	June 2018	May 2019
Task 4 – Sewer Flow Projection Update	January 2019	May 2019
Task 5 – Capacity Analysis	May 2019	September 2019
Task 6 – Alternatives Analysis	August 2019	March 2020
Task 7 – Support Services	July 2018	June 2019
Project Administration	May 2018	April 2020

Council is asked to approve an Agreement for Engineering Services for Hydraulic Model Recalibration and CIP Development to Support the Capacity Assurance Program, for work associated with re-calibrating the hydraulic model and developing hydraulic improvement projects. Award to Hazen and Sawyer in an amount not to exceed a cumulative budgeted amount of $791,381 for fiscal year 2018/2019. We request Council's approval for the execution of the final contractual agreements, subsequent task orders, and option to extend services to the extent of the relevant fiscal year's Council approved budgeted amount, in a form to be approved by the City's Attorney's Office with final approval by the City Manager. The total anticipated amount for this project from fiscal year 2017/2018 through fiscal year 2019/2020 is $1,579,612. This firm is located in New York, NY with a branch office in Columbia, SC. *Funding Source: for FY18/19 is account 5511706-638305. This project is associated with Clean Water 2020.*

COLUMBIA

Everybody Counts, Everybody Contributes, Everybody Benefits

September 21, 2012

Re: Agreement for Engineering Services for Modeling & Evaluating the City's Sanitary Sewer System Piping & Pump Stations to Support a Capacity Assurance Program (CAP); SS685401

Mr. James N. Struve, P.E.
Vice President
Hazen & Sawyer
4944 Parkway Plaza Blvd., Suite 375
Charlotte, NC 28217

Dear Mr. Struve:

City Council, in regular session held September 21, 2012, has approved the subject Agreement with your firm. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Agreement. Please reference CIP SS685401 on all invoices submitted for work done under this Agreement.

If you have any questions, please let me know at 545-3237.

Yours very truly,

Shannon Lizewski

Shannon S. Lizewski
Contracts Administrator

Enclosure

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations (digital)
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering (digital)
Ms. Jan Alonso, Deputy Finance Director (digital)

Hazen&Sawyer.2012.SS685401.SewerModelCAP.ntp.ltr.doc/mmc

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 18th day of September, 2012, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Hazen and Sawyer, P.C., Columbia, South Carolina (hereinafter referred to as the "Engineer"), for Engineer to render certain services required for modeling and evaluating the City's sanitary sewer system piping and pump stations for the purpose of defining where system capacity deficiencies exist, planning projects, enhancing system operation and supporting a capacity assurance program; further known as CIP No. SS684501.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of work more fully described in Tasks 1 through 5 of Exhibit A, Scope of Services attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Special or Additional Services

Services considered Additional to the delineated Scope of Work described in Exhibit A, Scope of Work include, but are not limited to: Extensive field verification of existing collection system (i.e., gravity sewers and force mains) extents, Temporary flow monitoring and collection system survey for obtaining manhole rim and invert elevations.

Any other Special or Additional Services not specifically listed in Tasks 1 through 5, may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

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

III. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the Engineer has completed all services required by this Agreement and the total compensation provided for herein is reached or on June 30, 2014, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement in accordance with Exhibit C, Schedule.

V. Compensation

A. The Engineer's compensation under this Agreement for Tasks 1-5, shall not exceed One Million, Seven Hundred Sixty-One Thousand, Five Hundred Eight ($1,761,508.00) Dollars.

B. The Engineer's compensation under this Agreement for any Special or Additional Services shall be calculated on an hourly rate basis in accordance with Table 2, Hourly Billing Rates. The Engineer must obtain written approval from the City for any Special or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for Special or Additional Services performed.

C. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **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, and identify if the subcontractor is a Minority, Female or Small Business Enterprise.** Each invoice shall bear the signature of the Engineer, 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.

VI. Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 ($1,000,000.00) Dollars.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Permits and Licenses

A. No permits are required under this Agreement.

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

VIII. Duties Upon Termination

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

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this

Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

X. Ownership of Project Documents

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

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Hazen and Sawyer, P.C., 1320 Main Street, Suite 300, Columbia, South Carolina 29201.

XII. Miscellaneous

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

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Witness

HAZEN AND SAWYER, P.C.

By: _____

Title: SENIOR ASSOCIATE

Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

City Manager

RECOMMENDED BY: _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

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AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER, P.C.
FOR

WASTEWATER COLLECTION SYSTEM SEWER MODEL
AND
CAPACITY ASSURANCE PROGRAM
SS684501

EXHIBIT A

SCOPE OF SERVICES

Purpose – Wastewater Collection System Model and Capacity Assurance Program

The City of Columbia owns and operates a wastewater system in the central region of South Carolina. The City's system encompasses 7 major basins that include the Broad, Saluda, Gills Creek, Mill Creek, Rocky Branch, West Columbia, and Crane Creek basins. The City desires to model and evaluate their sanitary sewer system for all pipes 15-inches and larger and pump stations receiving flow from 15-inches or larger gravity sewer lines or discharging into force mains that are 15-inches or larger. It is the intent of the City to use this model to define where system capacity deficiencies exist, plan capital improvement projects, enhance system operation, and support their capacity assurance program.

Model development efforts are to be focused around major system infrastructure and trunk lines in the system which include all pipes 15-inches and larger and pump stations that are connected to or discharge to a force main that is 15-inches and larger. Meetings were held with City staff to determine the appropriate extents of the system to be modeled. The estimated length of model pipe, number of pipe segments, and pump stations is summarized as follows:

Length of Pipe	
Trunk Line	490,000
Force Main	59,000

Number of Pipe Segments	
Broad River Basin	110
Saluda Basin	250
Gills Creek Basin	160
Mill Creek Basin	170
Rocky Branch Basin	350
Crane Creek Basin	700
West Columbia Basin	80

Number of Pump Stations

Broad River Basin	1
Saluda Basin	1
Gills Creek Basin	1
Mill Creek Basin	1
Rocky Branch Basin	0
Crane Creek Basin	3
West Columbia Basin	1

The Capacity Assurance Program (CAP) is included in this scope of work. The CAP will be a necessary step after the model development to define the process by which the City will assure available system capacity. This program will outline the processes for evaluating and approving additional sewer flows as well as define when improvements are needed to maintain adequate capacity.

Services to be provided by Hazen and Sawyer (H&S) under this project include the following tasks:

Task 1 – Hydraulic Model Development
Task 2 – Capacity Analysis and CIP Development
Task 3 – Report Development
Task 4 – Develop CAP and CAP Management Tool
Task 5 – Collection System Mapping Improvements

General

Kickoff and Project Meetings – H&S will hold a kickoff meeting to review methodology for each task as well as to discuss project objectives and critical success factors. Monthly progress meeting will be help with the City and its Program Manager. Minutes of these meeting will be distributed after each meeting.

Project Schedule - H&S will develop a project schedule and provide monthly schedule updates. The schedule will show anticipated dates for technical memorandums, quarterly reports, draft and final reports, meetings and other key milestones.

Quarterly Reports – H&S will provide quarterly reports summarizing the work completed to support the Program Manager's EPA submittal. Reports shall also include anticipated activities for the next quarter. Quarterly summaries shall be due 30 days before the EPA submittal.

Technical Memorandums – H&S will develop technical memorandums at the following key milestones:

- Calculation of Existing Sewer Flows (Subtask 1.1)
- Hydraulic Model Development (Subtask 1.2)
- Model Calibration (Subtask 1.3)
- Evaluation Criteria (subtask 2.1)
- Proposed Flow Projection Methodology
- Existing System and Future Condition Hydraulic Analysis (subtasks 2.2 and 2.3)
- Capital improvements planning (subtask 2.4).

Memorandums will document the methodology, analysis, and results of each task.

Task 1 – Hydraulic Model Development

Subtask 1.1 Calculation of Existing Sewer Flows – H&S will review the temporary flow and rainfall data collected by Brown and Caldwell to characterize flow for the sewer system hydraulic model. Figure 1.1 shows the location of the rain gauge and meter locations. Brown and Caldwell installed and monitored 65 flow meters and 10 rain gauges that will be used from model calibration.

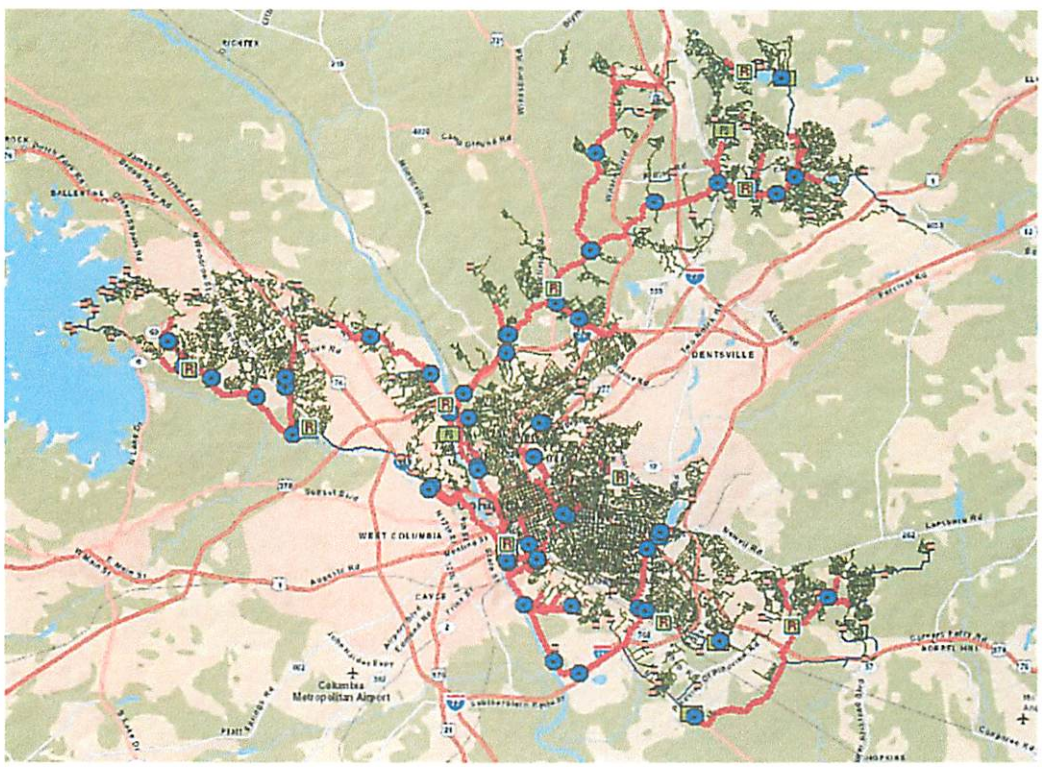

Figure 1.1 – Meter and Rain Gauge Locations

Flow meter data will be reviewed and summarized and utilized to identify sewer flows for the period of available record to develop trends. Current sewer flows will be calculated for average and peak dry weather flow conditions and observed peak wet weather flow conditions for the period observed by the temporary flow meters. An analysis of historical wastewater treatment plant flows and a correlation to observed flows will be made to determine if adjustments to observed flows to are needed to reflect design conditions.

Diurnal sewer flows will be developed from the temporary meter data collected for the system and assigned to the model based on the spatial coverage of that data and customer billing records provide by City. Customer billing records will also be used to assign point loading for the top 20 largest commercial and industrial customer flows in the model. The data will be used to calculate diurnal patterns that the model uses to adjust

flows for each hour in a day. The diurnal patterns will be entered into the model and assigned to the appropriate system locations based on the temporary flow metering data.

H&S will review the rain gauge locations for special distribution and rainfall variations to determine if supplements radar rainfall is needed for model calibration. An allowance of $20,000.00 has been included in the budget to purchase calibrated radar rainfall data if it is deem necessary for calibration.

H&S will analyze the temporary flow monitoring data in conjunction with the rainfall data to estimate the amount of I/I from each monitor tributary area. This analysis will be used to identify areas with high infiltration and inflow (I/I) contributions, as well as to develop I/I parameters for the hydraulic model.

H&S will develop estimates of percentage of population served for each sub-catchment for City's service area. The basis of this analysis will be Census population data, transportation analysis zones (TAZ) population data, census average residents per household, parcel data, water consumption records, and wastewater discharge records for significant, wet industries where available. An equivalent residential flow will be developed from the water consumption records and compared with the temporary meter data. This data will then be used to determine the equivalent population and will be used to help estimate the percent served. This will also be cross checked with the parcels served by the City in each of the modeled basins based on metered accounts.

An existing sewer flow technical memorandum (TM) will be compiled, documenting the findings of the sewer flow evaluation and unit flow rate development. The TM will be submitted to the City for review and concurrence.

Subtask 1.2 Hydraulic Model Development – H&S will develop the City's model using InfoWorks due to its stable and robust platform and H&S extensive experience in utilizing this software package. The model will be developed to the extents previously indicated. The geodatabase for the trunk sewers (15-inches and larger) populated by the other City consultants (Brown and Caldwell, W. K. Dickson, URS, and Florence and Hutcheson) performing the system inventory will be used as the basis for describing the physical properties of the model.

Once all of the relevant information has been incorporated into the model, the entire model shall be reviewed with the City to verify the accuracy of the model's physical properties such as pipe sizes; connectivity; rim and invert elevations; and, pump station connectivity and layout, and model boundary conditions such as the influent pump station at the Metro WWTP and its equalization storage. Changes will be made to the model based upon discussions with City Staff and available record information. To develop flow inputs for the model, sewer subbasins will be delineated, with each subbasin representing a load to a modeled manhole.

Based on information and input from the City, H&S will establish rules and conditions to operate facilities such as pumps, valves, and wetwells in the model. These rules and conditions will be reviewed with City Staff to verify the assumptions made.

A model development TM will be compiled, documenting the model development, pump station control schemes, and model simplifications. The TM will be submitted to the City for review and concurrence

Subtask 1.3 Model Calibration – H&S will develop a calibrated model of the existing conditions (i.e., population, I/I, and system configuration) based on available flow monitoring data provided by the City. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of flow parameters to match calculated and observed conditions. Adjustments include adjusting roughness values, I/I, and resolving connectivity and pipe slope issues. The model will be calibrated to meet accuracy standards established below. The New UK, Groundwater, RTK method, and other RDII modules within InfoWorks will be used as necessary in order to achieve the goals and meet the calibration and verification standards.

It is assumed that the model will be calibrated to a minimum of two wet-weather events and verified to a third event at each flow monitoring location from the flow monitoring and historical flow data as available. The model will be calibrated first for dry weather conditions and then to observed wet-weather events. The goals for model calibration (i.e.; agreement between modeled and observed conditions) will be for two out of every three events to meet:

- Dry-weather flow
  - Predicted peak flow should be within +/- 10% of the observed flow data
  - Predicted flow volume over a 24 hours should be within +/- 10% of observed

- Wet-weather flow
  - Predicted flow rates should be within +25% to -15% of the observed flow
  - Predicted volume of the wet-weather event should be within +20% to -10% of observed
  - Predicted surcharge depth in manholes should be within +1.5 to -0.3 feet of the observed depth
  - Predicted water surface elevations (i.e. non-surcharged conditions) within +/- 0.3 feet of observed

It is understood that the number of events used for calibration and verification may vary depending upon the number of observed events available in the flow record. Model calibration and verification will be documented as part of the project. In the event that portions of the model cannot be calibrated within these goals, the discrepancies will be noted and possible reason noted.

A comparison of pump station run times during calibration events will be made to determine if the pumps stations operations in the model reflect the station operations in the field.

A model calibration workshop will be held to confirm the results of the calibration with City Staff. Model predicted surcharging and overflows will be compared to staff 's field

observations. Colored maps of the pipe deficiencies during the calibration events will be developed and reviewed with the City.

A model calibration TM will be compiled, documenting the calibration process. A summary of flows to the modeled pump stations and to the WWTP during the calibration events will also be presented in the TM. The TM will be submitted to the City for review and concurrence prior to performing the capacity assessment analysis.

The City of Columbia will be required to develop and employ written procedures, protocols, and schedules to routinely perform:

- Calibrations of the Model to account for age-related and other changes to Sewer System hydraulics, and to obtain and manage updated data from physical field observations and measurements for this purpose;
- Verification of the Model's accuracy and performance; and
- Sensitivity analyses to determine how the Model responds to changes in input parameters and variables.

H&S will develop a brief description of each procedure above, provide the associated schedules, and identify the individual(s) with their qualifications that should be responsible for implementing the procedures and protocols.

Task 2 – Capacity Analysis and CIP Development

Subtask 2.1 Establish Evaluation Criteria – H&S will produce a TM summarizing criteria to be used in the evaluation of the collection system and design of proposed improvements. The criteria will be based on the latest governing regulatory requirements and any imposed City standards.

The criteria will include an appropriate design storm to be used for analysis of peak wet weather flow conditions. The selection of a design storm will be based on long-term rainfall intensity-duration-frequency records, which are available for the Columbia Metropolitan Airport rain gauge. The design storm(s) selected for the peak analysis will be of a 2-year historic rainfall event or series of events that may include a representative synthetic rainfall profile developed for the model. The design storm will be selected based on a review of historical data. The final selection of a design storms to be used for analysis will be coordinated with City Staff.

An evaluation criteria TM will be developed to document the standards for which the sanitary sewer system will be evaluated. The TM will be submitted to City Staff for review and concurrence prior to performing the capacity assessment analysis.

Subtask 2.2 Evaluate Existing Collection System Hydraulic Capacities – H&S will evaluate the collection system using the hydraulic model to determine its capacity to convey sewer flows under calculated peak flow conditions. The following model scenarios will be run and evaluated:

- Peak Dry Weather Flow

- Design Storm Peak Wet Weather Flow

Subtask 2.3 Evaluate Future Condition Collection System Hydraulic Capacities Evaluation – H&S will evaluate the collection system using the hydraulic model to determine its capacity to convey sewer flows under calculated peak flow conditions every 10-years for a 20-year planning period. The following model scenarios will be simulated and evaluated:

- 2020,2030, 2040, and build out Peak Dry Weather Flow
  2020, 2030, 2040, and build out Design Storm Peak Wet Weather Flow

Census and TAZ population will be reviewed and used as the basis for the future flow projections. Flow projections will also include expansions of the City's current service area based on the staff input to estimate flows now or in the future in areas beyond the current service area. County land use information will be used as a basis to estimate build out infill growth for future improvements.

Subtask 2.4 Capital Improvements Planning – Based on the results of the capacity assessment modeling, alternatives to eliminate system capacity issues will be reviewed with City Staff and vetted with the hydraulic sewer model. Development of the CIP will include projects to address observed, model confirmed, wet weather related SSOs. A planning level capital cost will be developed based on current values for construction for each of the recommended improvements. The improvement alternatives will then be planned based on the timing of the need and required capital cost.

Evaluation and selection of improvement alternatives should consider non-cost factors such as constructability and public acceptance. Non-cost factors shall be evaluated with input from the City.

CIP forms will be developed for recommended improvement that will include:

- Map of each recommended improvement project identifying the sewer segments, pump stations, and force mains included in the project
- Project description and capital cost presented in a manner to facilitate incorporation into the City's CIP process. Example: capital costs broken out into design and construction.

CIP will include phasing of the improvement alternatives where practicable. Phasing and prioritization will also consider the volume of observed or model predicted overflows.

Task 3 – Report Development

A report will be issued meeting requirements of the Consent Order (Model Development Report and Capacity Assessment). A separate, supplementary report documenting in more detail the methodology, analysis, results, and CIP will be developed for the City The model development and capacity assessment documentation will include the facility inventory, a

summary of the results, and other supporting documentation. Specific items that will be required in the Consent Order submittal will include:

- Identify the functional attributes, characteristics, and limitations specific to the Model's software as compared to other products evaluated by Columbia.
- Identify the date that the Model was deemed to be calibrated and functional.
- Identify all input and output parameters, constants, and assumed values used by the Model.
- Explain the bases for the input parameters used in each Subbasin to characterize baseline wastewater flows and I/I, the quality assurance procedures used in acquiring the input data, and the engineering bases for the selections of constants (e.g., friction factors) and assumed values.

In addition to the aforementioned information, the supplementary report will include the following:

- Executive Summary
- Colored maps of the existing facilities
- Colored maps of identified deficiencies
- Discussion of evaluation results
- Documentation of modeling information, methodologies, and assumptions used in the project
- Planning guide for capacity related projects
- Colored maps and CIP forms of proposed capacity related projects
- Other supporting documentation including previous TMs developed under this scope of work.

All deliverables will be submitted in hard copy as well as electronic format.

Subtask 3.1 Draft Report - At completion of the evaluation efforts and capital improvements planning, H&S will submit the draft reports to City Staff for review and comment.

Subtask 3.2 Final Report - Following City Staff review and comment of the draft reports, H&S will incorporate the comments, produce the final reportsw (including appendices) and submit printed and electronic copies to the City. In addition, H&S will provide a CD with the report in PDF format with each section in a separate file, including figures and tables. The appendices will also be provided in PDF format. The report document will include a copy of the sewer system hydraulic model on CD.

Task 4 – Develop CAP and CAP Management Tool

Subtask 4.1 Develop Capacity Assurance Program (CAP) Plan Document – H&S will develop a CAP Plan for the City's review and approval. The initial Plan will be submitted to the United States Environmental Protection Agency (USEPA) for review. Hazen and Sawyer will incorporate appropriate changes into the document prior to final

submission to the City and USEPA. The document will be provided with sufficient detail to develop the program yet flexible enough to be implementable. The document will include:

- Program Description
- Capacity Certification Procedures for collection system components evaluation and trunk line conveyance evaluations
- Corrective Action Measures and Credits accounting procedures
- Implementation Plan

Subtask 4.2 Development of the CAP Management Tool (Hazen-CAP) – H&S will provide the City with a tool that will enable their personnel to accomplish their capacity review tasks. Hazen-CAP will also keep track of historical approved flows throughout the system and update to/from model flows to maintain updated system flows and model. This approach will provide the City with a scientific and engineering basis for regulatory compliance.

Functionality of Hazen-CAP will include:

- Demonstrate CAP compliance.
- Capacity request tracking by developer, zone, and other geographical units.
- Maintain a history of permitted flows for all critical pipe segments.
- Import and use the accepted / calibrated model for the system to identify both current system flows and ultimate system flow capacities.
- Export data in required format for updating the modeled flows based on new permitted flows.

Hazen-CAP will be a web-based client /server database application (the Application). Key functional requirements of the Application include:

- Web-based graphical user interface (GUI) deployed on the City's intranet or the internet.
- User login management to control access to the application and track user actions (e.g., save the username with a new permit application to indicate the user working on the request).
- Search and view Capacity Review / Permit Applications. This will include some commonly used views based on attributes and the ability to search the applications based on a user-specified criteria.
- Create capacity analysis scenarios (synonymous with Reviews / Runs) to analyze the effect of adding flows (in addition to permitted flows) to the overall capacity of the system.
- Ability to add flows to one or more manholes for a given scenario.
- Perform capacity analysis calculations for each pipeline segment / manhole from the farthest manhole with additional flow to the treatment plant, including all the pump stations along the way.
- Save inputs and outputs of the capacity analysis in a database for future reference.

- Approve, reject, or save without action for Capacity Review Applications.
- Export projected/ permitted flow data for incorporation in to the system hydraulic model.
- Import relevant data from the system hydraulic model outputs.

Task 5 – Collection System Mapping Improvements

As previously stipulated under Task 1, H&S will obtain the geodatabase populated by the other City consultants performing the system inventory for the City. This geodatabase will be used as the basis for developing updates to the City's sewer system mapping for gravity pipes between 8-inches and 15-inches. H&S will collect any outstanding physical survey data from the City at the time when the City turns the geodatabase over to H&S. The survey data will then be used to update the physical system attributes (e.g., manholes and gravity lines). The survey data will be kept in the system mapping as verified facilities and City record drawings will be used to fill in the missing data.

An initial meeting will be held with City Engineering Staff to gain an understating where mapping discrepancies exist. A second meeting will be held with City Collection System Operations Staff to review system mapping to further define where discrepancies exist and to identify priority areas to begin the sewer system map corrections. These priority areas will be updated using record information to correct system mapping back to verified facilities. H&S will notify the City of unresolvable mapping discrepancies based on the record drawing review. In addition, the source of the information will be flagged within the database. Where available, the following information will be populated within the GIS database with the mapping updates:

Manhole
Rim elevation
Bottom elevation
Diameter
Date of Record Drawing
City File Number

Pipe
Invert elevation
Material
Diameter
Date of Record Drawing
City File Number

Additional Services, Not Part of Scope of Work

Services that would be in addition to the previously delineated Scope of Work include:

- Extensive field verification of existing collection system (i.e., gravity sewers and force mains) extents. An allowance of $60,000.00 has been included in the budget for various minimal field verifications associate with system mapping improvements.
- Temporary flow monitoring.
- Collection system survey for obtaining manhole rim and invert elevations.

City Responsibilities

The City shall provide H&S and/or participate with H&S in the following:

- Participate in the kick-off meeting and progress meetings
- Provide needed information for model development and calibration
- Participate in the model review meeting
- Provide temporary flow meter data for the collection system
- Provide rainfall data for the City service area
- Provide access to all City record drawing information
- Provide access to completed manhole surveys by the City and its consultants
- Provide access to completed SSES work and any post rehabilitation flow monitoring
- Field verification of unresolved mapping discrepancies

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF COLUMBIA, SC AND HAZEN AND SAWYER, P.C. FOR WASTEWATER COLLECTION SYSTEM SEWER MODEL AND CAPACITY ASSURANCE PROGRAM

EXHIBIT B

BASIS OF COMPENSATION

I. BASIS OF COMPENSATION

The work to be performed the Wastewater Collection System Sewer Model as previously delineated in Exhibit 1 – Scope of Services, will be billed on either a lump sum or a not-to-exceed cost ceiling basis classification. Table 1 provides a fee summary by subtask for each project. Table 2 summarizes the agreed upon 2012 hourly rates by employee classification. At the discretion of the City, funds can be transferred from one task to another without an amendment to increase individual subtask cost ceilings as long as the total task cost ceiling is not exceeded. An amendment will be required to increase the total task cost ceiling.

Project expenses for travel and reproduction are estimated and will be billed as a percentage of completion each month. Subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10.

II. COMPENSATION SCHEDULE

Table 1 summarizes the estimated cost for each project.

Table 1
Fee Summary

Project 2: Wastewater Collection System Model

Task 1 - Hydraulic Model Development

Subtask	Subtask Description	Lump Sum	Cost Ceiling	Total
1.1	Calculation of Existing Sewer Flows	$105,730	$0	$105,730
1.2	Hydraulic Model Development	$129,108	$0	$107,590
1.3	Model Calibration	$424,740	$0	$424,740
1.4	Expenses	$2,500	$0	$2,500
1.5	Calibrated Radar Rainfall Data		$20,000	$20,000
	Subtotal	$640,560	$20,000	$682,078

Task 2 - Capacity Analysis and CIP Development

Subtask	Subtask Description	Lump Sum	Cost Ceiling	Total
2.1	Establish Evaluation Criteria	$30,320	$0	$30,320
2.2	Evaluate Existing System Capacity	$50,530	$0	$50,530
2.3	Evaluate Future System Capacity	$46,900	$0	$46,900
2.4	Capital Improvements Planning	$56,380	$0	$56,380
2.5	Expenses	$2,500	$0	$2,500
	Subtotal	$186,630	$0	$186,630

Task 3 - Report Development

Subtask	Subtask Description	Lump Sum	Cost Ceiling	Total
3.1	Prepare Draft Report	$48,920	$0	$48,920
3.2	Prepare Final Report	$26,020	$0	$26,020
3.3	Expenses	$2,500	$0	$2,500
	Subtotal	$77,440	$0	$77,440

Task 4 - Develop CAP and CAP Management Tool

Subtask	Subtask Description	Lump Sum	Cost Ceiling	Total
4.1	CAP Document Development	$241,920	$0	$267,040
4.2	CAP Management Tool	$243,300	$0	$243,300
4.3	Expenses	$10,000	$0	$10,000
	Subtotal	$495,220	$0	$520,340

Task 5 - Collection System Mapping Improvements

Subtask	Subtask Description	Lump Sum	Cost Ceiling	Total
5.1	Mapping Improvements	$0	$241,520	$242,520
5.2	Field Verification	$0	$60,000	$50,000
5.3	Expenses	$0	$2,500	$2,500
	Subtotal	$0	$302,520	$295,020
	Project Total	**$1,402,350**	**$322,520**	**$1,761,508**

III. HOURLY RATE SCHEDULE

Hazen and Sawyer shall be allowed to adjust employee hourly rates on annual basis starting in July 2013. Adjustments shall not exceed 3% per year. H&S will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 2
Hazen and Sawyer
2012 Hourly Billing Rates

Employee Classification	2012 Billing Rates
Vice President	$197.00
Senior Associate	$175.00
Associate	$152.00
Senior Principal Engineer	$139.00
Principal Engineer	$ 119.00
Engineer	$110.00
Assistant Engineer	$98.00
Senior Principal Designer	$127.00
Principal Designer	$106.00
GIS Specialist	$98.00
Designer	$85.00
Administrative	$60.00
Intern	$25.00

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER, P.C.
FOR
WASTEWATER COLLECTION SYSTEM SEWER MODEL
AND
CAPACITY ASSURANCE PROGRAM

EXHIBIT C

SCHEDULE

Tentative schedules have been estimated for both projects as summarized below.

Wastewater Collection System Sewer Model

Task Description	Estimated Time Frame
Develop Hydraulic Model	12 months
Conduct Capacity Analysis & Develop CIP	4 months
Complete Report	4 months
Develop CAP and CAP Management Tool	6 months
Collection System Map Improvements	18 months*

*concurrent with other task efforts

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF COLUMBIA, SC
AND HAZEN AND SAWYER, P.C.
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WASTEWATER COLLECTION SYSTEM SEWER MODEL
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EXHIBIT D
SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Chao and Associates, Inc. 7 Clusters Ct Columbia, SC 29210	Jimmy Chao, P.E. (803) 772-8420	MBE	Surveying	$60,000

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Project SS7464; Sewer System Evaluation Survey and Sewer Rehabilitation Implementation at Crane Creek 02 and 04, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of $1,628,900.00. This firm is located in Columbia, SC.**

PURPOSE: **This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. The Mentor will provide guidance regarding formatting, organization and the review of field inspection data. The Mentor and Protégé will also be responsible for QA/QC, review of rehabilitation plans, and data management services at 52% ($849,285.00) of the contract value. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (Woman) of Irmo, SC is the Protégé and will provide manhole survey, manhole assessment and certification program, data management, and construction inspection services at 20.1% ($327,500.00) of the contract value.**

The following sub-consultants will provide additional services: Bio-Nomic Services, Inc., a Minority Business Enterprise (Woman) of Charlotte, NC will provide closed circuit television, zoom camera, dye water testing, and PACP services at 19.1% ($311,300) of the contract value.

Frazier Engineering P.A., of Stanley, NC will provide manhole scans and smoke testing at 5.4% ($88,000) of the contract value.

Vaughn & Melton of North Charleston, SC will provide manhole survey services at 3.2% ($52,815) of the contract value.

REQUISITION NO.: **R192222**

FINANCIAL IMPACT: **Funding Source: 5529999-SS746401-658650 Water & Sewer Capital Projects – Crane Creek 01 and 04 SSES - Capital Project Costs. The original budgeted amount is $1,628,900.00.**

ORIGINAL BUDGET: **$1,628,900.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

The above referenced Agreement is to compensate Consultant for providing technical engineering support to the City for a Sewer System Evaluation Study (SSES) of a portion of the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) in a portion of the Crane Creek 02 and 04 Sub-Basins and construction services for the oversight of rehabilitation work for the annual rehabilitation contracts for pipelines and manholes. The services being provided will encompass the following:

Task 1.0 - Project Management and Administration during Assessment, Design and Construction Administration

Task 2.0 - Data Management

Task 3.0 - Sewer Assessment

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 5.0 - Rehabilitation Implementation

Task 6.1 - General Services During Construction

Task 7.0 - Client Controlled Contingency for Additional Services

Services to be performed will impact City Council districts 1 and 2. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** HazenandSawyer.2018.CraneCreek02and04.SS7464.nj (PDF)
- #b: SS7464_CC02_SSES map (PDF)

- #c: SS7464_CC04_SSES map (PDF)
- #d: Signed Receipt of Consent Decree (PDF)

HISTORY:

09/04/18	**Columbia City Council**	**DEFERRED**

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ005-16-17-NMJ Sewer System Evaluation Survey and Sewer Rehabilitation.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Hazen and Sawyer, (hereinafter referred to as the "Consultant"), to provide technical engineering support to the City for a Sewer System Evaluation Study (SSES) of a portion of the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) in a portion of the Crane Creek 02 and 04 Sub-Basins and construction services for the oversight of rehabilitation work for the annual rehabilitation contracts for pipelines and manholes.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

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

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for an initial term of three (3) years, or at such time total compensation provided for herein is reached, whichever is later.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million, Six Hundred Twenty-Eight Thousand, Nine Hundred Dollars and No/100 ($1,628,900.00).

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

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein.

The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____%
MBE	_____%
WBE	39.21 %
LSA	_____ %

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.1%.

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

VII. Indemnification and Insurance

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

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30)

days prior written notice, by certified mail, return receipt requested, has been given to the City.

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all

of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

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

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia,

1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Hazen and Sawyer, 1122 Lady Street, Suite 1230, Columbia SC 29201.

XIV. Consent Decree

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

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

XV. Miscellaneous

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

amendment signed by both the City and the Consultant .

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:** _____

Witness **Teresa Wilson, City Manager**

HAZEN AND SAWYER

Ronald L. Taylor/Sr. VP _____ **Date:** 7/30/18

Print: Name/Title **Signature**

Recommended by:

APPROVED AS TO FORM

Joseph D. Jaco, P.E., Director of Utility Operations

Legal Department City of Columbia, SC

Clint Shealy, P.E., Assistant City Manager for Columbia Water

Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

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Exhibits for SS7464

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Mentor Protégé Implementation Plan

Exhibit F - Invoicing Procedure

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7464
Crane Creek 02 and 04
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed by Hazen and Sawyer (CONSULTANT) as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

The project area is identified in **Figure 1 and Figure 2.** Pipes 15-inches in diameter and greater, and manholes connected to these pipes, will be assessed under a separate contract and are excluded from this Scope of Services. Consultant to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

The project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs.
This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as Exhibit E):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment, Design and Construction Administration

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

- Communicate with the CITY through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and 16 monthly progress meetings during the execution of Tasks 1 through 5 in accordance with the attached schedule in Exhibit C and will include a 30 Percent Design Review Meeting. The CONSULTANT will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the CONSULTANT will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent and 90 percent), the CONSULTANT will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the CITY

for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- For tasks 1 through 5, CONSULTANT shall submit and load to SharePoint a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For tasks 1 through 6, CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend one public meeting that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this Task will be finalized with the completion of Task 6.
- This scope assumes permissions to enter property are not required by the CONSULTANT. If necessary, the CONSULTANT will provide the CITY a list of addresses that will require permissions to enter property. The CITY will be responsible for obtaining any required permissions to enter properties.
- This scope assumes that existing City Easement Right-of-Ways have been maintained and are accessible to the necessary equipment required to perform this scope of work. If easements are not accessible the CONSULTANT will notify the CITY as soon as possible so that access can be coordinated. The CITY will be responsible for providing reasonable access to all facilities to be inspected.

Task 2.0 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)** – CONSULTANT to review and update existing GIS and provide updated information per specifications.

2. **Review of System Condition Information** – CONSULTANT will collect and review historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The CONSULTANT will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.

3. **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES Projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (30 percent, 90 percent, Final).

   CONSULTANT shall submit Smoke Testing, Dye Testing, CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework.

   OWNER to be provided with a final external hard drive by the CONSULTANT with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project.

   The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

CONSULTANT shall keep a digital log in either Excel or database format on SharePoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the CONSULTANT shall submit a full final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report.

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing of pipes within the project area less than 15-inches in diameter and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. CCTV inspection will be conducted on all CITY-owned pipes connecting to these manholes. Zoom camera inspections will be conducted with CITY approval when pipes cannot be CCTV inspected. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 503 manholes associated with pipes less than 15-inches in diameter, and 95,779 linear feet of sewer main less than 15-inches in diameter. The consultant and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications. It should be noted that sewer flow control and sewer cleaning are also required, as defined by the specifications.

1. **Gravity Sewer System Manhole Inspections** – Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections

also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 503 manholes in the project area. The condition of the manholes will be assessed and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the City Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of client controlled contingencies.

If a manhole is unable to be inspected via the manhole scanning device then a pole mounted camera inspection will be performed to MACP standards. This scope assumes that 30 manholes will require pole mounted camera inspections and the remaining 473 manholes can be inspected via manhole scanning device.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

All pipes in this project shall be CCTV inspected as discussed below in Task 3.0, Part 3. For pipes that cannot be CCTV inspected, preliminary inspections of the pipelines connected to the manholes may be performed using zoom camera technology. This scope assumes 10 zoom camera inspections will be required. City shall approve the proposed list of pipes to be zoom camera inspected before the field work occurs. Field crews will conduct an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be prioritized using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

a. satisfactory
b. needs cleaning/root treatment
c. needs further inspection
d. needs repair/rehabilitation

Detailed technical requirements for the zoom camera inspections are included the specification.

A manhole survey will be performed on each manhole to obtain several pieces of information including, but not limited to, **x,y** coordinates, rim elevation, manhole invert elevation, ground elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in the specifications.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the CITY in excel format, along with the reasoning, and loaded into SharePoint. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **Gravity Sewer System Smoke Testing -** Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers (95,779 linear feet) within the project area less than 15-inches in diameter. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

   All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

3. **Sanitary Sewer Television Inspection**- The CONSULTANT shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that all of the sewer lines (95,779 linear feet) will be CCTV inspected, with the exception of concrete pipes. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (9,578 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV. This scope includes water, debris removal and debris disposal as a part of the light cleaning of all pipes to be CCTV'd and up to 10 percent of the sewer lines for heavy cleaning. Additional heavy cleaning above 10 percent will need to be negotiated as part of the contingency amount included in Task 7.0.

   Manholes that could not be located, lines that seem to dead end, or other miscellaneous issues will be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the

smoke test alone. Non-toxic dye will be used to investigate specific potential interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in the specifications. All fields in the database shall be completed. This scope assumes 5 dye tests will be required and the cost of which is identified separately herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such was major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. The rating results shall be included in the 30 percent PDR and also submitted separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to line or replace all concrete pipes, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CONSULTANT shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer

lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The consultant shall create a list of all apparent active laterals found based on review of CCTV inspections, and shall field verify by visual inspection if a City cleanout is found on each lateral, creating a list of "Yes" or "No" on a "City Cleanout Found During Visual Inspection" field for each active lateral. A City cleanout exists and should be listed as "Yes" if one is found at the edge of the prescriptive easement, or edge of public right-of-way. Otherwise, it should be assumed that one does not exist and listed as "No".
The CONSULTANT shall identify utility conflicts that are found based on the inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

Marking of utilities is not included in the scope.

A meeting will be held with the CONSULTANT and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The CONSULTANT will finalize the ranking and prioritization based on comments received during the meeting and will also submit the information in excel format.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

In the two branches of Crane Creek 02 basin (see Figure 1), there have been numerous SSOs experienced in this area. The City has a desire to fix everything on these two branches. CONSULTANT to make rehabilitation method recommendations based on this intent. In the remaining Crane Creek 02 basin areas, CONSULTANT to recommend rehabilitation based on the factors listed above.

In the entire Crane Creek 04 basin, the intent of rehabilitation is inflow/infiltration reduction. For this basin CONSULTANT to make recommendations on how much pipe to rehabilitate in order to get the inflow/infiltration out of the basin.

The two branches of Crane Creek 02 basin are estimated to consist of 27,563 LF of pipe. The remaining Crane Creek 02 basin is estimated to consist of 20,927 LF of pipe. The entire Crane Creek 02 basin is estimated to consist of 256 manholes. The Crane Creek 04 basin is estimated to consist of 247 manholes and 47,289 LF of pipe.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocation
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The CONSULTANT will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the CONSULTANT shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The CONSULTANT shall also be responsible for preparing and updating in SharePoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis.

This scope assumes that the preparation of easement plats/documents is not required. This work can be added by amendment if required.

Task 4.3 - Preliminary Design Report

The CONSULTANT will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 -Background and Purpose

- Describes the study area, background, and project objectives

- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 -SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Summarizes the asset rating results
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provide a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The CONSULTANT will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the CONSULTANT shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

CONSULTANT shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into SharePoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the CONSULTANT will prepare the repair and rehabilitation contract Documents.

CONSULTANT will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for the rehabilitation of up to 100 percent of the Crane Creek 04 sewer (or approximately 47,289 feet) and associated laterals, and for up to 50

percent of the remaining area sewer in the project area (or approximately 24,245 feet) (or approximately 71,534 feet in total). It is assumed that 50 percent of the total manholes (or approximately 252 manholes in total) will be rehabilitated during construction between both the CC02 and CC04 basins. It is assumed that 100 percent of the total services will be rehabilitated during construction of the CC04 Basin and that 50 percent of the total services will be rehabilitated during construction of the CC02 Basin. The design drawings will be submitted as GIS based drawings. CONSULTANT will provide design, permitting, bidding, and general construction services. It is assumed that replacement and rehabilitation work for Crane Creek 02 and Crane Creek 04 will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Task 5.1 – Design Documents

CONSULTANT will be responsible for the submittal of 90 percent, draft Final (100%) and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets- The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one-inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the City. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The CONSULTANT will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications, additional Division 2 specifications, and Special Provisions Section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the CONSULTANT. CONSULTANT shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The CONSULTANT's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the technical reviews, design modifications shall be made by the CONSULTANT to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the CONSULTANT's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the CONSULTANT and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The CONSULTANT will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The CONSULTANT shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The CONSULTANT shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the CONSULTANT.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.1 – General Services During Construction

This scope assumes that up to 100 percent of the Crane Creek 04 sewer (or approximately 47,289 feet), and up to 50 percent of the remaining area sewer in the project area (or approximately 24,245 feet) within Basin Crane Creek 02 will be rehabilitated during construction (or approximately 71,534 feet in total). After award of the contract, CONSULTANT will assist the CITY with contract administration and provide full-time observation of the construction work, taking into account initial construction ramp-up time and concluding construction ramp-down time. It is anticipated that the construction period for the sewer rehabilitation project will be 16 months (450 days) for substantial completion and 30 days for final completion for a total construction duration of 480 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

The CONSULTANT shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the CITY's rehabilitation specifications.

The CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

Administration of Construction Contract

As part of general administration of the construction contract, the CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. The CONSULTANT will provide contract administration and general services required for the Project, including:

- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through the CONSULTANT. On behalf of the CITY, the CONSULTANT shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project and load all documents to SharePoint. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other

issues related to completion of the project. One pre-construction meeting and 15 monthly progress meetings for a total of 16 meetings are budgeted during the construction phase.

- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, important emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible in ensuring that all documents are loaded. CONSULTANT is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

- CONSULTANT shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. CONSULTANT shall check the Work Summary monthly against the pay items for that month for accuracy.

Site Visits and Observations by Engineer

The CONSULTANT shall provide site visits by the Engineer (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the CONSULTANT's visits, and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Shop Drawing Review

The CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. This task includes review of the pre-construction video performed by the Contractor

and advice to the CITY regarding Contractor's suggestions for additions or deletions of required work and confirmation of the selected rehabilitation method throughout the life of the project. The CONSULTANT will review cured-in-place liner design calculations provided by the Contractor.

Preparation of Design Clarifications

The CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

Quality Assurance Testing

The CONSULTANT will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. CONSULTANT is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the CONSULTANT will determine the amounts payable to Contractor on a monthly basis. The CONSULTANT will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

The CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/CONSULTANT or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the CONSULTANT. Upon receipt of a requested change order, the CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

Final Inspections

The CONSULTANT will conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The CONSULTANT will conduct one final inspection to determine if the work is acceptable, so that the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable. The CONSULTANT will observe the work of the Contractor to see that it has been completed in

substantial accordance with respect to the Drawings and Specifications prepared by the CONSULTANT. It is assumed that the CONSULTANT will review 100 percent of the post rehabilitation inspection videos provided by the Contractor. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the Contractor.

Final Completion

At the conclusion of the project, the CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the Contractor. Record drawings are the responsibility of the CONSULTANT and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

In addition to record drawings, CONSULTANT shall update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating. It is assumed that the Post-Rehabilitation Condition Rating shall be based on visual inspections observed during construction and post rehabilitation CCTV performed by the contractor and does not require additional CCTV, Manhole Scans or Manhole Pole Camera Inspections by the CONSULTANT.

Task 6.2 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall observe performance of the work of the Contractor based on the weeks and hours provided below. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant. Construction work will take time to ramp up at the beginning and slowly tamper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 64 week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 8: 40 hours per week
- Weeks 9 to 54: 48 hours per week
- Weeks 55 to 60: 40 hours per week
- Weeks 61 to 64: 16 hours per week

The total number of inspection hours for the construction duration is 2,736 hours. The hours estimated for Full Time Construction Inspection are based on one rehabilitation crew performing

the proposed work. This work will be based on an hourly rate and can be reduced based on actual hours required or added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
- Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

Interpretation of Contract Documents

- The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.

Records

- Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Reports

- Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.

Completion

- Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
- Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Task 7.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY. This task includes a total budget amount of $135,000.

The following table provides a unit price for field services in the event new manholes and/or sewer lines are identified during field investigation. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope, including project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping.

Service	Unit	Unit Price
Manhole Scan Inspection*	EA	$356.76
Manhole Pole Camera Inspection*	EA	$372.49
Smoke Testing	LF	$0.40
Dye Testing	EA	$1,012.00
CCTV	LF	$3.30
Zoom Camera Inspection	EA	$415.80

* Includes Survey

EXHIBIT E

SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7464
Crane Creek 02 and 04
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $1,628,900. This includes $650,800 of lump sum tasks, $543,200 of unit price tasks, $299,900 of hourly tasks, as well as $135,000 of client controlled contingency. Lump Sum, Unit Price, and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Lump Sum, Unit Price, or Hourly	Subconsultants	Total
1.0	Project Management and Administration during Assessment, Design and Construction Administration	Lump Sum	$0.00	$84,900
2.0	Data Management	Lump Sum	$201,200	$255,200
3.0	Sewer Assessment	Unit Price	$506,600	$543,200
4.0	Sewer Assessment Results and Preliminary Design Report	Lump Sum	$0.00	$116,000
5.0	Rehabiliation Implementation	Lump Sum	$0.00	$88,000
6.1	General Services During Construction	Lump Sum	$0.00	$106,700
6.2	Full Time Construction Inspection	Hourly	$19,000	$299,900
7.0	Client Controlled Contigency for Additional Services	TBD	TBD	$135,000
	Total of Contract		**$726,800**	**$1,628,900**
	% of Contract to Subconsultants		44.62%	(Minimum)
	% of Contract to Protégé		20.11%	(Minimum)

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

EXHIBIT C
SCHEDULE

City of Columbia
CIP # SS7464
Crane Creek 02 and 04
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

See Attachment to Exhibit C

Exhibit C

City of Columbia
CIP # SS7464 Crane Creek 02 and 04

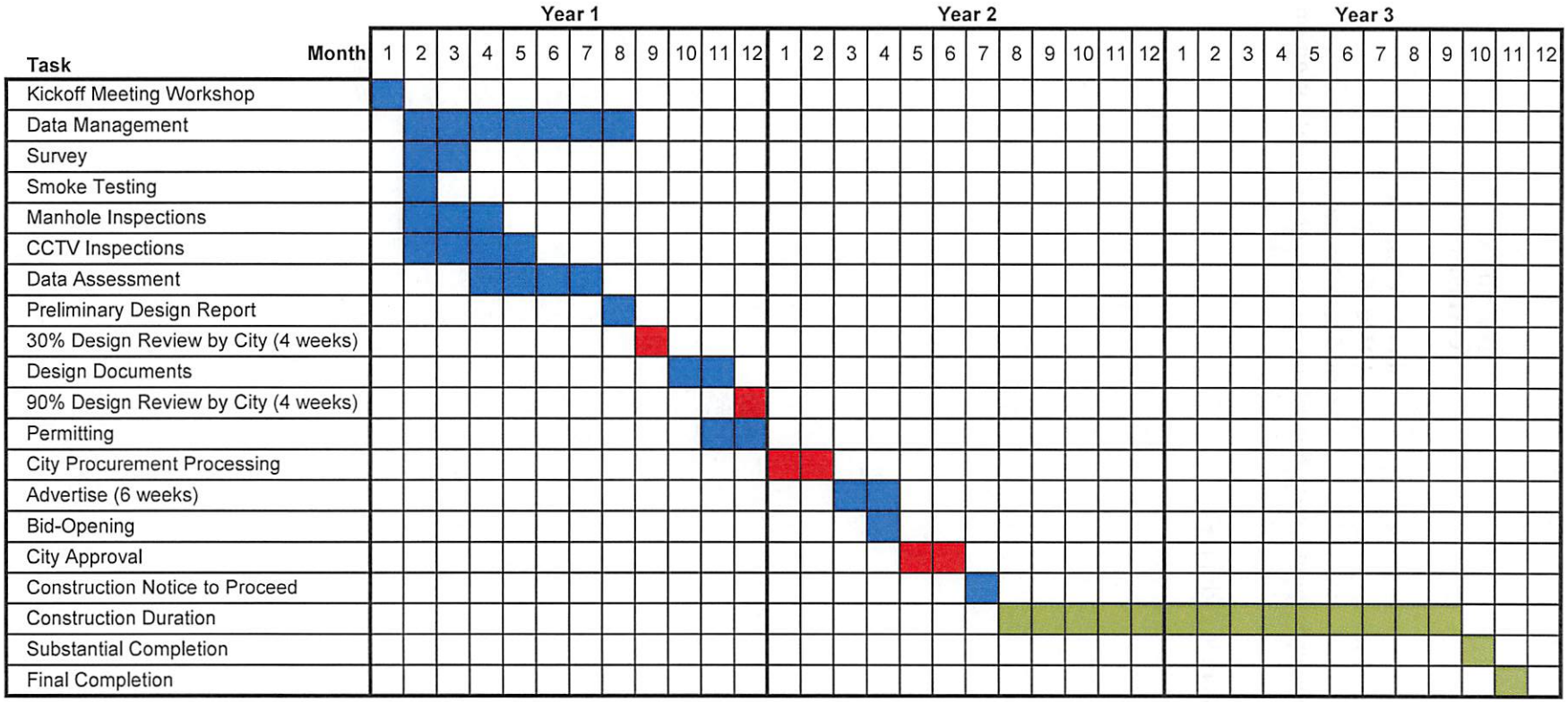

Exhibit D

City of Columbia
CIP # SS7464
Crane Creek 02 and 04
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Palmetto Consulting Engineering Group, Inc. **(PROTÉGÉ FIRM)**	Marguerite McClam 803.932.2300	WBE	Manhole Survey, MACP, Data Management, Construction Inspection Services	$327,500.00**
Bio-Nomic Services, Inc.	Buddy Anderson 704.529.0000	WBE	CCTV, Zoom Camera, Dye Water Testing, PACP	$311,300.00
Fraizer Engineering P.A.	Dan Anderson 704.822.8444	NON-MBE/WBE/SBE	Manhole Scans, Smoke Testing	$88,000.00
Vaughn & Melton	Randy Stepp 843.974.5650	NON-MBE/WBE/SBE	Manhole Survey	$52,815.00

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

** Fee includes Vaughn & Melton contract amount.

15.a

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

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MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 6-19-18

Project Number: SS7464

Mentor: Hazen and Sawyer

Project Name: "Crane Creek 02 & 04"

Protégé: Palmetto Consulting Eng. Group, Inc.

Duration of the Project: 2-year

Project Contract Amount: $1,628,900.00

Protégé Amount: $327,500.00

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

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

The mentor and protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The protégé will provide data management, qaqc review and assist with on-site compliance observation.

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

The mentor and protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future projects.

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

Performing this work by the protégé will expand the protégé's experience in SSES projects from a field inspection, data management and construction administration areas. The amount of qaqc required and speed of data integration will serves as a reflection of the teaming results.

15.a

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

Mentor:

Hazen: Troy Maciaszek, Bill Orne, Kevin Bair

Protégé:

Palmetto Consulting Engineering Group, Inc.: Marguerite McClam

Subcontractors:

See Number 11.

Special Arrangements:

None needed at this time.

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

a. Description of Mentor's responsibilities:

The Mentor will provide guidance as to how best to format, organize and review field inspection data.

b. Description of Protégé's responsibilities on project:

Review, Format and Integrate field inspection data. Provide construction observation services as required by a Registered Professional Engineer to assure quality and conformity with the Contract Documents. Provide periodic site visits by a Registered Professional Engineer to observe the work in progress and to make appropriate reports regarding completion, scheduling, and quality control.

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

QA/QC, review rehabilitation plans, data mangement.

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

The project is anticipated to last approximately 24 months.

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

Both the mentor and the protégé will abide by the terms of the contract.

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

The services provided by the protégé will be based on both lump sum and unit price and assessed on a case by case basis.

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

Monthly progress meeting will be held in the mentor's offices to assess the progress of all team members involved with the project.

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

The protégé will be paid based on monthly invoices submitted by the protégé. The protégé will receive payment within 30 days when payment is received from the City for service rendered.

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Bio-Nomic Services, Inc.	704.529.0000	516 Rountree Road Charlotte, NC 28217	Hazen and Sawyer	$311,300	WBE	19.11%
Frazier Engineering P.A.	704.822.8444	6592 Bob White Trl, Stanley, NC 28164	Hazen and Sawyer	$88,000		5.40%
Vaugn & Melton	843.974.5650	2154 N. Center St. N.Charleston, 29406	Palmetto Consult. Eng. Group Inc.	$52,815		3.24%

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

Protégé Contract Value: $327,500.00*

Percentage of Contract: 20.11%
(Minimum of 20% of total contract amount is required)

*Includes Vaughn & Melton Contract Amount

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Hazen and Sawyer, P.C. (Mentor Firm) this 18th day of June 2018.
Corporate SEAL

By: _____
Title: SENIOR ASSOCIATE

ATTEST:
By: _____
Title: ASSOCIATE

EXECUTED by Palmetto Consulting Eng. Grp. Inc. (Protégé Firm) this 13th day of June, 2018.
Corporate SEAL
By: A. Marquetta McClam
Title: President

ATTEST:
By: _____
Title: ASSOCIATE

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 19th day of June, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

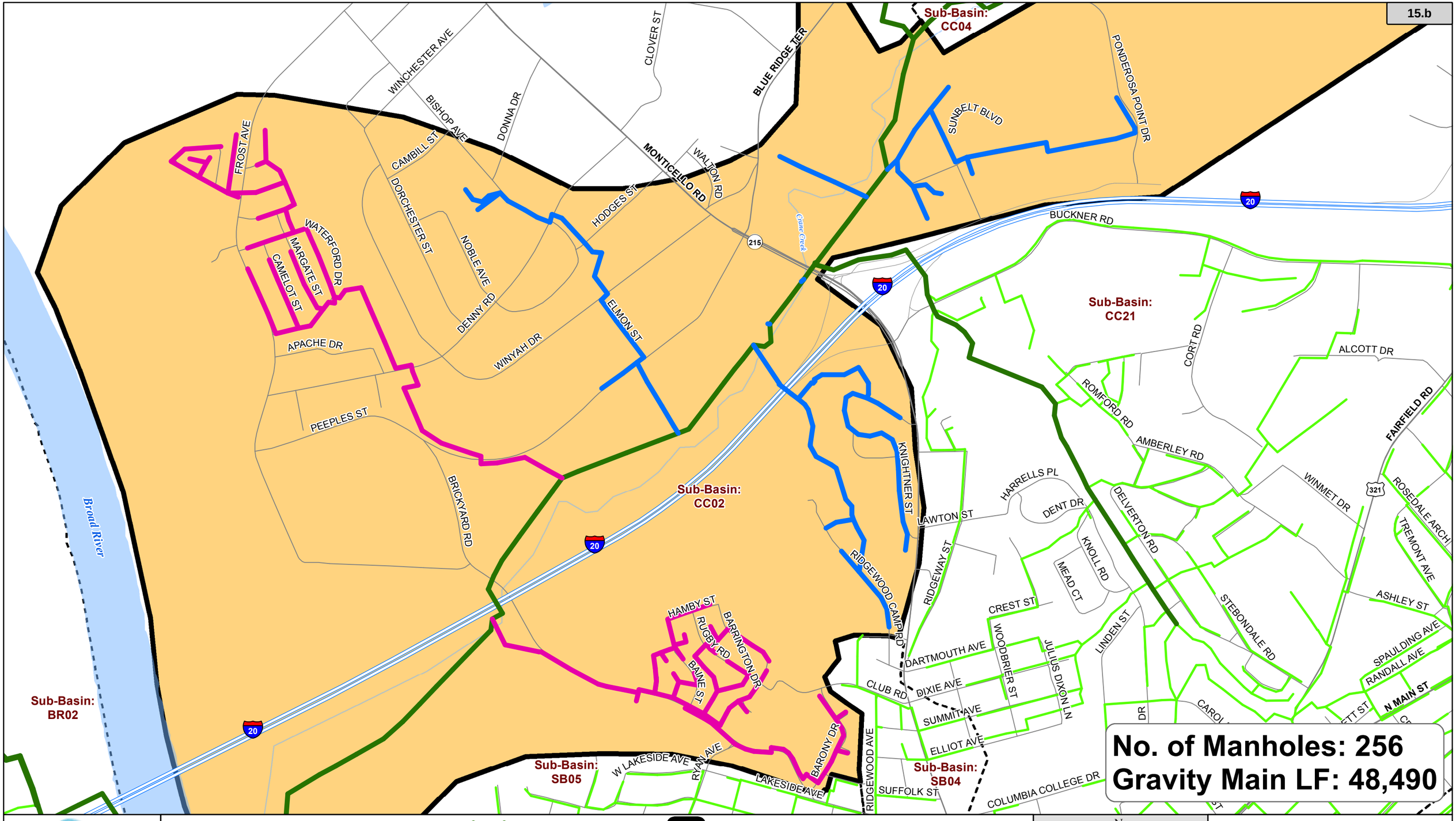
_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public



No. of Manholes: 256
Gravity Main LF: 48,490

Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
We Are Columbia

JBB: 3/02/2018
CW2020_Master\Production_Maps\ProjectLocation_Maps\CIP
\SS7464_CC02_04_SSES

- Gravity Main Requiring Rehab as Needed (20,927 LF)
- Gravity Main Requiring Full Rehab (27,563 LF)
- Gravity Trunk Main
- Gravity Main
- Crane Creek 02 Subbasin
- Subbasin Boundary

N

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

SS7464
CC02 SSES
Figure 1

Prepared For: Cle

HEYWARD BROCKINGTON RD
DAKOTA ST
CRANE CREEK DR
OVERLAND DR
ROCKYKNOLL DR
ROCKYMOUNT RD
ROCKYVIEW DR
CRANE CHURCH RD
FAIRFIELD RD
321
SADDLETRAIL RD
SADDLEFIELD RD
CALVARY DR
WALTER HILLS RD
PAYTON PL
CLUB HOUSE RD
LINCOLN PKWY
LINCOLNSHIRE BLVD
KINGS DOWN LN
LAKERIDGE PKWY
Crane Creek
LYDIA DR
SKYVIEW DR
HILLTOP DR
AARON DR
CARTY DR
WILMETTE RD
WHISPERING PINES RD
JODO DR
RED HILL RD
SHARPE RD
TALL TIMBER LN
OLD OAK DR
GREEN CEDAR DR
WOODCREST DR
MEADOWOOD DR
LINCOLN RD
WAKEFIELD RD
BEAVERBROOK
HATCHER DR
JEROME DR
OLD FAIRFIELD RD
FAIRFIELD RD

Sub-Basin: CC03

BIRCHWOOD DR
SWAN LN
WIDGEAN DR
PEACHWOOD DR
PELICAN DR
SEA GULL LN
BLUE RIDGE TER
FLAMINGO DR
SANDPIPER LN
LADD ST
ELLIS ST
ROBERSON ST
EASTOVER ST
JETER ST
BLAKELEY ST
ALLEN ST
HUTCHINSON ST
TOWNSEND ST
PINELAND DR
PINSON ST
BROOKS ST
RHEA ST
BOSTON ST
WAY ST
BON AIR DR
DARBY ST

Sub-Basin: CC04

Sub-Basin: CC05

Sub-Basin: CC06

Sub-Basin: CC02

No. of Manholes: 247
Gravity Main LF: 47,289

Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY OF COLUMBIA, S.C.
IGNITIA VIRTUTUM REGINA

We Are Columbia

JBB: 3/02/2018
CW2020_Master\Production_Maps\Project Location_Maps\CIP
\SSXXXX_CC02_04_SSES

Gravity Trunk Main
Gravity Main
Crane Creek 04 Subbasin
Subbasin Boundary

N

1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

SS7464
CC04 SSES
Figure 2

Prepared For: Cle

We Are Columbia

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

Acknowledgement of Receipt

Date: 8/1/18

Hazen and Sawyer.
1122 Lady Street, Suite 1230
Columbia, SC 29201

RE: Agreement between Hazen and Sawyer, and the City of Columbia for services to the Crane Creek 02 and 04 SSES and Sewer Rehabilitation Implementation project (5529999-SS7464-658650)

Dear Sir/Madam:

I hereby acknowledge the receipt of the document below from the City of Columbia:

The Consent Decree entered by the U.S. District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control* v. *City of Columbia*, Civil Action No. 3:13-2429-TLW.

Troy Maciaszek, PE

Signtaure of Recipient
PRINT

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-005 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a Portion of City-Owned Property Identified as 1900 Calhoun Street, Richland County TMS#11404-05-01 for Relocation of a Transmission Line for the Bull Street Development Project; CF#250-426**

PURPOSE: **First reading approval was given on September 4, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-005 SCE&G Easement 1900 Calhoun (Bull St Dev) (PDF)

HISTORY:

09/04/18	**Columbia City Council**	**APPROVED ON FIRST READING**

ORDINANCE NO.: 2018-005

Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a Portion of City-Owned Property Identified as 1900 Calhoun Street, Richland County TMS#11404-05-01 for Relocation of a Transmission Line for the Bull Street Development Project; CF#250-426

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement along the subject City-owned property for relocation of a transmission line for the Bull Street Development project; and,

WHEREAS, the plans for the new transmission line have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2018, for and in consideration of the sum of One and No/100 ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **SOUTH CAROLINA ELECTRIC & GAS COMPANY** for ingress, egress, installation and maintenance of street lights and appurtenances along the subject properties.

The referenced easement is shown on a drawing prepared for "Relocation of the Lyles-Uptown 115 kV; Lyles-Calhoun Street Section Crossing Property of the City of Columbia", sheet 1 of 1, dated December 9, 2015, last revised November 2, 2016, Project #PB - 09177 - 60304, and being on file in the office of the Department of Engineering under City file reference #250-426. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced
Final Reading

DRAFT

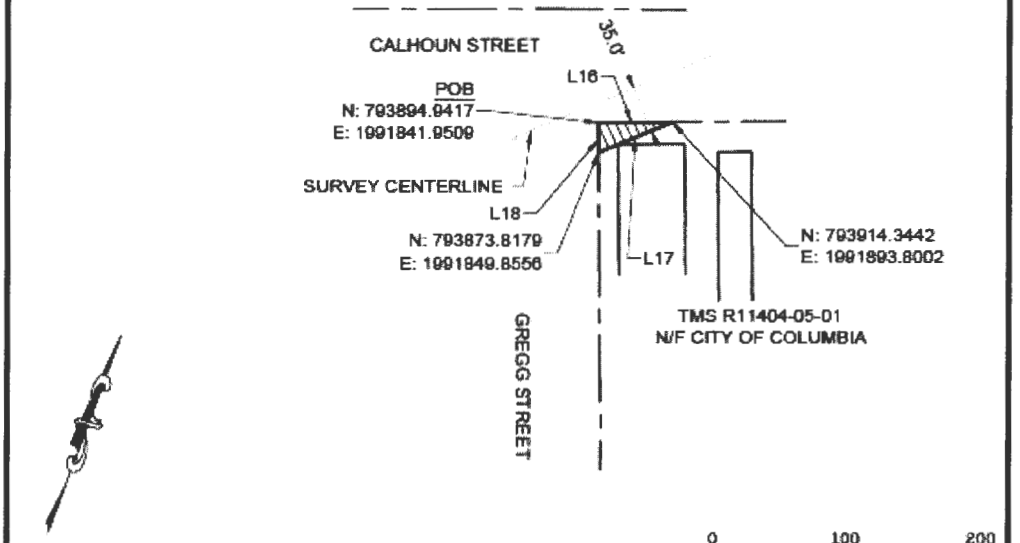
ORDINANCE NO.: 2018-005

SCE&G PROJECT# PB – 09177 - 60304

PROJECT NAME: RELOCATION OF TRANSMISSION LINE;
LYLES - UPTOWN 115 kV; CALHOUN STREET SECTION

EXHIBIT "A"

RICHLAND COUNTY
"EXHIBIT K"



REF. DWG. CP-21006

Line Table		
Line #	Direction	Length
L16	N69° 29' 01.23"E	55.361
L17	S47° 19' 02.15"W	59.779
L18	N20° 30' 58.77"W	22.554

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:
BEGINNING AT A POINT WHOSE NORTHING IS 793894.9417 AND WHOSE EASTING IS 1991841.9509;
THENCE BEARING N 69° 29' 01.23" E A DISTANCE OF 55.361 FEET;
THENCE BEARING S 47° 19' 02.15" W A DISTANCE OF 59.779 FEET;
THENCE BEARING N 20° 30' 58.77" W A DISTANCE OF 22.554 FEET
TO THE POINT OF BEGINNING.

NOTE:
THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON, AND OF THE EASEMENT AREA.
DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

SOUTH CAROLINA ELECTRIC & GAS CO.

FOR: LYLES - UPTOWN 115 kV; LYLES - CALHOUN STREET SECTION
DETAIL: CROSSING PROPERTY OF THE CITY OF COLUMBIA
TMS #R11404-05-01

DRAWN	DATE
JDH	12/9/15
APPROVED	DATE
CHT	12/9/15

DRAWING NUMBER: PROJECT | LINE NUMBER | SHEET NUMBER
PB - 09177 - 60304

SCALE: 1" = 100'	W.O. # CONST R/W	M. F. CODE	SURVEY JOB #

REVISION DATE	NUMBER
11-2-2016	0

FILE: PB-09177-60300_REV B.dwg

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

CF#250-426

Last revised: 2/13/2018
17070075

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-040 - Granting an encroachment to Sandra B. McGuckin and Lawrence Page McGuckin for installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad within the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS# 11312-13-11**

PURPOSE: **First reading approval was given on September 4, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-040 encroach 500 Congaree Avenue (McGuckin) (PDF)

HISTORY:

09/04/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-040

Granting an encroachment to Sandra B. McGuckin and Lawrence Page McGuckin for installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad within the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS# 11312-13-11

WHEREAS, Sandra B. McGuckin and Lawrence Page McGuckin (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS #11312-13-11 for the installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad measuring approximately twenty-one (21') feet in width eighteen (18') feet in length, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 2000 block of Wheat Street adjacent to 500 Congaree Avenue, Richland County TMS #11312-13-11 for the installation and maintenance of landscaping, an irrigation system and a pervious paver parking pad measuring approximately twenty-one (21') feet in width eighteen (18') feet in length, as shown on the attached drawing; and.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

LEGAL DEPARTMENT DRAFT

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-040

2000 BLOCK OF WHEAT STREET
ADJACENT TO 500 CONGAREE AVENUE
PARKING PAD, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to 2000 block of Wheat Street adjacent to the 500 Congaree Avenue, TMS#11312-13-11
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a pervious paver parking pad, landscaping and irrigation
Applicant:	Sandra B. and Lawrence Page McGuckin
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of a pervious paver parking pad measuring approximately twenty-one (21') feet in width eighteen (18') feet in width, landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) *Business signs are **NOT** permitted via an encroachment.* *An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.*

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; **or** mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 12-13-17 - Property Owner: Sandra B. & Lawrence Page McGuckin

Applicant's Name if different from Property Owner: Sandra McGuckin

Contact Information: Telephone Number: 803-429-3460 Fax Number: _____

Mailing address: 500 Congaree Ave., Columbia, SC 29205 E-mail address: Sandy.mcguckin@tcubes.com

Encroachment Location (Address): 500 Congaree Ave., Columbia, SC 29205 and the 2000 block of Wheat Street

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: 11312-13-11

==========

Encroachment type: ___Wall ___ Fence ___ Columns___ Steps___ Irrigation System___ Landscaping__X__ Driveway____ Pavers ____ Walkway/Side walk ____ Underground Utilities ____ other

If Other - specify: _____

Dimensions (height/width/length): 24' x 32' concrete driveway (widen existing drive)

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

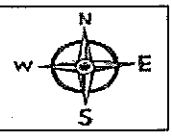
Construction material: Concrete

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

==========

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

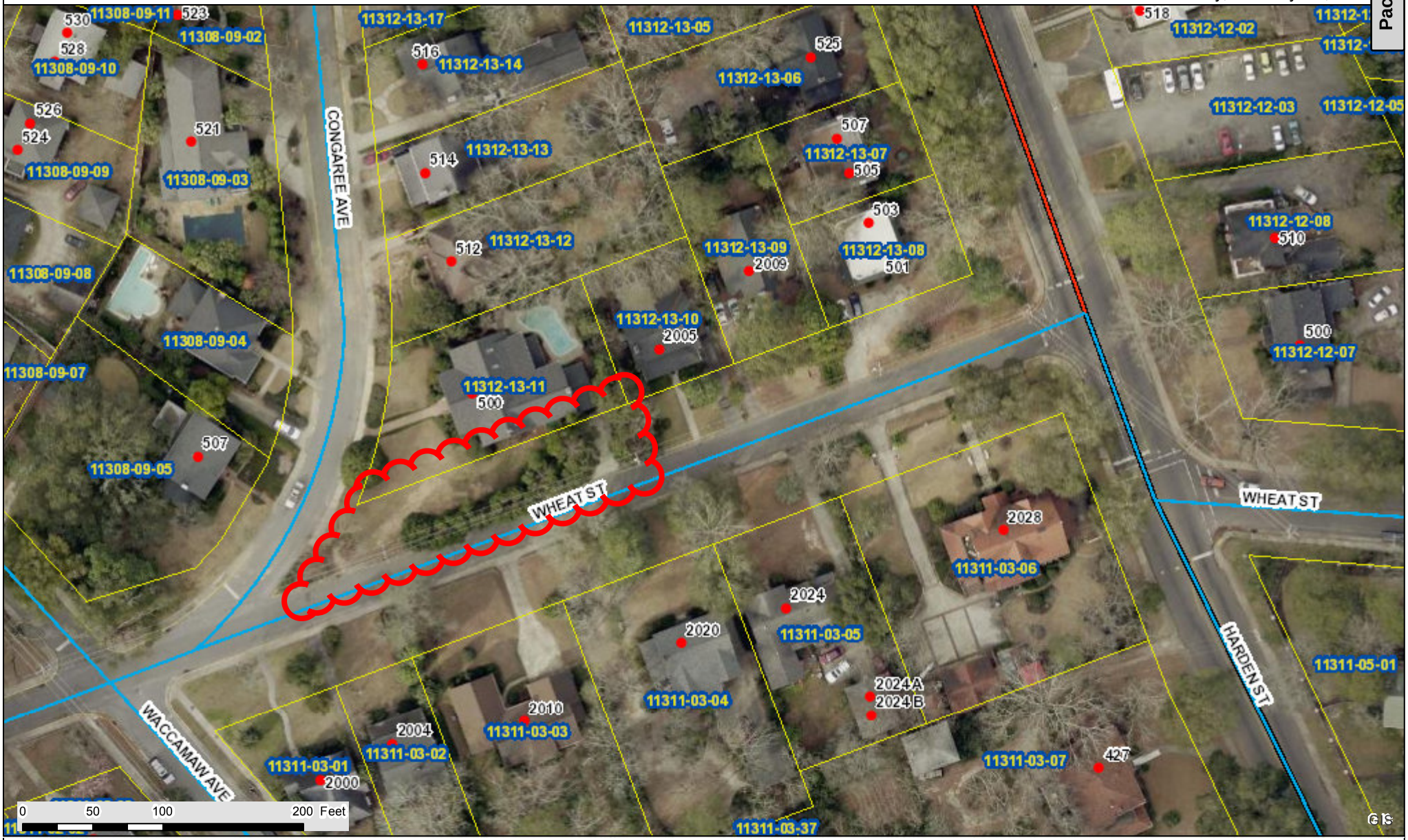
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

City of Columbia

500 Congaree Avenue - Driveway Encroachment

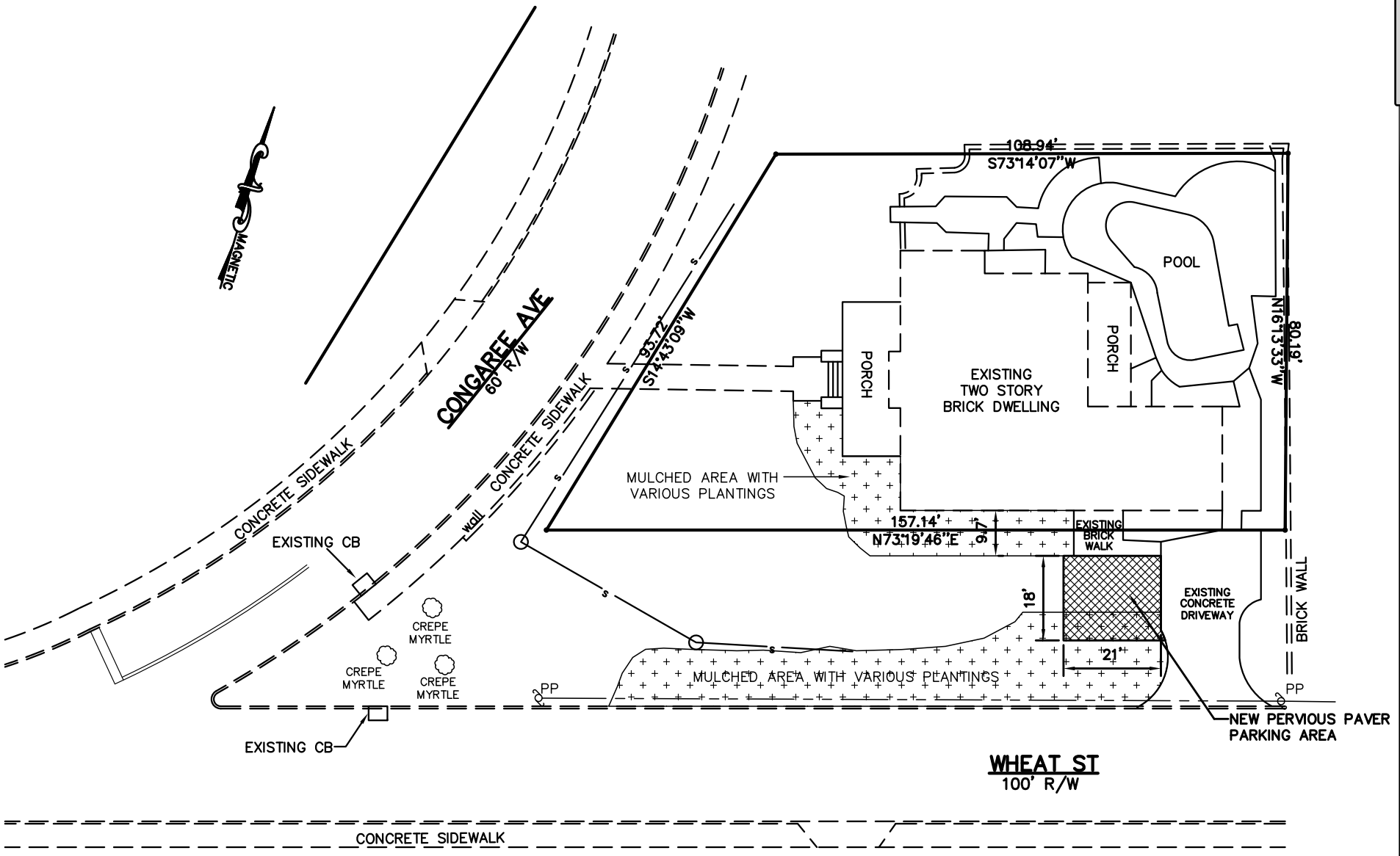
Tuesday, January 30, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia



Date: 5/15/18	Project No. 17173	500 CONGAREE AVE. CITY OF COLUMBIA SOUTH CAROLINA	PROPOSED DRIVEWAY WIDENING PLAN
Scale: 1"=30'	Drawing No. 1 OF 1		
Drawn by: TB	Checked by: TB		

HB Engineering
SITE DEVELOPMENT CONSULTANTS
720 OLD CHEROKEE ROAD
LEXINGTON, SOUTH CAROLINA 29072
803-957-7027 FAX 877-728-0808

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Council is asked to approve an Economic Development Grant Agreement for establishment of the CITY GRIT Workforce Development and Culinary Training Program, as requested by the Office of Economic Development. Award to Smallsugar, LLC in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.**

PURPOSE: **The program will provide culinary training and skills development for underprivileged and non-college bound youth in the City.**

FINANCIAL IMPACT: **Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is $50,000.00.**

ORIGINAL BUDGET: **$50,000**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** Smallsugar Agreement with LEGAL stamp (PDF)

HISTORY:

09/04/18	**Columbia City Council**	**DEFERRED**

GRANT AGREEMENT

among

CITY OF COLUMBIA, SOUTH CAROLINA

and

SMALLSUGAR, LLC

SEPTEMBER 4, 2018

GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement"), effective as of September 4, 2018 ("Effective Date"), between City of Columbia, South Carolina, a body politic and corporate ("City") and Smallsugar, LLC, a South Carolina limited liability company ("Company," and with City, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended ("Act"), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (i) induce enterprises to locate in the City and (ii) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to establish the CITY GRIT Workforce Development and Culinary Training Program to provide culinary training and skills development for underprivileged and non-college bound youth in the City ("Program");

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I
ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

"*Administration Expenses*" means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the City (i) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

"*Certification Date*" means the date set forth on **Exhibit A** by which the Company shall achieve the Commitment.

"*Cessation of Operations*" means a publicly announced termination of the Program, failure to enroll students in the Program once the Program has commenced, or a substantial reduction in the number of students enrolled in the Program for a period of twelve (12) months.

"*City Council*" means the City of Columbia City Council, the governing body of the City.

"*Commitment*" means the commitment made by the Company to enroll students in the Program as more particularly described on **Exhibit A.**

"*Costs*" means all costs incurred by or on behalf of the Company to provide furniture, fixtures, and equipment for the Program, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Program as may be approved in writing by the City.

"*Grant*" means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

"*Term*" means the period from the effective date of this Agreement until the Termination Date.

"*Termination Date*" means, unless earlier terminated pursuant to the provisions of this Agreement, the date on which all payment obligations by either Party are paid in full.

ARTICLE II
REPRESENTATIONS

Section 2.1. ***Representations by the City.*** The City represents to the Company as follows:

(a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and

(e) Based on representations made by the Company to the City, the City has determined the Program will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. ***Representations by the Company.*** The Company represents to the City as follows:

(a) The Company, a South Carolina limited liability company, has the power to conduct the Program in the State of South Carolina and enter into this Agreement;

(b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2018, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by **Exhibit D**; and

(e) The Company represents and warrants that it will use the City's grant funds only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached **Exhibit A** qualify as a valid public purpose.

ARTICLE III
COMMITMENT; GRANT

Section 3.1. ***Commitment.***

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Program's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Program within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement.

Section 3.2. ***Grant.*** To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. ***Claw Back.*** If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the City's grant funds for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in **Exhibit C**. Any amount that may be due from the Company to the City as calculated in accordance with or described in **Exhibit C** is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and **Exhibit C** survives termination of this Agreement.

ARTICLE IV
DEFAULT

Section 4.1. ***Events of Default.*** The following are "Events of Default" under Agreement:

(a) Failure to timely pay any amount due under this Agreement;

(b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;

(c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. ***Remedies on Default.***

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

(i) terminate this Grant Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. ***Reimbursement of Legal Fees and Other Expenses.*** If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. ***Remedies Not Exclusive.*** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. ***Nonwaiver.*** No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. ***Termination by the City.*** The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V
PARTICULAR RIGHTS AND COVENANTS

Section 5.1. ***Confidentiality.*** The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "Confidential Information." Except as required by law, the City, or any employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required

to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. ***Indemnification.***

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. ***No Liability of City Personnel.*** All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. ***Limitation of Liability.*** The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. ***Administration Expenses.*** The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed $5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. ***No City Sponsorship.*** This grant shall not be construed as sponsorship of any event or Program of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI
MISCELLANEOUS

Section 6.1. ***Notices.*** Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY:
City of Columbia, South Carolina
Attn: Office of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700

WITH A COPY TO:
(does not constitute notice)
Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esquire
1221 Main Street, Suite 1100
Columbia, South Carolina 29205
Phone: 803.255.8000
Fax: 803.255.8017

AS TO THE COMPANY:
Smallsugar, LLC
Attn: Aaron Hoskins
615 Chimney Hill Road
Columbia, SC 29209
Phone: 804.767.0148
Fax: 803.256.7500

WITH A COPY TO:
Nelson Mullins Riley and Scarborough LLP
Attn: Cory Manning
Meridian Building, 17th Floor, Main Street
Columbia, SC 29201
Phone: 803.255.5524
Fax: 803.256.7500

Section 6.2. Section 6.2. ***Binding Effect.*** This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. ***Counterparts.*** This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. ***Governing Law.*** This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. ***Amendments.*** The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. ***Assignment.*** The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. ***Further Assurance.*** From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. ***Severability.*** If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Program in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the day and year first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
City Manager

(SEAL)
ATTEST:

_____
Clerk to City Council

APPROVED AS TO FORM

Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Smallsugar, LLC

By:
Its:

Exhibit A

Description of Commitment

Not later than December 31, 2021 ("Certification Date"), the Company commits to enrolling and successfully graduating 60 students from the Program. Upon written request of the Company, the City and the Company may agree to extend the Certification Date to December 31, 2022.

Exhibit B

Description of Grant

The City shall provide a $50,000 Grant to the Company, payable in two installments of $25,000. The first installment of the Grant is payable to the Company within ten (10) business days of the Effective Date or upon completion of a successful credit check, whichever occurs later. The second installment of the Grant is payable to the Company upon it providing written certification and supporting documentation to the City, in form and substance acceptable to the City, in its sole discretion, that the Company has received financial commitments from other investors for at least $52,000.

Exhibit C

Description of Claw Back

[Note: Would not apply in the reimbursement scenario.]

The portion of the Grant to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = Number of Students Graduated from Program / Commitment

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received $50,000 in Grant proceeds, and 56 total students graduated from the Program by the Certification Date, the Repayment Amount would be calculated as follows:

Commitment Achievement – 48/60 = 80%

Clawback Percentage – 100% - 80% = 20%

Repayment Amount = $50,000 x 20% = $10,000

Exhibit D

Description of Reporting Information

On or before December 31 of each year, the Company is required to report (i) the number of students currently enrolled in the Program, and (ii) the total number of students enrolled in the Program to date.

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of funding the acquisition of furniture, fixtures and equipment for the Program.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Council is asked to approve an Economic Development Grant Agreement for the Establishment of an Advanced Technology Delivery Center, as requested by the Office of Economic Development. Award to Capgemini US, LLC in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source: ED Special Allocation 5511301-638508 - The original budgeted amount is $50,000.00.**

ORIGINAL BUDGET: **$50,000**

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** Capgemini Agreement with LEGAL stamp (PDF)

HISTORY:

09/04/18	**Columbia City Council**	**DEFERRED**

GRANT AGREEMENT

between

CITY OF COLUMBIA, SOUTH CAROLINA

and

CAPGEMINI US LLC

SEPTEMBER 4, 2018

GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement"), effective as of September 4, 2018 ("Effective Date"), between City of Columbia, South Carolina, a body politic and corporate ("City") and Capgemini US LLC, a Delaware corporation ("Company," and with City, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended ("Act"), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (i) induce enterprises to locate in the City and (ii) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to establish a shared services center ("Project") in the City;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I
ADDITIONAL DEFINITIONS

The defined terms used in this Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Administration Expenses*" means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the City (i) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

"*Certification Date*" means the date set forth on **Exhibit A** by which the Company shall achieve the Commitment.

"*Cessation of Operations*" means a publicly announced closure of the Project, a layoff of a majority of the employees working at the Project, or a substantial reduction in production that continues for a period of twelve (12) months.

"*City Council*" means the City of Columbia City Council, the governing body of the City.

"Commitment" means the investment and jobs commitments made by the Company in connection with the Project as more particularly described on **Exhibit A**.

"Costs" means all costs incurred by or on behalf of the Company to purchase and install furniture, fixtures, and equipment at the Project, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

"*Grant*" means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

"*Term*" means the period from the Effective Date until the Termination Date.

"Termination Date" means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II
REPRESENTATIONS

Section 2.1. ***Representations by the City.*** The City represents to the Company as follows:

(a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and

(e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. ***Representations by the Company.*** The Company represents to the City as follows:

(a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve Commitment; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

(d) On or before January 31 of each year during the Term, commencing in January 31, 2019, the Company covenants to deliver to the City's Office of Economic Development, the information with respect to the Company required by **Exhibit D**.

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached **Exhibit A** qualify as a valid public purpose.

ARTICLE III
COMMITMENT; GRANT

Section 3.1. ***Commitment.***

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Project and the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company will no longer be entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. ***Grant.*** To assist in paying for Costs of the Project, the City shall provide the Grant to the Company.

Section 3.3. ***Claw Back.*** If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Project within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in **Exhibit C**. Any amount that may be due from the Company to the City as calculated in accordance with or described in **Exhibit C** is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and **Exhibit C** survives termination of this Agreement.

ARTICLE IV
DEFAULT

Section 4.1. ***Events of Default.*** The following are "Events of Default" under Agreement:

(a) Failure to timely pay any amount due under this Agreement;

(b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;

(c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. ***Remedies on Default.***

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

(i) terminate this Grant Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. ***Reimbursement of Legal Fees and Other Expenses.*** If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. ***Remedies Not Exclusive.*** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. ***Nonwaiver.*** No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. ***Termination by the City.*** The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V
PARTICULAR RIGHTS AND COVENANTS

Section 5.1. ***Confidentiality.*** The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("***Confidential Information***") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "***Confidential Information.***" Except as required by law, the City, or any employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required

to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. ***Indemnification.***

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. ***No Liability of City Personnel.*** All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. ***Limitation of Liability.*** The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. ***Administration Expenses.*** The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed $5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. ***No City Sponsorship.*** This grant shall not be construed as sponsorship of any event or project of the Grantee. The Grantee may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI
MISCELLANEOUS

Section 6.1. ***Notices.*** Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY:
City of Columbia, South Carolina
Attn: Office of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700

WITH A COPY TO:
(does not constitute notice)
Parker Poe Adams & Bernstein
Attn: Ray Jones
1221 Main Street, Suite 1100
Columbia, SC 29201
Phone: 803.253.8917
Fax: 803.255.8017

AS TO THE COMPANY:
Capgemini US LLC
Attn: Paul Naquin, Corporate Vice President
201 East John Carpenter Freeway, Suite 700
Irving, TX 75062
Phone: 972-556-7607
Fax: 972-556-7001

WITH A COPY TO:
James E. Smith, Jr., P.A.
Attn: James Smith
1422 Laurel Street
Columbia, SC 29201
Phone: 803.933.9800
Fax: 803.933.9801

Section 6.2. Section 6.3. ***Counterparts.*** This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. ***Governing Law.*** This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. ***Amendments.*** The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. ***Assignment.*** The Agreement may not be assigned by the Company to another entity

without the written permission of the City.

Section 6.7. ***Further Assurance.*** From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. ***Severability.*** If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the day and year first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
City Manager

(SEAL)
ATTEST:

_____
Clerk to City Council

APPROVED AS TO FORM
Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Capgemini US LLC

_____

By:
Its:

Exhibit A

Description of Commitment

Not later than December 31, 2021 ("Certification Date"), the Company commits to make a taxable investment in real and personal property at the Project of not less than $2,500,000 and to create not less than 200 full-time, or full-time equivalent, jobs in the City in connection with the Project.

Exhibit B

Description of Grant

The City shall provide a $50,000 Grant to the Company, in one single, upfront payment. The Grant is payable to the Company on the Effective Date.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = (Investment Achievement + Jobs Achievement) / 2

Investment Achievement = Investment Achieved / Investment Committed

Jobs Achievement = Jobs Created / Jobs Committed

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received $50,000 in Grant proceeds, and had invested $2,000,000 and created 100 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

Jobs Achievement = 120/200 = 60%

Investment Achievement = $2,000,000/$2,500,000 = 80%

Commitment Achievement = (60% + 80%)/2 = 70%

Clawback Percentage = 100% - 70% = 30%

Repayment Amount = $50,000 x 30% = $15,000

Exhibit D

Description of Reporting Information

On or before January 31 of each year during the Term, commencing in January 31, 2019, the Company shall deliver to the County (i) a copy of the Company's current property tax bill showing the Company's aggregate investment at the Project, (b) a copy of the current payroll showing the Company's employment at the Project, and (c) any additional information the City may reasonably request to determine the Company's current investment and job creation at the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Ryan Coleman, Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: rtcoleman@columbiasc.net
Phone: 803-734-2700
Fax: 803-734-2702

Exhibit E

Use of Grant Funds

The Grant must be used to offset the cost of furniture, fixtures, and equipment to be installed at the Project.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Human Resources**

FROM: ***Pam Benjamin,***

SUBJECT: **Recognition of Mr. Ronnie Lee, Lead Equipment Operator as the September 2018 Employee of the Month - Mr. Robert Anderson, Director of Public Works**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018_09_05_15_34_49 (PDF)

We Are Columbia

EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE: Ronnie Lee

EMPLOYEE'S DEPARTMENT/DIVISION: Public Works/ Solid Waste

Employee's Title: Equipment Operator Lead Date of Hire: 4/18/2015

Name of Nominator: John Hooks Date: 8/24/2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Alvin Cannady Title: Supervisor

Name: John Hooks Title: Division Head

Name: Robert Anderson Title: Department Head

Name: Teresa Wilson Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: George Chavis Division: Solid Waste

Name: Travis Holliday Division: Solid Waste

Name: Kenny Liverman Division: Solid Waste

RECEIVED
AUG 27 2018
HR/EMPLOYMENT

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- The nominated employee must have low absenteeism and tardiness.
- The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- The nominated employee must have maintained a professional appearance and manner.
- The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- The nominated employee should have earned the respect of co-workers.
- Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

We Are Columbia

Solid Waste Division
2910 Colonial Drive / Columbia, SC 29203-6812 / (803) 545-3800 / FAX (803) 733-8648

Date 08/24/2018

To: John P. Hook, Solid waste Division Superintendent

From: Alvin Cannady, Asst. Supt. Solid Waste

RE: Employee of the Month

The Solid Waste Division would like to submit Ronnie Lee as a nominee for employee of the month. We have reviewed Mr. Lee's back ground and offer the following as a basis for our nomination. Mr. Lee began working for the Solid Waste Division on April 18, 2015. His position classification upon employment was a laborer I on our street cleaning operation. This procedure required lots of manual labor on a day to day basis in keeping the streets clean from all types of debris placed at the curb side by the residents of the City of Columbia. Mr. Lee has held numerous positions within the Solid Waste Division and currently holds the job title of Equipment Operator (Automated Side Loader). Mr. Lee duties are to collect Recycling and Garbage debris in our residential and commercial service areas. Mr. Lee is also one of Solid Waste Divisions main Operators that are called upon during emergency situations. As a side load Operator Mr. Lee is given a task each day to drive and collect Garbage or Recyclables from homes on his daily route. He is responsible for operating a vehicle that cost $ 250,000 and takes good care of it. He continues to perform his duties at an exceptional level. He has great skills, efficiency and effectiveness on completing his route in a timely manner. Once his route is complete, he then assists other drivers who need assistance. Mr. Lee works well independently and shows quality work while doing this. He is also a team player and stays at task until all routes are completed. Mr. Lee always shows a positive attitude and a willingness to get along with his co workers and the public. He also maintains a professional appearance and manner and does what his supervisor asks him to do without refusal or complaint. Mr. Lee absenteeism and tardiness is minimal. His dedication to the citizens, the City of Columbia and co workers has gained him great respect and nominates him for employee of the month.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **Suicide Prevention Awareness Day - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Suicide Preventation Proclamation (DOC)

City of Columbia
A Proclamation of Suicide Prevention Awareness Day

WHEREAS, suicide is the 10th leading cause of death in the United States; and

WHEREAS, suicide is the only leading cause of death in the United States that has increased each year for the past decade; and

WHEREAS, it is estimated that nearly 5 million people in the United States are survivors of suicide loss, and suicide has an incredibly devastating effect on families and communities; and

WHEREAS, more than 90 percent of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition is not recognized or treated; and

WHEREAS, the stigma associated with mental health conditions and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help; and

WHEREAS, organizations such as The American Foundation for Suicide Prevention envision a word without suicide and are dedicated to saving lives and bringing hope to those affected by suicide; and

WHEREAS, the 14th Annual Columbia Out of the Darkness Walk to prevent suicide will be held on October 21, 2018 at Riverfront Park; and

WHEREAS, the City of Columbia recognizes the importance of amplifying efforts for suicide prevention so that residents locally and abroad may understand the importance of good mental health and be aware of the resources available to them.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 21, 2018, to be

Suicide Prevention Awareness Day

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

_____
Stephen K. Benjamin
Mayor

_____
Sam Davis
District I, Council Member

_____
Tameika Isaac Devine
At-Large, Council Member

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

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

_____
Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Update from the USC Student Government - Mr. Taylor Wright, President of the University of South Carolina Student Government**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** USC Student Government Presentation (PDF)

UNIVERSITY OF
SOUTH CAROLINA

City Council Presentation

2018-2019 Student Government Goals

1. Improving the quality of the student experience
2. Promoting Inclusion & Equity
3. Encouraging student involvement in the community
4. Advocating for affordability, accessibility, and transparency
5. Providing opportunities for student leadership development

Welcome!

The City Advocacy Commission is USC Student Government's new city lobbying group. We hope to forge long-lasting connections between the University and City Council as well as Mayor Benjamin. The Commission's main goal is to give tools to our members so we can leave Columbia better than we found it.

Plans for 2018-2019

We plan to forge these connections by each city councilmen having a direct point of contact on the team, a potential lunch with the Mayor gauging USC students' role in the Columbia community as well as a conference later in the semester centered around the necessity of civic engagement which I hope you all may consider attending. This conference will be attended by Richland One and Richland Two high schoolers and our counterparts.

Stigma Free USC

STIGMA FREE USC

- Sept 24th-28th
- Events include: The Amazing Race, Mirrorless Monday, Candlelight Vigil, Yoga Class, Diets Don’t Work, Mindfulness Walk

UNIVERSITY OF SOUTH CAROLINA

City University Partnership

UNIVERSITY OF
SOUTH CAROLINA

Thank You

UNIVERSITY OF SOUTH CAROLINA

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **Food Policy Committee Update to Council - Mr. John Newman and Ms. Amy Weaver, Co-Chairs of the Food Policy Committee**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Food Policy Committee Presentation (PDF)

CITY COUNCIL STATUS UPDATE

WHO WE ARE

MEMBERS

- Marie Boyd
- Rachel Barnett
- Frank Bradley
- Kitwanda Cyrus
- Tracy Dixon
- Carrie Draper
- Breanna Grant
- Doug Groendyke
- Ashley Hutto
- Robbie McClam
- John Newman
- Ashley Page
- Sarah Simmons
- Christina Spach
- Amy Weaver
- Beverly Wilson
- City Liaison – Lauren Harper

SECTORS/ORGANIZATIONS REPRESENTED

- Farming
- Chefs and food workers
- Education
- Nutrition
- Public Health
- Food distribution / food banks
- Social work
- Planning
- Advocacy / NGOs

PURPOSE

To advise City of Columbia staff, City Council Members, the Mayor and community organizations and partners regarding food policy-related issues facing the city

Recommend and advocate for policies and initiatives to promote a sustainable, financially-viable local food system for the Midlands area

Advance equal access to healthy food for all Columbia citizens

BEGINNING ACTIVITIES

Invited speakers to learn more about the local food system and potential opportunities.

- Katie Welborn, Advocacy, Carolina Farm Stewardship Association
- Richard Chesley & Amanda Edwards, Don’t Waste Food SC
- Tina Herbert, Columbia Food Co-op
- Matt Jorgensen, Josephine

SUBCOMMITTEES

- Food Equity
- Evaluation/Research
- Marketing and Communications
- Procurement
- Zoning and Land Use

ENRICHMENT

Invited a local foods system leader, David Harper, to facilitate a committee brainstorming session to set priorities and goals.

2018 PRIORITIES
INCREASE ACCESS TO HEALTHY FOODS

- Columbia became the first SC city to be a Food Rescue US community.
- Awarded $25,000 in grant funding by DHEC to support marketing efforts for the Food Rescue US app.
- Hosted a screening of *Wasted!,* highlighting the chronic issue of food waste in the United States.

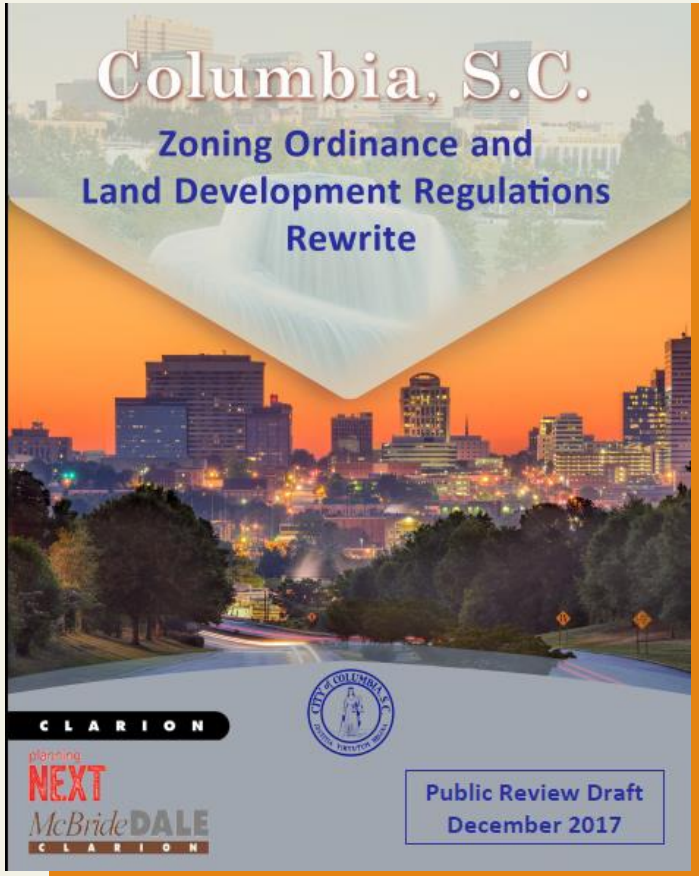
2018 PRIORITIES
COMMUNITY CONNECTIONS

- Facilitated a series of community conversations (or listening sessions) that will inform the committee's policy recommendations
- Led by the Food Equity Subcommittee
- Gatherings organized in impacted communities:
  - Pinehurst, District 2
  - Gable Oaks, District 1
  - Hyatt Park, District 1

COMMUNITY FOOD GATHERINGS

- Three gatherings held to date, reaching nearly 200 city residents.
- Partnering with the Midlands Food Alliance and Central Midlands Council of Governments through the Healthy Insights grant.

2018 PRIORITIES
ZONING AND CITY CODES



- Supporting ordinances that enable healthier food systems
- Led by Zoning and Land Use Subcommittee
- Recommendations made on draft zoning and land development ordinance
- Met with Animal Services

2018 PROPERTIES
COMMUNITY CONNECTIONS
MARKETING AND COMMUNICATIONS SUBCOMMITTEE

CITY OF COLUMBIA, SC
FOOD POLICY COMMITTEE

- Developed logo.
- Social media - Follow us! @ColaFPC on Facebook @ColumbiaSCFPC on Instagram and Twitter @ColumbiaSCFPC
- Support the Food Rescue app, food gatherings and other events through sharing content.
- Developing website and database of materials used by committee.

2018 PRIORITIES
EVALUATION AND RESEARCH

- Conducted baseline and six-month assessments for the Food Policy Committee
- Developed Action Framework Guidelines
  - Each subcommittee completed individual framework guidelines

FUTURE DIRECTION

Make informed policy recommendations to City Council after engaging with and hearing from City of Columbia residents

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157,160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19**

PURPOSE: **Ordinance No.: 2018-050 - Annexing and incorporating 441ots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 1 7, 2015**

Council District: 4

Proposal: Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.

Applicant: Multiple Petitioners

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (6-0)

First reading was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0001_GardenSprings (PDF)

- #b: 2018-050 annex-incorporate 44 lots in Garden Springs (PDF)

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road

TMS# 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19

Council District:	4
Proposal:	Request to annex and to assign land use classification of Urban Edge Residential-Small Lot (UER-1), and assign zoning of Single Family Residential District (RS-1B). The properties are currently classified as Neighborhood (Medium Density) and zoned Residential Single Family Low Density (RS-LD) by Richland County.
Applicant:	Multiple Petitioners
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (6-0)
Public Hearing & 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

CURRENT CHARACTERISTICS AND CONDITIONS

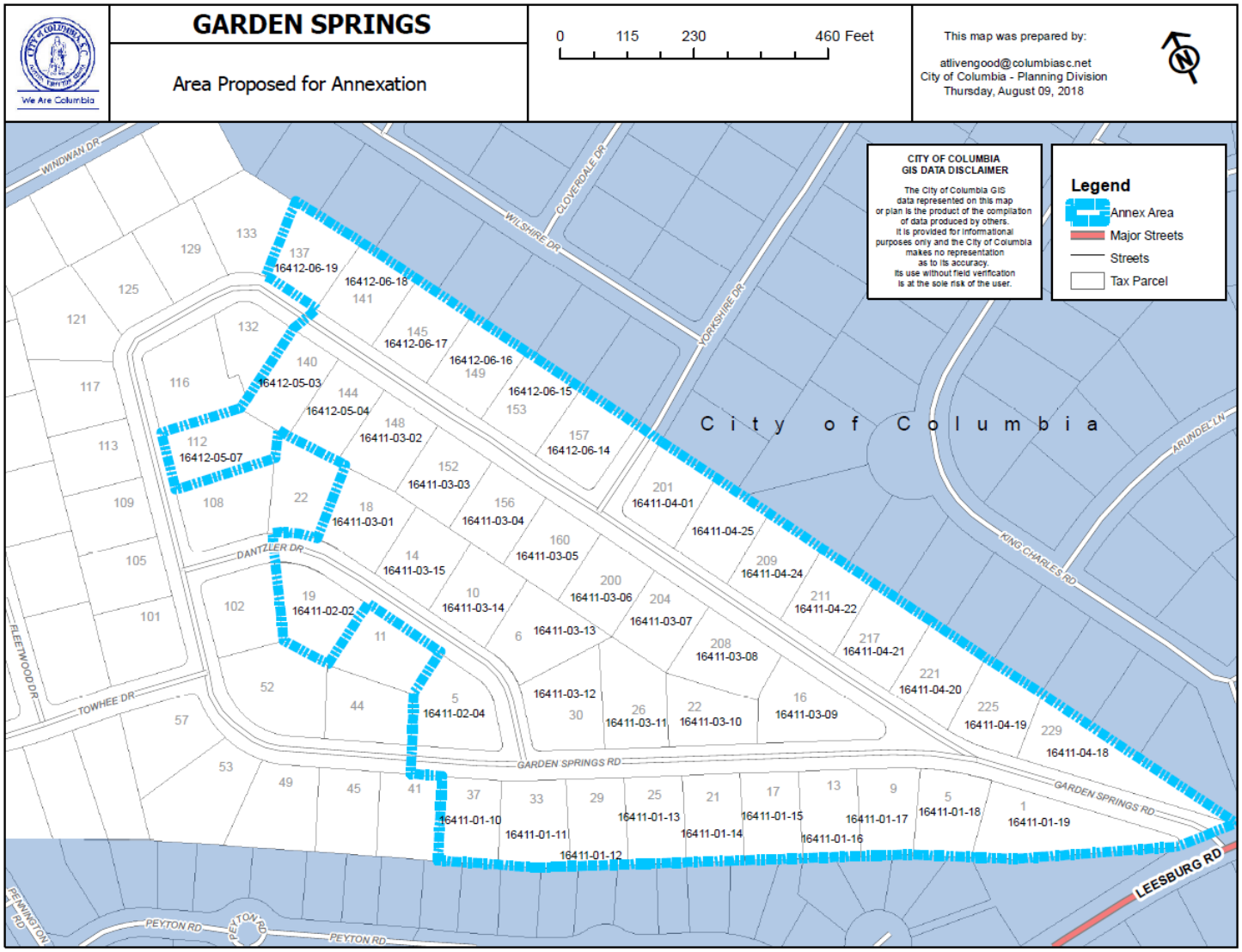
Acreage: ± 20.6 acres
Current Use: Single-family residential subdivision
Proposed Use: Single-family residential subdivision
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use Classification: Neighborhood (Medium Density)
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Richland County Zoning: Residential Single Family Low Density (RS-LD)
Proposed Zoning: Single-Family Residential District (RS-1B)
Census Tract: 116.03

ANNEXATION AREA

44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road.

Property Description: All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

The properties are designated as follows on the Richland County Tax Maps: Sheet 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19. Also included in the territory hereby annexed are all contiguous portions of all public rights of way, including portions of the streets Garden Springs Road and Dantzler Drive.



BACKGROUND

This petition requests annexation of 44 properties within the Garden Springs neighborhood, located off of Leesburg Road near Interstate 77 in the southeast Columbia area.

This annexation request is different than most requests City Council has reviewed in the last 18 years, in that it is a group petition for annexation by way of the 75% freeholder petition and ordinance method of annexation. State law provides that an area may annex into the City if 75% of the freeholders owning 75% of the assessed value sign a petition requesting annexation, and Council enacts an ordinance declaring the area annexed.

In the spring of 2017, the neighborhood president contacted the City of Columbia to inquire about annexation and the extension of sewer service, and a community meeting was held to gauge interest in annexation. On February 22 of this year, another community meeting was held to initiate the petition and collect the first signatures. The 53rd signature was collected on August 6, 2018. The petition has been signed by 53 of 65 freeholders (82%), owning $187,154 of the $240,279 in assessed value (78%) of the area proposed for annexation, exceeding the 75% threshold.

The Garden Springs subdivision was created in 1963, prior to being adjacent to the City limits. Saint Mark's Wood and Yorkshire subdivisions (to the east) and the Pennington Acres subdivision (to the north-west) were likewise platted in the early 1960's. Saint Mark's Wood was annexed into the City of Columbia in 1988, and Yorkshire was annexed in 1992. The Pennington Place subdivision to the southwest was and annexed in 2004 and platted around the same time.

DETERMINATION FOR CITY SERVICES

The following services for the area will be assumed or provided by the City immediately upon enactment of the ordinance of annexation: police; fire; solid waste collection and disposal; recycling; recreation; water; inspections; and all other services currently provided to City residents, with the exception of sewer service for those properties not already served. A Capital Improvement Project (CIP SS7447) is underway to provide sewer service to those not already served, with an estimated completion by the end of 2020. See additional notes under the heading of *Utilities: Sanitary Sewer* below.

The following determination is an estimate of the benefits and costs associated with the annexation of the subject properties.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD **approximately $8,500** annually for the 43 homes in this annexation area, based upon current calls for service within nearby residential areas. This community would be within the Columbia Police Department's South Region.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2. The nearest Fire Station, Station # 8, is located at 933 Atlas Road.

Solid Waste
The cost associated with solid waste service is **$187.00** annually per household. Currently, City solid waste must travel through Garden Springs on the way to serving adjacent neighborhoods.

Streets
Garden Springs Road and Yorkshire Drive are state-owned roads. Dantzler Drive is currently a county-owned road and the ±612 feet of Dantzler Drive within the area proposed for annexation would become the responsibility of the City of Columbia. There are no stormdrains in this road. The Streets Division has assessed the condition of Dantzler Drive as "poor", with an approximate cost to mill and resurface Dantzler Drive of **$146,000**. The timeframe for this resurfacing is approximately 10 years.

Utilities: Water is available to all subject properties and within the neighborhood in general.

Utilities: Sanitary Sewer is currently only available to approximately 14 properties within the neighborhood, including properties not within the area of annexation. A Capital Improvement Project (CIP SS7447) has been initiated to extend sewer to the properties not currently served at a budgeted cost of approximately **$1.5 million.** This CIP project consists of the construction of approximately 6,000 linear feet of 8-inch gravity sewer. This CIP would provide sewer availability to approximately 33 properties within the area of annexation, and 50 properties within the larger *donut hole*, all of which are potential new customers.

The estimated timetable for provision of sewer service (CIP SS7447) for those properties not already served is: design completion in fiscal year 2018/2019; construction funded in fiscal year 2019-2020; and anticipated completion by the end of calendar year 2020. The ability to obtain necessary easements or unforeseen design challenges may affect the projected completion date. Per §23-148 and §23-152 of the Code of Ordinances of the City of Columbia, the sewer tapping fee for a single family residence is currently $1,300 plus a $2,640 sewer plant expansion fee per tap for a total of $3,940. For properties within this area proposed for annexation, these current sewer tapping and sewer plant expansion fees shall remain unchanged for a period of 365 days following the issuance of a Permit To Operate (PTO) for the proposed new sewer service (CIP SS7447).

Utilities: Stormwater – Garden Springs Road is a SCDOT maintained road, and there are no stormdrains in Dantzler Drive. Additional existing storm drain infrastructure the City would maintain is expected to be minimal.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the properties. The proposed sewer construction would create new sewer customers and thus new revenue.

Parks and Recreation

Three City Parks—Hampton Park, Woodland Park, and Southeast Park and Tennis Center—are within a mile radius of the neighborhood.

Planning & Development Services

This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of these 44 properties. The City property tax revenue generated after annexation will be approximately **$23,000 per year** based upon the current assessed value of the properties.

* Estimated City Tax Revenue is based on 2017 tax data and millage for real property and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Estimated Local Option Sales Tax Credit (.002347)). There is no proposed City of Columbia millage increase for the 2018 Tax Year.

The taxes and fees currently required for these services are 98.1 mills of ad valorem tax on real and personal property less a local option sales tax credit; water, sewer, and stormwater service charges at in-city rates; 5% SCE&G and 5% cable franchise fees; and, if applicable, 1% local option sales tax, 2% hospitality tax, 3% tourism development fee, and business licensing fees.

Per §23-148 and §23-152 of the Code of Ordinances of the City of Columbia, the sewer tapping fee for a single family residence is currently $1,300 plus a $2,640 sewer plant expansion fee per tap for a total of $3,940. For properties within this area proposed for annexation, these current sewer tapping and sewer plant expansion fees shall remain unchanged for a period of 365 days following the issuance of a Permit To Operate (PTO) for the proposed new sewer service (CIP SS7447).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential - Small Lot (UER-1); the property is currently classified as Neighborhood Medium Density by Richland County.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Cul-de-sacs are most prominent in this development type.

Primary Types:

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcels are currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single-Family Residential District (RS-1) to the East and South, Planned Unit Development-Residential District (PUD-R) to the West and Single-Family Residential District (RS-1B) to the North. Surrounding parcels in unincorporated Richland County are zoned RS-LD to the North and West.

The proposed City of Columbia zoning district is Single-Family Residential District (RS-1B).

Single-Family Residential District (RS-1B)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

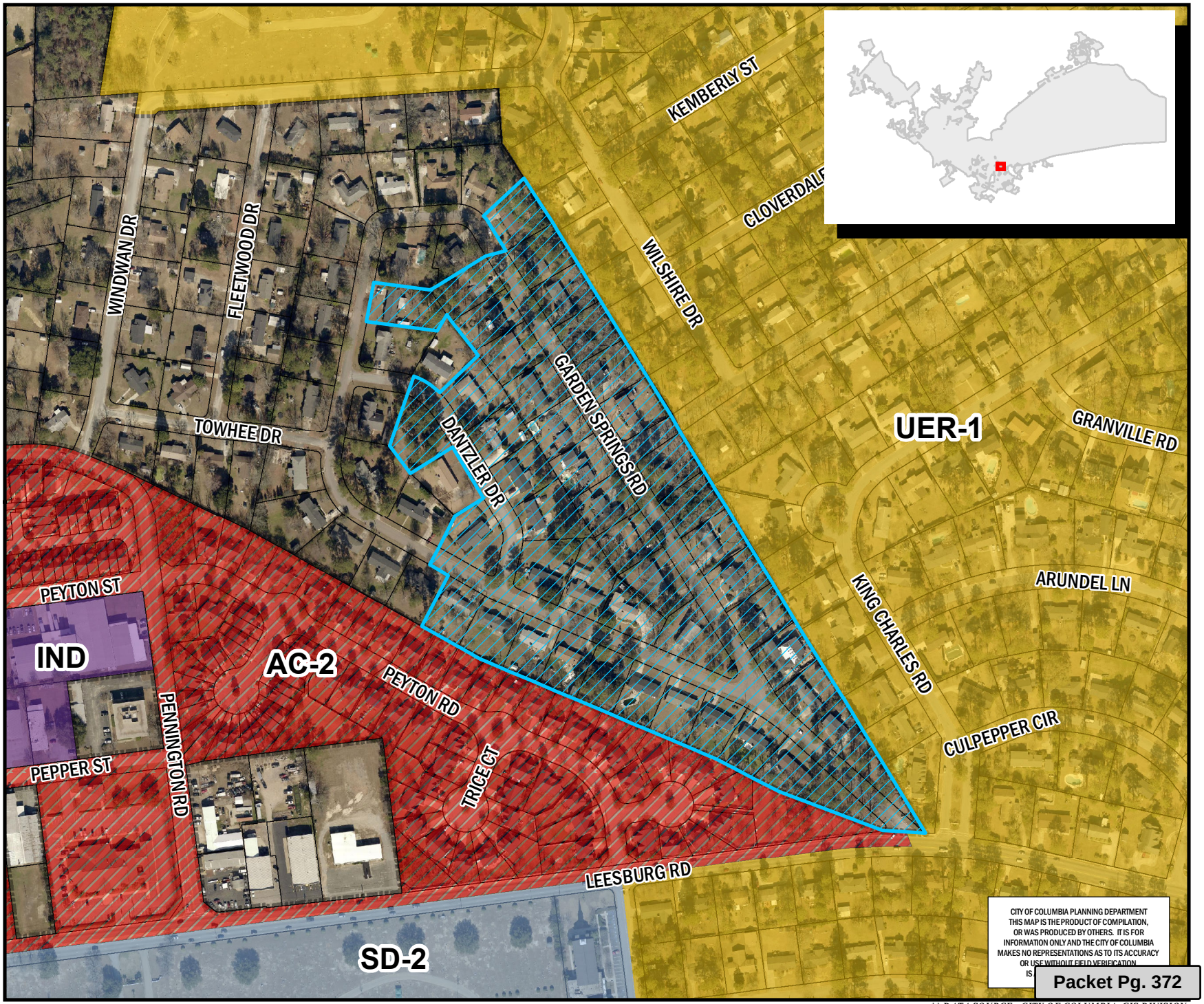
STAFF RECOMMENDATION

Staff recommends City Council annex the property, and assign a land use classification of Urban Edge Residential Small Lot (UER-1) at the time of annexation and assign zoning of Single-Family Residential District (RS-1B) at the time of annexation.

Future Land Use Map

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. FLU: Nieghborhood (Medium Density); Proposed FLU: UER-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS
- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

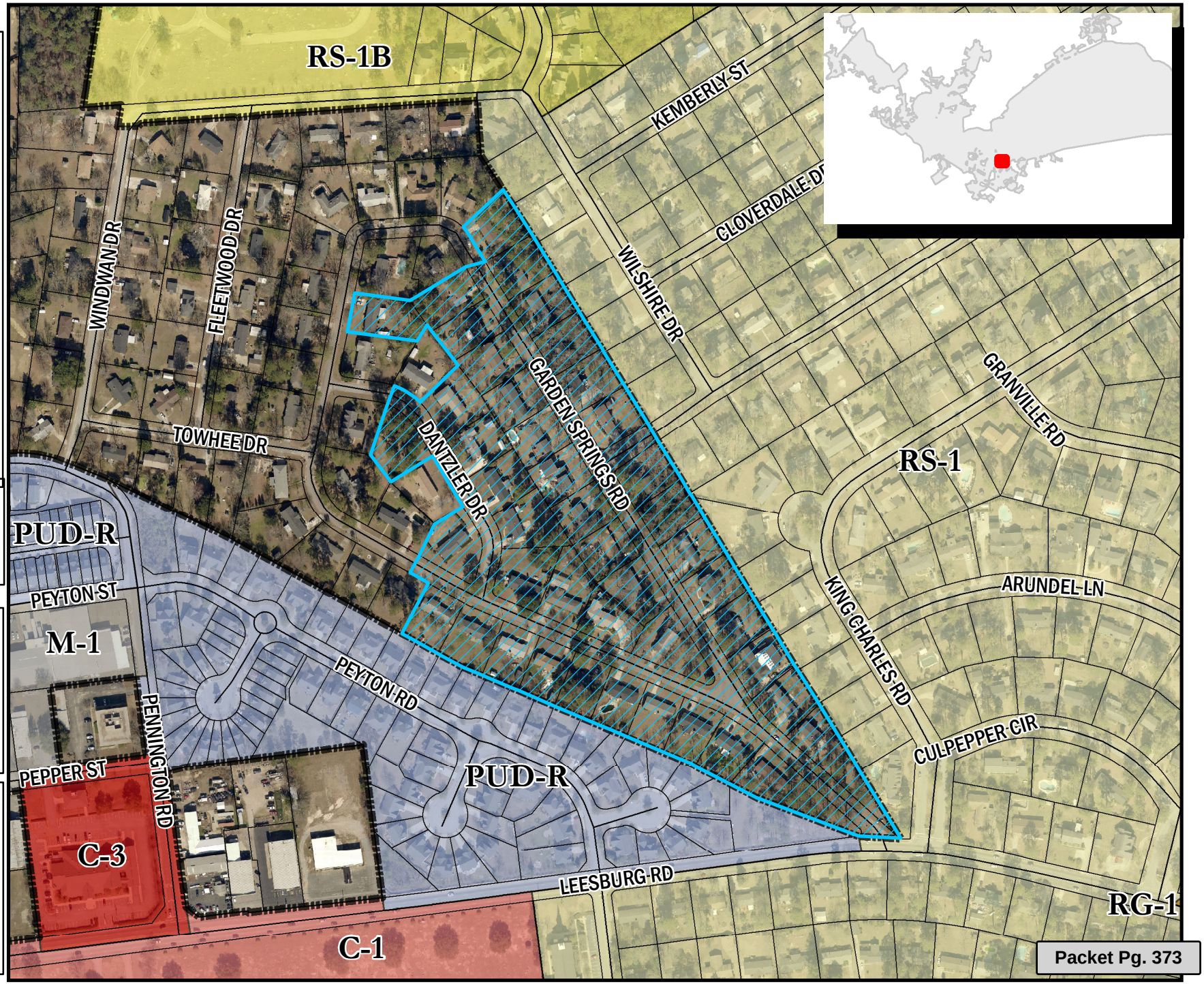
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. Zoning: RS-LD; Proposed Zoning: RS-1B



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

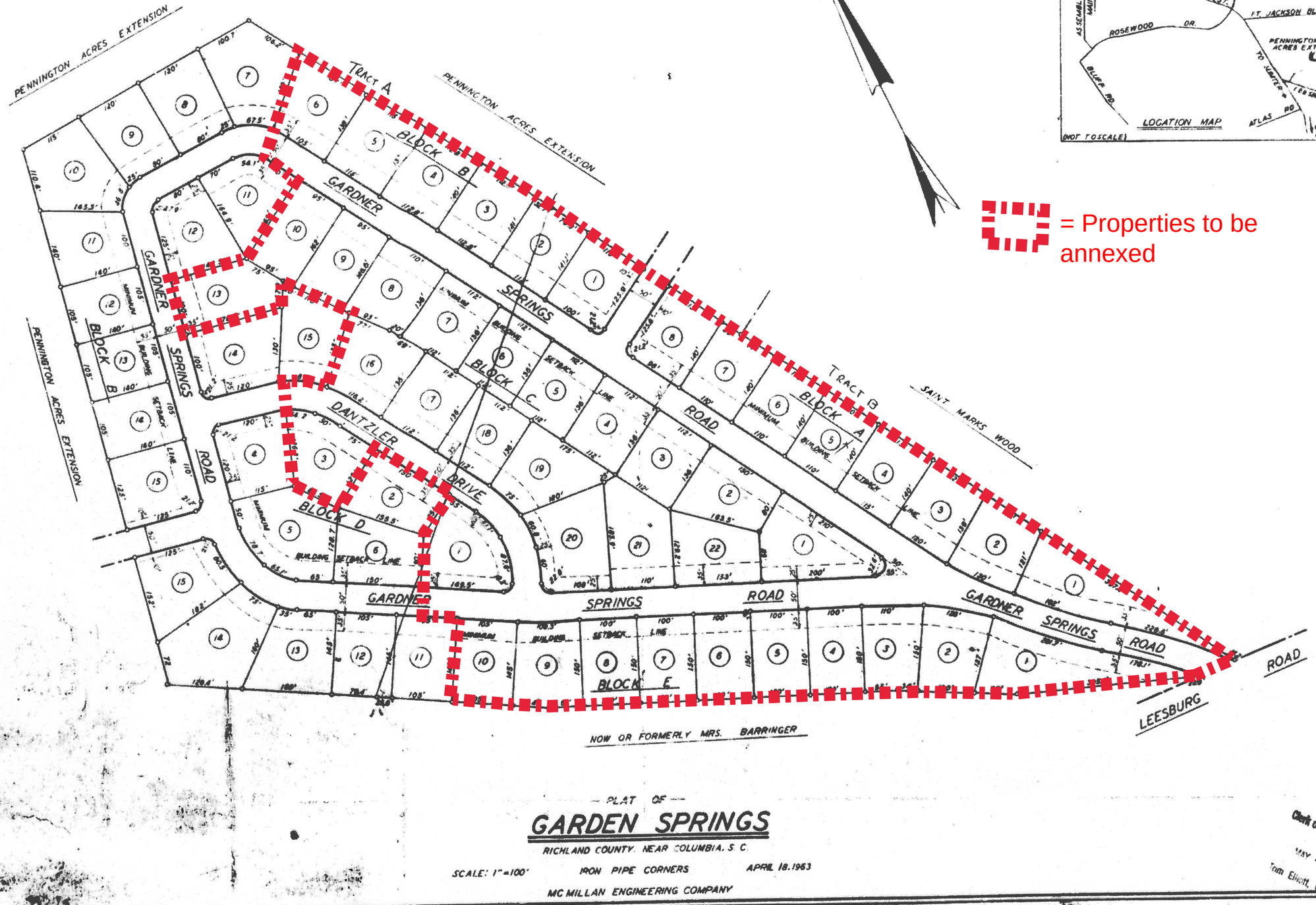
Shane Shaughnessy
July 17, 2018

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Exhibit "A"


PENNINGTON ACRES EXTENSION
TRACT A
BLOCK B
GARDNER
SPRINGS
BLOCK C
BLOCK A
TRACT B
SAINT MARKS WOOD
ROAD
DANTZLER
DRIVE
BLOCK D
BLOCK E
GARDNER SPRINGS ROAD
LEESBURG ROAD
NOW OR FORMERLY MRS. BARRINGER
= Properties to be annexed
LOCATION MAP
(NOT TO SCALE)
SUBJECT PROPERTY
PENNINGTON ACRES EXT
ROSEWOOD DR.
FT. JACKSON BLVD.
ATLAS RD
US HWY 76 & 378
MAY 16 11 22 AM '63
FILED
PLAT OF
GARDEN SPRINGS
RICHLAND COUNTY NEAR COLUMBIA, S. C.
SCALE: 1"=100'
IRON PIPE CORNERS
APRIL 18, 1963
MC MILLAN ENGINEERING COMPANY
Clerk of Court Fee Paid
$1.00
MAY 16
Tom Elliott, C

LEGAL DEPARTMENT DRAFT

ORDINANCE NO. 2018-050

Annexing and incorporating 44 lots in the Garden Springs Neighborhood into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by at least seventy-five (75%) per cent of the freeholders owning at least seventy-five (75%) per cent of the assessed value of the contiguous properties within described, under the provisions of South Carolina Code Ann. Section 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the properties would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the properties described herein are hereby annexed to the City of Columbia and incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and become a part of the City of Columbia effective immediately. This property shall be zoned Single Family Residential District (RS-1B), apportioned to City Council District 4, Census Tract 116.03, contains 20.6 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION:	See attached EXHIBIT A
TMS NO.:	Portions of Richland County Tax Map Sheets 16411 and 16412

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:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last Revised: 8/30/2018
18001827

EXHIBIT A
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-050

All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less and being designated on Richland County Tax Map Sheets as 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 23, 2018

RE: **Property Addresses:** 44 lots in the Garden Springs Neighborhood – 5, 6, 10, 14, 18, and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225, and 229 Garden Springs Road
Richland County TMS#: 16411-01-10 through -19, 16411-02-02 and -04, 16411-03-01 through -15, 16411-04-01, -18 through -22, -24, and -25, 16412-05-03, -04, -07, 16412-06-14 through -19
Owner(s): Multiple Owners
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1B)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 116.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 6, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning and land use classification recommendations by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 6-0 on 8/6/18 (mm/dd/yyyy).

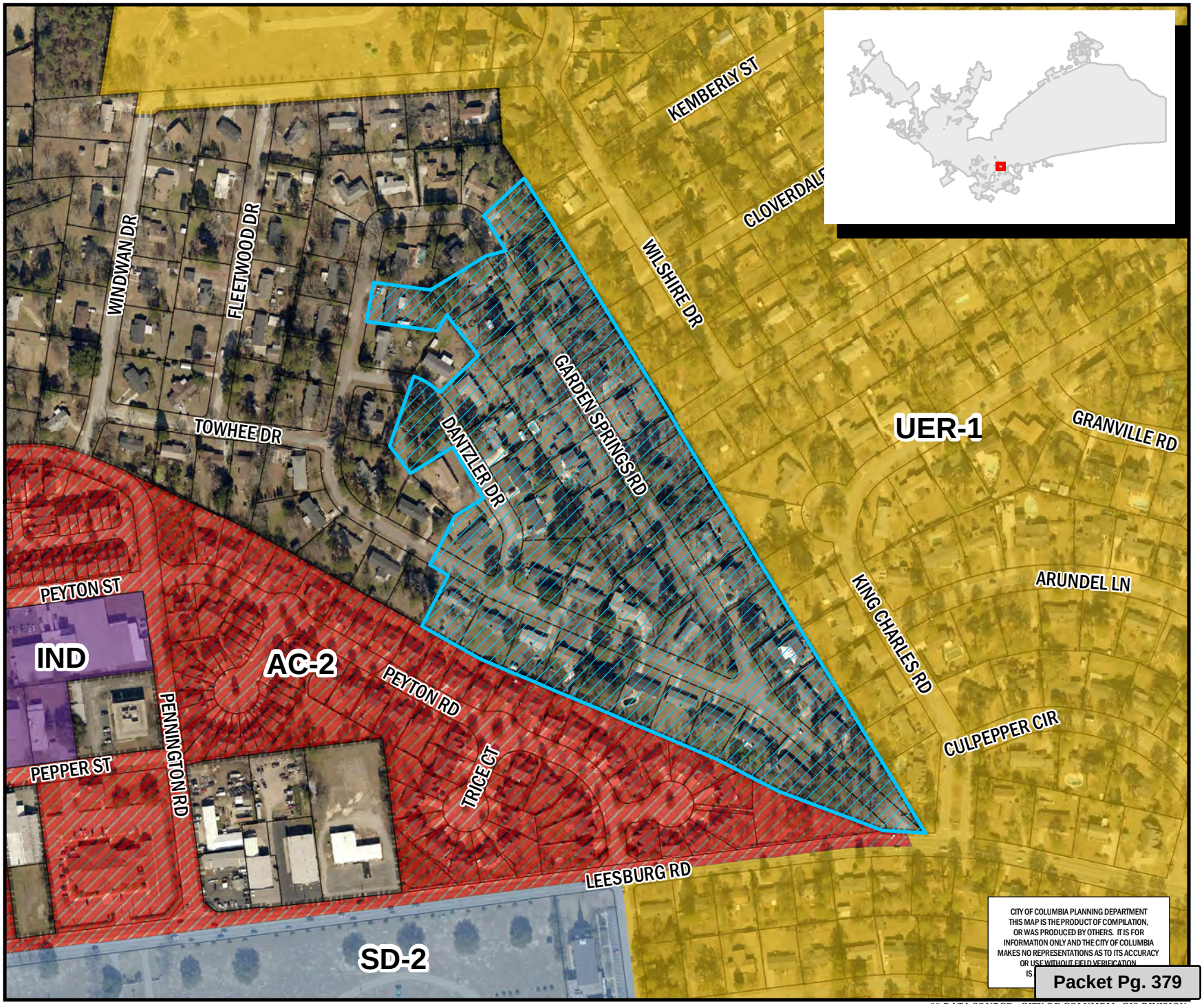
Planning Commission Zoning Recommendation: RS-1B (Zoning classification) by 6-0 on 8/6/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. FLU: Nieghborhood (Medium Density); Proposed FLU: UER-1

Department of Planning & Development Services



Legend

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- PARCELS

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- UEMR - Urban Edge Mixed Residential
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- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

We Are Columbia

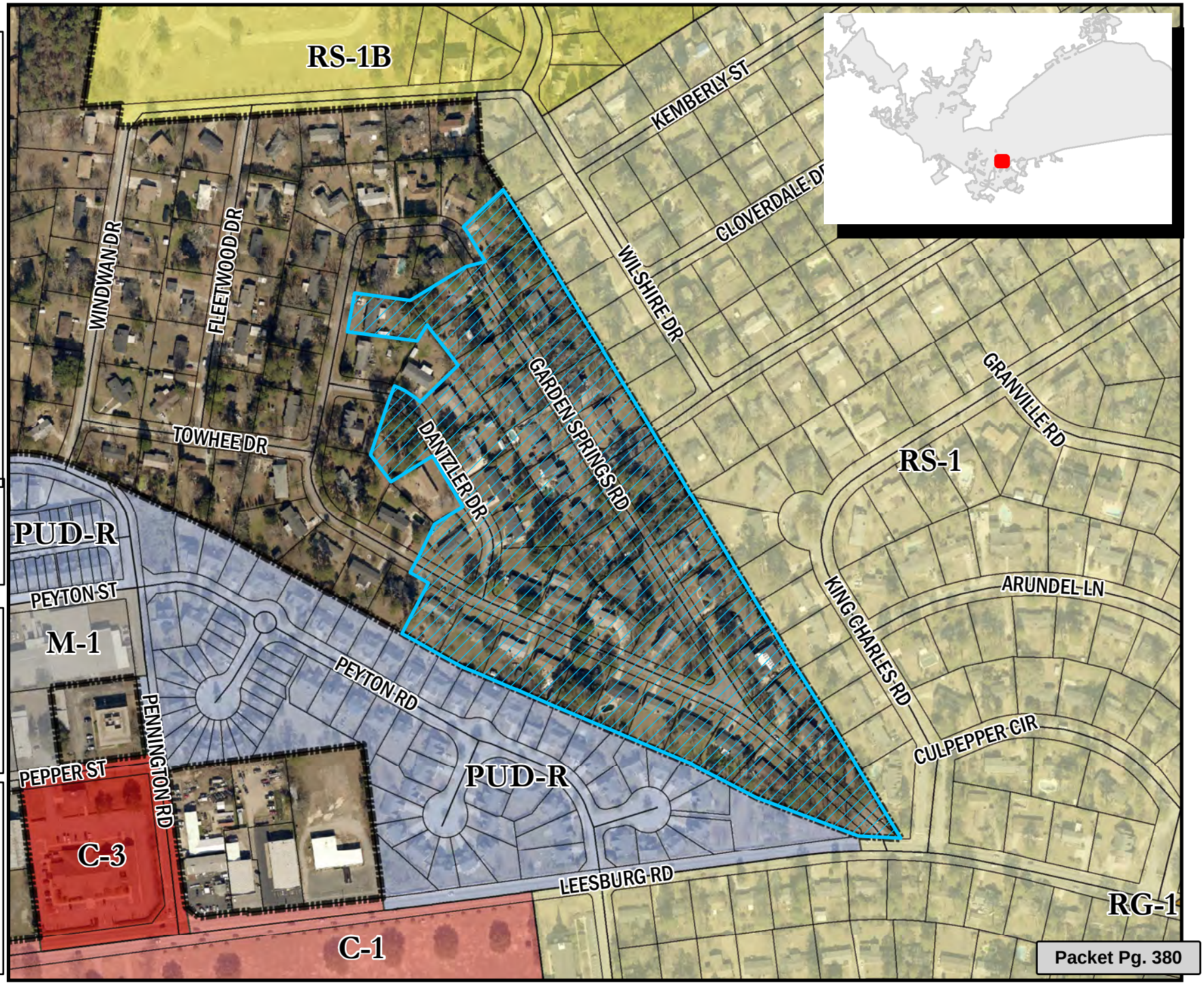
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

5, 6, 10, 14, 18 and 19 Dantzler Drive, 1, 5, 9, 13, 16, 17, 21, 22, 25, 26, 29, 30, 33, 37, 112, 137, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 160, 200, 201, NX201, 204, 208, 209, 122, 217, 221, 225 and 229 Garden Springs Road;
Existing Richland Co. Zoning: RS-LD; Proposed Zoning: RS-1B



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018

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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being at least seventy-five percent (75%) of the freeholders owning at least seventy-five percent (75%) of the assessed value of the contiguous territory described below, hereby petition the Mayor and City Council for annexation of said territory to the City of Columbia, South Carolina pursuant to S.C. Code § 5-3-150(1).

Property Description: All those certain pieces, parcels or lots of land, situate, lying and being contiguous and adjacent to the City limits of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 'Block A', lots 1, 2, 3, 4, 5, 6, 7, and 8; 'Block B', lots 1, 2, 3, 4, 5, and 6; 'Block C', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, and 22; 'Block D', lots 1 and 3; 'Block E', lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; on a Plat of Garden Springs, prepared by McMillan Engineering Company, dated April 18, 1963, recorded in the Office of the Register of Deeds for Richland County in Book T, Page 185, and having such boundaries and measurements as are shown on said plat, all measurements being a little more or less.

The properties are designated as follows on the Richland County Tax Maps: Sheet 16411: block 01, lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19; block 02, lots 02 and 04; block 03, lots 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, and 15; block 04, lots 01, 18, 19, 20, 21, 22, 23, 24, and 25; Sheet 16412: block 05, lots 03, 04, and 07; block 06, lots 14, 15, 16, 17, 18, and 19. Also included in the territory hereby annexed are all contiguous portions of all public rights of way, including portions of the streets Garden Springs Road and Dantzler Drive.

A plat showing the contiguous territory described above is attached hereto as Exhibit "A".

The first signature was affixed on this Petition on February 22, 2018.

Date: 2-22-2018

Dill Gamble
Property Address: 5 Dantzler Drive
TMS No.: 16411-02-04

Date: 2-22-2018

Azalee B. Gamble
Property Address: 5 Dantzler Drive
TMS No.: 16411-02-04

Date: 5/26/2018

Rodney W. Crouch
Property Address: 6 Dantzler Drive
TMS No.: 16411-03-13

Date: March 16, 2018

Kristine M. Crouch
Property Address: 6 Dantzler Drive
TMS No.: 16411-03-13

Date: MARCH 2, 2018

William Edward Mack
Property Address: 10 Dantzler Drive
TMS No.: 16411-03-14

Date: March 2, 2018

Denise C. Tarrant-Mack
Property Address: 10 Dantzler Drive
TMS No.: 16411-03-14

Date: 7-11-18

James F. Henry, III
Property Address: 14 Dantzler Drive
TMS No.: 16411-03-15

Date: Feb. 27, 2018

Ronald W. Bowden
Property Address: 18 Dantzler Drive
TMS No.: 16411-03-01

Date: _____

Margaret H. Bowden
Property Address: 18 Dantzler Drive
TMS No.: 16411-03-01

Date: March 23, 2018

Sumter E. Ridgeway
Property Address: 19 Dantzler Drive
TMS No.: 16411-02-02

Date: _____

Linda Mooney
Property Address: 1 Garden Springs Road
TMS No.: 16411-01-19

Date: _____

Brandy Nicole Matheny
Property Address: 5 Garden Springs Road
TMS No.: 16411-01-18

Date: _____

John Andrew Matheny
Property Address: 5 Garden Springs Road
TMS No.: 16411-01-18

Date: _____

Nell M. Johnson
Property Address: 9 Garden Springs Road
TMS No.: 16411-01-17

Date: 6/30/18

~~Betty R. McCurry~~ KirkVinson Sims
Property Address: 13 Garden Springs Road
TMS No.: 16411-01-16

Date: 2-22-18

Cynthia D. Duncan-Joseph
Property Address: 16 Garden Springs Road
TMS No.: 16411-03-09

Date: 3-2-18

Andrea Leigh C. Ford
Property Address: 17 Garden Springs Road
TMS No.: 16411-01-15

Date: 3-2-18

Bret Mitchell Mealing, Jr.
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 2-22-18

Bret Mitchell Mealing, Sr.
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 2-22-18

Angeline Wells Mealing
Property Address: 21 Garden Springs Road
TMS No.: 16411-01-14

Date: 3-9-18

Ernest J. Williams, Jr.
Property Address: 22 Garden Springs Road
TMS No.: 16411-03-10

Date: 3-16-18

Wade Griffin Jones, Jr.
Property Address: 25 Garden Springs Road
TMS No.: 16411-01-13

Date: 3-16-18

Patsy B. Jones
Property Address: 25 Garden Springs Road
TMS No.: 16411-01-13

Date: 8-6-2018

Magnolia B. Edwards

Magnolia B. Edwards
Property Address: 26 Garden Springs Road
TMS No.: 16411-03-11

Date: 8-6-7-18

James C. Holland

James E. Holland
Property Address: 29 Garden Springs Road
TMS No.: 16411-01-12

Date: 6-7-18

Henrietta C. Holland

Henrietta C. Holland
Property Address: 29 Garden Springs Road
TMS No.: 16411-01-12

Date: 02:22:2018

Charres C. Gonzalvers-Anderson
Property Address: 30 Garden Springs Road
TMS No.: 16411-03-12

Date: _____

Henry Wehman Seiling
Property Address: 33 Garden Springs Road
TMS No.: 16411-01-11

Date: _____

Kenneth H. Faulkenberry
Property Address: 37 Garden Springs Road
TMS No.: 16411-01-10

Date: 3/9/18

Rodolfo P. Cabot
Property Address: 112 Garden Springs Road
TMS No.: 16412-05-07

Date: 3/21/18

Maxanne Cabot

Maxanne Cabot
Property Address: 112 Garden Springs Road
TMS No.: 16412-05-07

Date: 3/22/2018

Karl S. Long, Jr.
Property Address: 137 Garden Springs Road
TMS No.: 16412-06-19

Date: 3/03/18

Barnard B. Turner, III
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date: 3/23/18

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date: 2/22/18

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: _____

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: _____

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date: 2/22/18

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date: 2/22/2018

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date: 3/29/18

(FOR RUBY ULMER) POA

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date: _____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date: 3/29/18

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date: 3/6/18

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date:_____

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date:_____

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: 4-14-18

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date:_____

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date:_____

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date:_____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date:_____

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date:_____

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date:_____

Elizabeth B. Turner
Property Address: 140 Garden Springs Road
TMS No.: 16412-05-03

Date:_____

Jaqueline G. Keating
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date:_____

Susan G. Mantooth
Property Address: 141 Garden Springs Road
TMS No.: 16412-06-18

Date: 22 Feb. 2018

Edward J. Kelley
Property Address: 144 Garden Springs Road
TMS No.: 16412-05-04

Date:_____

Francis C. Johnson
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Elizabeth L. Morton
Property Address: 145 Garden Springs Road
TMS No.: 16412-06-17

Date:_____

Ruby D. Ulmer, Trustee
Ulmer Family Trust
Property Address: 148 Garden Springs Road
TMS No.: 16411-03-02

Date:_____

Donald R. Weaver
Property Address: 149 Garden Springs Road
TMS No.: 16412-06-16

Date:_____

John Kevin Ulmer
Property Address: 152 Garden Springs Road
TMS No.: 16411-03-03

Date:_____

David Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date: 03-06-2018

Angelica Quinn
Property Address: 153 Garden Springs Road
TMS No.: 16412-06-15

Date: 02 June 18

Darlene Rosetta James
Property Address: 156 Garden Springs Road
TMS No.: 16411-03-04

Date: June 2, 2018

Andrew James
Property Address: 156 Garden Springs Road
TMS No.: 16411-03-04

Date: 22 Feb 2018

James E. Bass
Property Address: 157 Garden Springs Road
TMS No.: 16412-06-14

Date: 22 Feb 2018

Sidney S. Bass
Property Address: 157 Garden Springs Road
TMS No.: 16412-06-14

Date: 5/10/18

J. Kyle Smith
Property Address: 160 Garden Springs Road
TMS No.: 16411-03-05

Date: 6/02/18

Malinda D. Smith
Property Address: 160 Garden Springs Road
TMS No.: 16411-03-05

Date: 6/3/18

Kevin N. Watts
Property Address: 200 Garden Springs Road
TMS No.: 16411-03-06

Date: 6/3/18

Kathleen M. Watts
Property Address: 200 Garden Springs Road
TMS No.: 16411-03-06

Date: March 23, 2018

Evelyn G. Warren
Property Address: 201 Garden Springs Road
TMS No.: 16411-04-01

Date:_____

Carolyn B. Silvester
Property Address: NX201 Garden Springs Road
TMS No.: 16411-04-25

Date: 22 Feb 2018

William C. Herbert, III
Property Address: 204 Garden Springs Road
TMS No.: 16411-03-07

Date:_____

John D. Jacobs
Property Address: 208 Garden Springs Road
TMS No.: 16411-03-08

Date: 3-19-18

Kevin D. Bass
Property Address: 209 Garden Springs Road
TMS No.: 16411-04-24

Date: 3-23-18

Bradley Douglas Trogdon
Property Address: 211 Garden Springs Road
TMS No.: 16411-04-22

Date: 3.23-18

Jennifer Chesnutt Trogdon
Property Address: 211 Garden Springs Road
TMS No.: 16411-04-22

Date:_____

Donna B. Nesbitt
Property Address: 217 Garden Springs Road
TMS No.: 16411-04-21

Date: 3/16/18

Hicham Zerati
Property Address: 221 Garden Springs Road
TMS No.: 16411-04-20

Date: 3/16/18

Katrene R. Driggers
Property Address: 221 Garden Springs Road
TMS No.: 16411-04-20

Date: 6+9 18

Jesse Finch, Jr.
Property Address: 225 Garden Springs Road
TMS No.: 16411-04-19

Date:_____

_____

Linda Finch
Property Address: 225 Garden Springs Road
TMS No.: 16411-04-19

Date: 6 · 3 · 18

Lizabeth S. Curlin

Lizabeth Curlin
Property Address: 229 Garden Springs Road
TMS No.: 16411-04-18

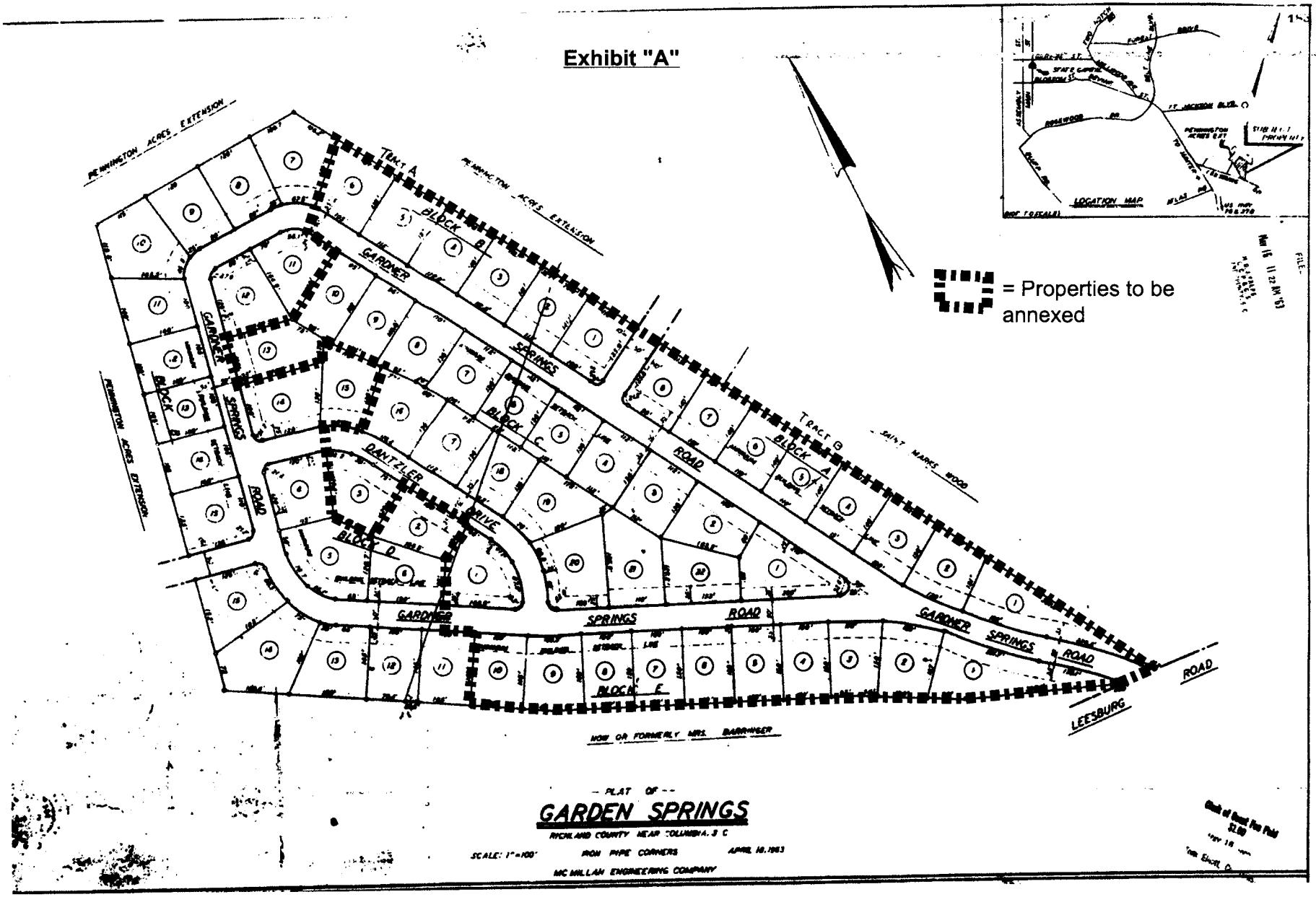


Exhibit "A"
= Properties to be annexed
LOCATION MAP
PLAT OF
GARDEN SPRINGS
RICHLAND COUNTY NEAR COLUMBIA, S. C.
SCALE: 1"=100'
IRON PIPE CORNERS
APRIL 16, 1963
MC MILLAN ENGINEERING COMPANY
PENNINGTON ACRES EXTENSION
TRACT A
TRACT B
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
GARDNER
SPRINGS
ROAD
DANITZLER
DRIVE
SAINT MARKS WOOD
LEESBURG
NOW OR FORMERLY MRS. BARRINGER

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 201 S. Marion Street; TMS# 11305-14-10**

PURPOSE: **Ordinance No.: 2018-051 - Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 3

Proposal: Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

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

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0007_Marion201 (PDF)
- #b: 2018-051 annex-incorporate 201 S. Marion (PDF)

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
201 S. Marion Street; TMS# 11305-14-10

Council District:	3
Proposal:	Request to annex, assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1). The property is currently classified as Mixed Residential-High Density and zoned RM-MD by Richland County.
Applicant:	University of South Carolina
Staff Recommendation:	Approval
PC Recommendation:	06/04/2018; Approval (6-0)
ZPH, 1st Reading:	07/17/2018; Council meeting rescheduled
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.17 acres
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Universities/Colleges (SD-5)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District, -Community Character Protection Overlay (RG-1, -CC1)
Census Tract: 27

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD approximately **$200** annually to provide service for the single-family residence based upon current calls for service in nearby areas of the City of Columbia.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The cost associated with solid waste service for this property is **$187.00** annually per household.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
This property is a single-parcel "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. As this property is owned by the University of South Carolina, there will not be any annual City property tax revenue generated for this property.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Universities/Colleges (SD-5); the property is currently classified as Mixed Residential-High Density by Richland County.

There are a number of universities and colleges located within Columbia including, but not limited to, University of South Carolina, Columbia College, Columbia International University, Allen University, Benedict College, Lutheran Theological Southern Seminary, Midlands Technical College, Webster University, ECPI University, Strayer University, and the University of Phoenix.

Primary Types:

- Civic/Institutional

Secondary Types:

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C) to the South and West and General Residential District (RG-1) to the North and East.

The proposed City of Columbia zoning district is General Residential District (RG-1) and –Community Character Protection Overlay (-CC1)

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

-Community Character Protection Overlay (-CC1)

(1) The -CC1 overlay district is intended to minimize the possibility that demolition and construction activity within a residential community would drastically negatively affect the existing character of that community.

(2) The -CC1 designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(3) The -CC1 district shall apply to property zoned or used residentially.

STAFF RECOMMENDATION

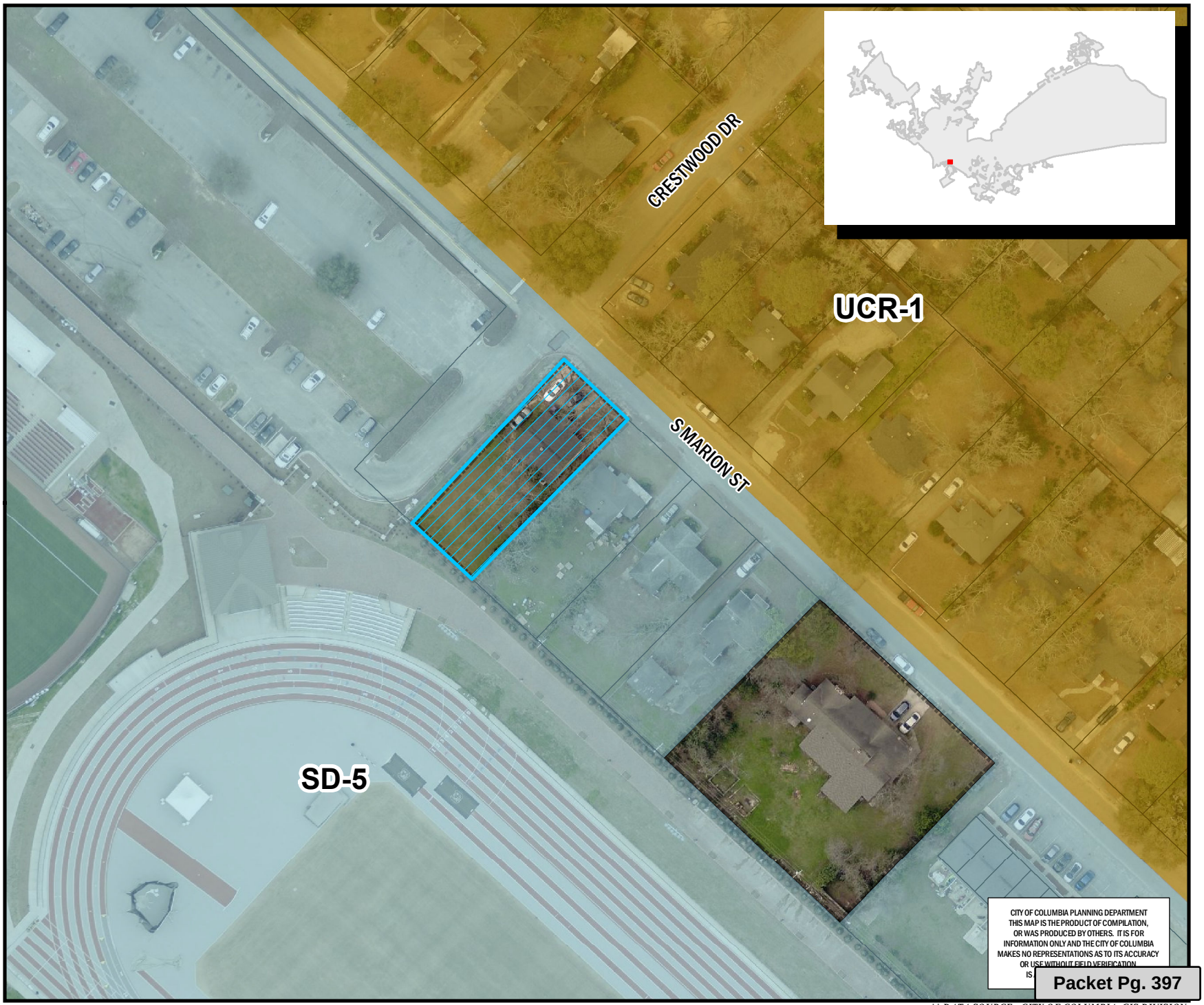
Staff recommends City Council annex the property, and assign land use classifications of Universities/Colleges (SD-5) and assign zoning of General Residential District in a Community Character Protection Overlay (RG-1, -CC1) at the time of annexation.

© 2017 Pictometry

Future Land Use Map

201 S. Marion Street, TMS# 11305-14-10;
Existing FLU: Mixed Residential-High Density; Proposed FLU: SD-5

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

N

0 15 30 60
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

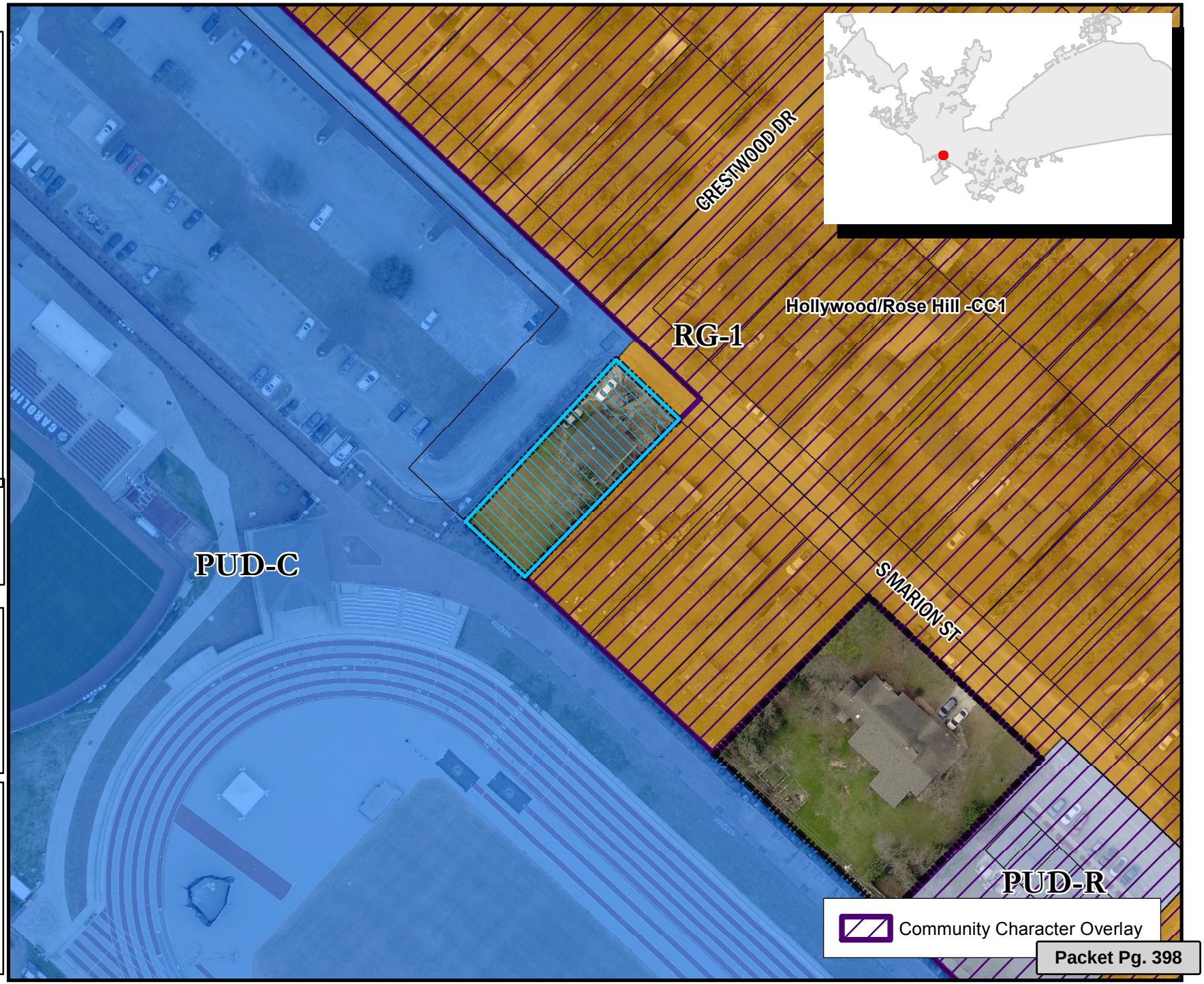
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

201 S. Marion Street, TMS# 11305-14-10;
Existing Zoning: RM-MD, Proposed Zoning: RG-1, -CC1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-051

Annexing and Incorporating 201 S. Marion Street, Richland County TMS #11305-14-10 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Residential District in a Community Character Protection Overlay (RG-1, -CC1), apportioned to City Council District 3, Census Tract 27, contains 0.17 acres, and shall be assigned a land use classification of Universities/Colleges (SD-5).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11305-14-10

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:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001841

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-051

All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being in Richland County, near the City of Columbia, South Carolina, and being described as lot 41, upon a plat of John J. Barker, by Wingfield & Rudisill dated May 19, 1950, recorded in Plat Book 1, at page 304 and having the following measurements thereon: On the North by Crestwood Drive, whereupon it measures for a distance of One hundred forty (140.0') feet; on the East by South Marion Street, whereupon it measures for a distance of Fifty-five (55') feet; on the South by Lot 41-A, whereupon it measures for a distance of One hundred forty (140.0') feet; and on the West by lands now or formerly of McCreery Land and Investment Company, wereupon it measures for a distance of Fifty-five (55.0') feet, be all measurements a little more or less.

Last revised: 8/31/2018
18001841

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 1, 2018

RE: **Property Address:** 201 South Marion Street
Richland County TMS#: 11305-14-10
Owner(s): University of South Carolina
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Universities/Colleges (SD-5)
Current County Zoning: Residential Multifamily Medium Density (RM-MD)
Proposed City Zoning: General Residential District in a Community Character Protection Overlay (RG-1, -CC1)
Reason for Annexation: Donut Hole
City Council District: 3
Census Tract: 27

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 4, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Deputy Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: SD-5 (Land Use classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1, -CC (Zoning classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

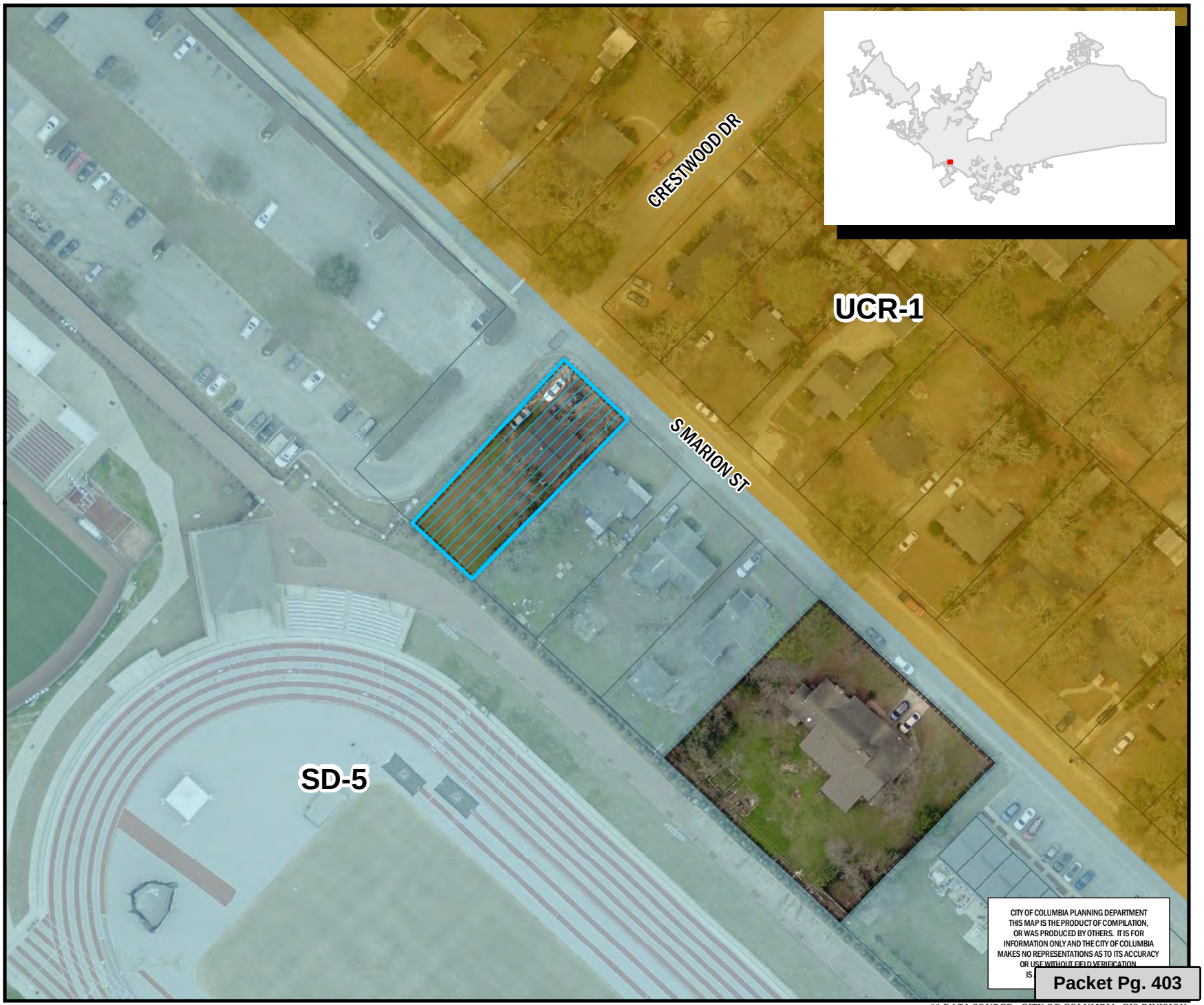
(Signature of Annexation Coordinator)

© 2017 Pictometry

Future Land Use Map

201 S. Marion Street, TMS# 11305-14-10;
Existing FLU: Mixed Residential-High Density; Proposed FLU: SD-5

Department of Planning & Development Services



Legend

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- SD-6 - Fort Jackson

N

0 15 30 60
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

CITY OF COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
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CITY OF COLUMBIA PLANNING DEPARTMENT
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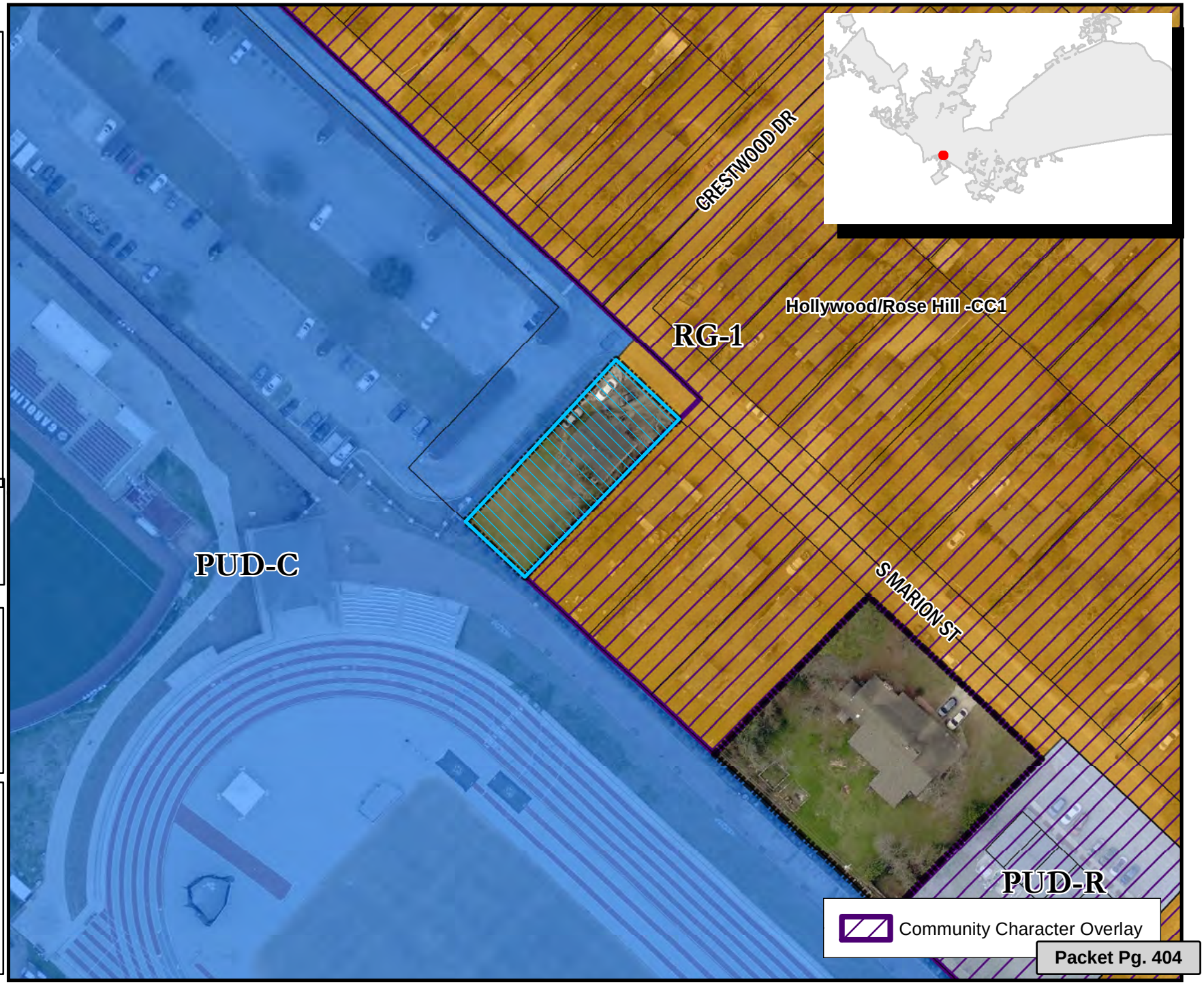
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

201 S. Marion Street, TMS# 11305-14-10;
Existing Zoning: RM-MD, Proposed Zoning: RG-1, -CC1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 2018

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: ALL that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being in Richland County, near the City of Columbia, South Carolina, and being described as lot 41, upon a plat of John J. Barker, by Wingfield & Rudisill dated May 19, 1950, recorded in Plat Book 1, at page 304 and having the following measurements thereon: On the North by Crestwood Drive, whereupon it measures for a distance of One hundred forty (140.0') feet; on the East by South Marion Street, whereupon it measures for a distance of Fifty-five (55') feet; on the South by Lot 41-A, whereupon it measures for a distance of One hundred forty (140.0') feet; and on the West by lands now or formerly of McCreery Land and Investment Company, wereupon it measures for a distance of Fifty-five (55.0') feet, be all measurements a little more or less.

Richland County TMS: 11305-14-10

Property Address: 201 South Marion Street

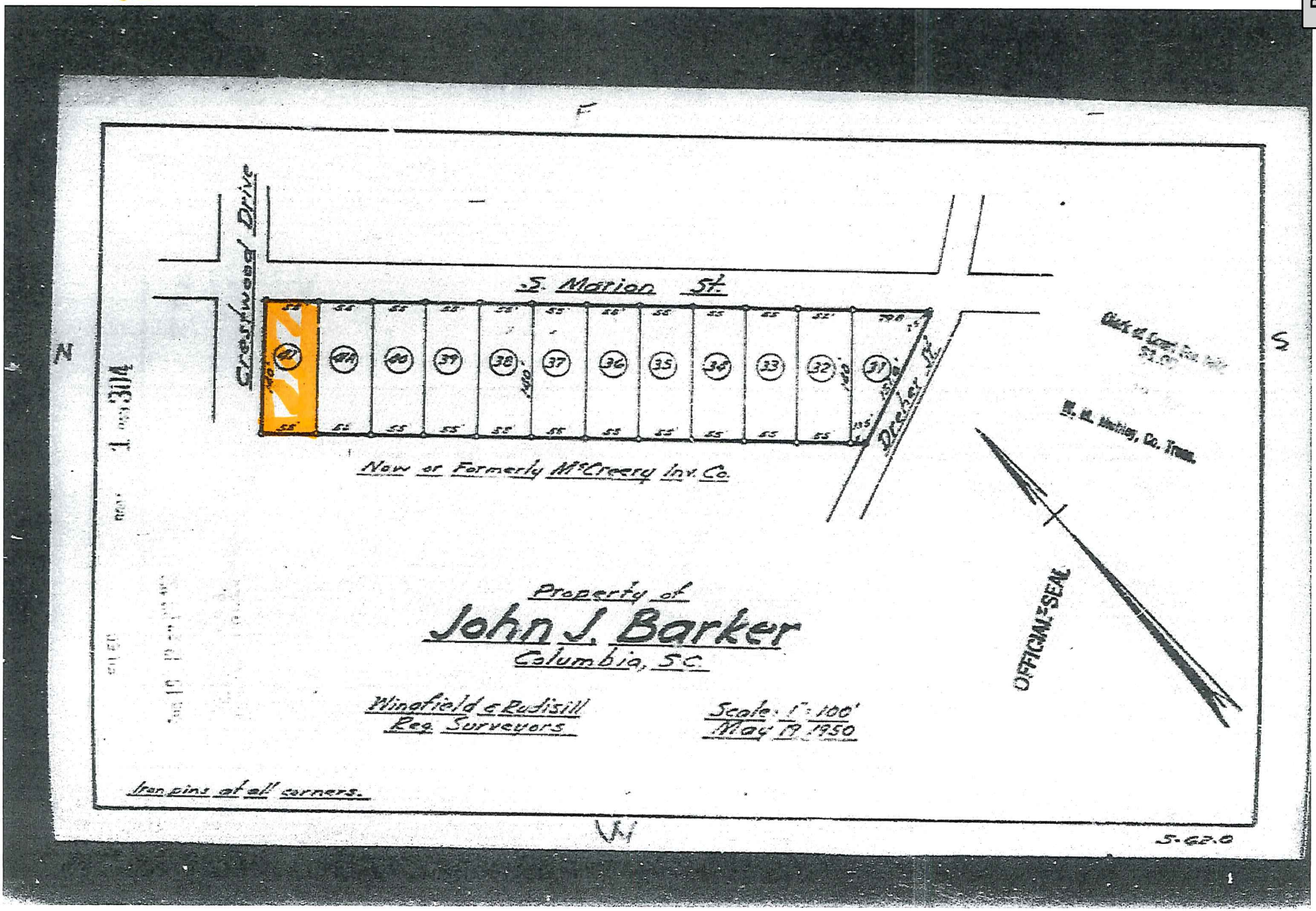
University of South Carolina

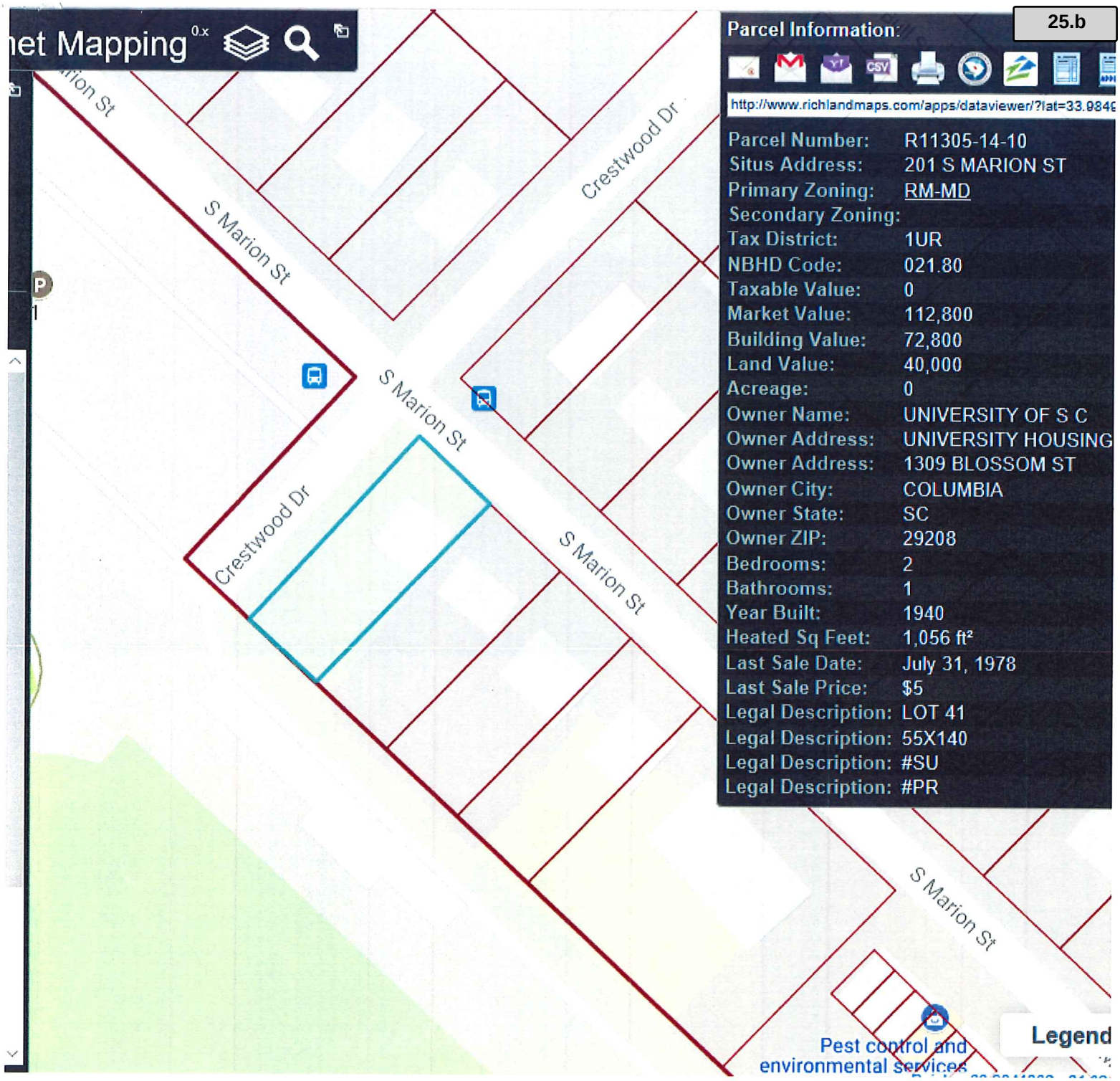
BY: _____ Date: JUL 24 2018

J. CANTEY HEATH, JR.
SECRETARY, UNIVERSITY OF S.C.
(Print or Type Name)

Its: _____
(Print or Type Title)

= Property to be annexed




net Mapping
Parcel Information:
http://www.richlandmaps.com/apps/dataviewer/?lat=33.9849
Parcel Number: R11305-14-10
Situs Address: 201 S MARION ST
Primary Zoning: RM-MD
Secondary Zoning:
Tax District: 1UR
NBHD Code: 021.80
Taxable Value: 0
Market Value: 112,800
Building Value: 72,800
Land Value: 40,000
Acreage: 0
Owner Name: UNIVERSITY OF S C
Owner Address: UNIVERSITY HOUSING
Owner Address: 1309 BLOSSOM ST
Owner City: COLUMBIA
Owner State: SC
Owner ZIP: 29208
Bedrooms: 2
Bathrooms: 1
Year Built: 1940
Heated Sq Feet: 1,056 ft²
Last Sale Date: July 31, 1978
Last Sale Price: $5
Legal Description: LOT 41
Legal Description: 55X140
Legal Description: #SU
Legal Description: #PR
S Marion St
Crestwood Dr
Legend
Pest control and environmental services

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 2519, 2521 and 2523 Read Street, TMS# 11509-12-05**

PURPOSE: **Council District: 2**

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3) 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA_Read2519 (PDF)

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
2519, 2521 and 2523 Read Street, TMS# 11509-12-05

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Marcus Robinson, Robinson Group

Staff Recommendation: Approval

PC Recommendation: 07/09/2018; Deferred (Applicant revised application to apply for C-2 instead of C-3)
08/06/2018; Approval (5-0)

ZPH, 1st Reading: 09/18/2018; Pending

2nd Reading: 10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.09 acres
Current Use: Barbershop/Vacant
Proposed Use: General Office Space
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: General Residential District (RG-2)
Proposed Zoning: Neighborhood Commercial District (C-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area for *A Plan for the Redevelopment of East Central City* (2004). General recommendations of the plan include the preservation of the traditional single-family "core" neighborhoods; the creation of centralized neighborhood activity nodes; the preservation, enhancement, and creation of public open space; and the creation of a pedestrian friendly environment. The Plan proposed a future land use of detached single family residential (low density) for the subject property (Section 4C, page 12). The subject property is located within Cluster Four as defined by the plan, and is not within an area identified for an Activity Node (Section 4C, page 12). The subject property is located within a Tier Three Catalyst Project (Catalyst 4-4), which recommends that the site should be developed as single-family detached residential housing (Section 5, page 39).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Residential District (RG-2). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the North, West, and South and General Commercial District (C-3) to the East.

The proposed zoning district is Neighborhood Commercial District (C-2).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the property from RG-2 to C-2.

01/29/2017

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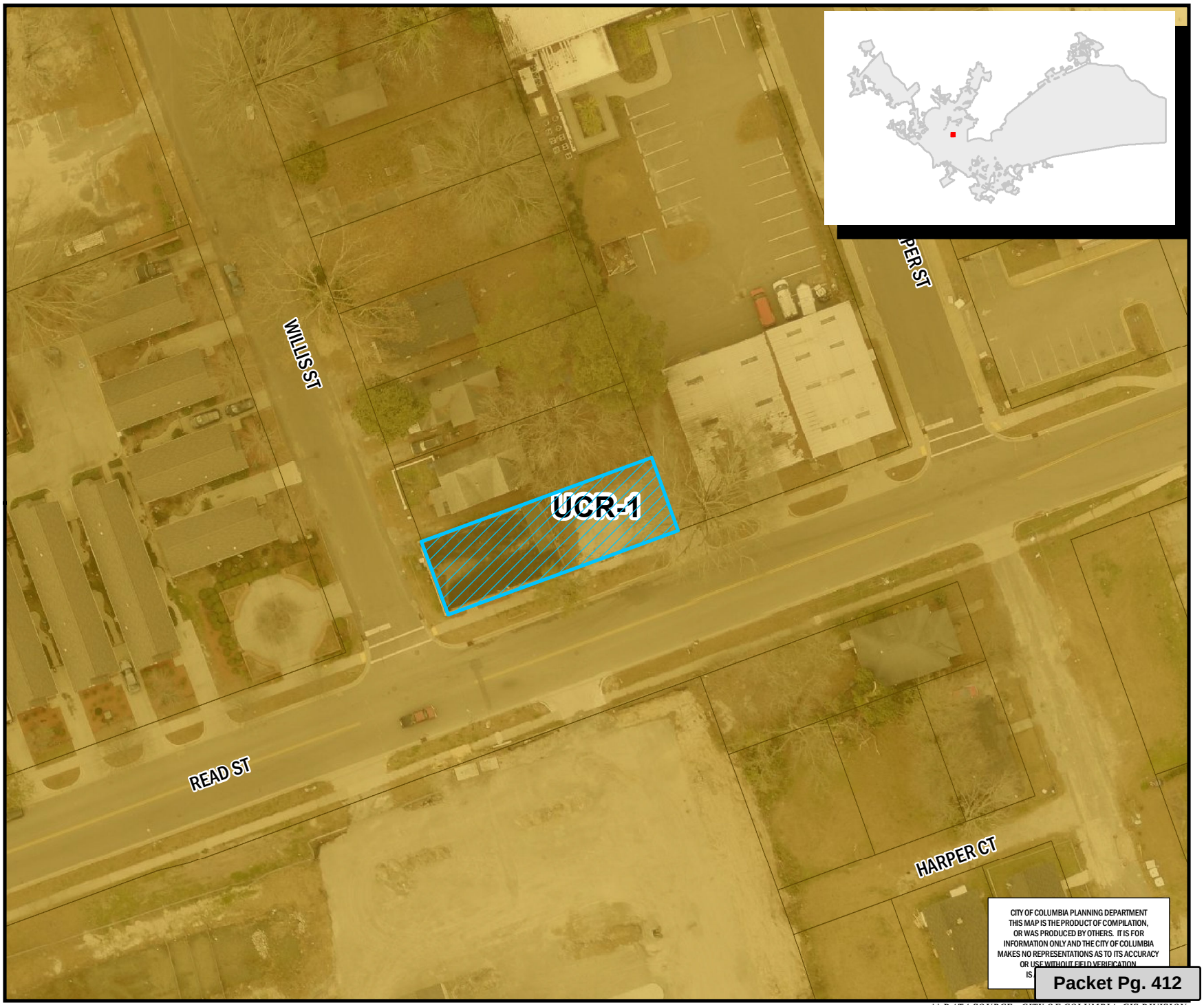
Future Land Use Map

2519, 2521 and 2523 Read Street, TMS# 11
Existing FLU: UCR-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 29, 2018

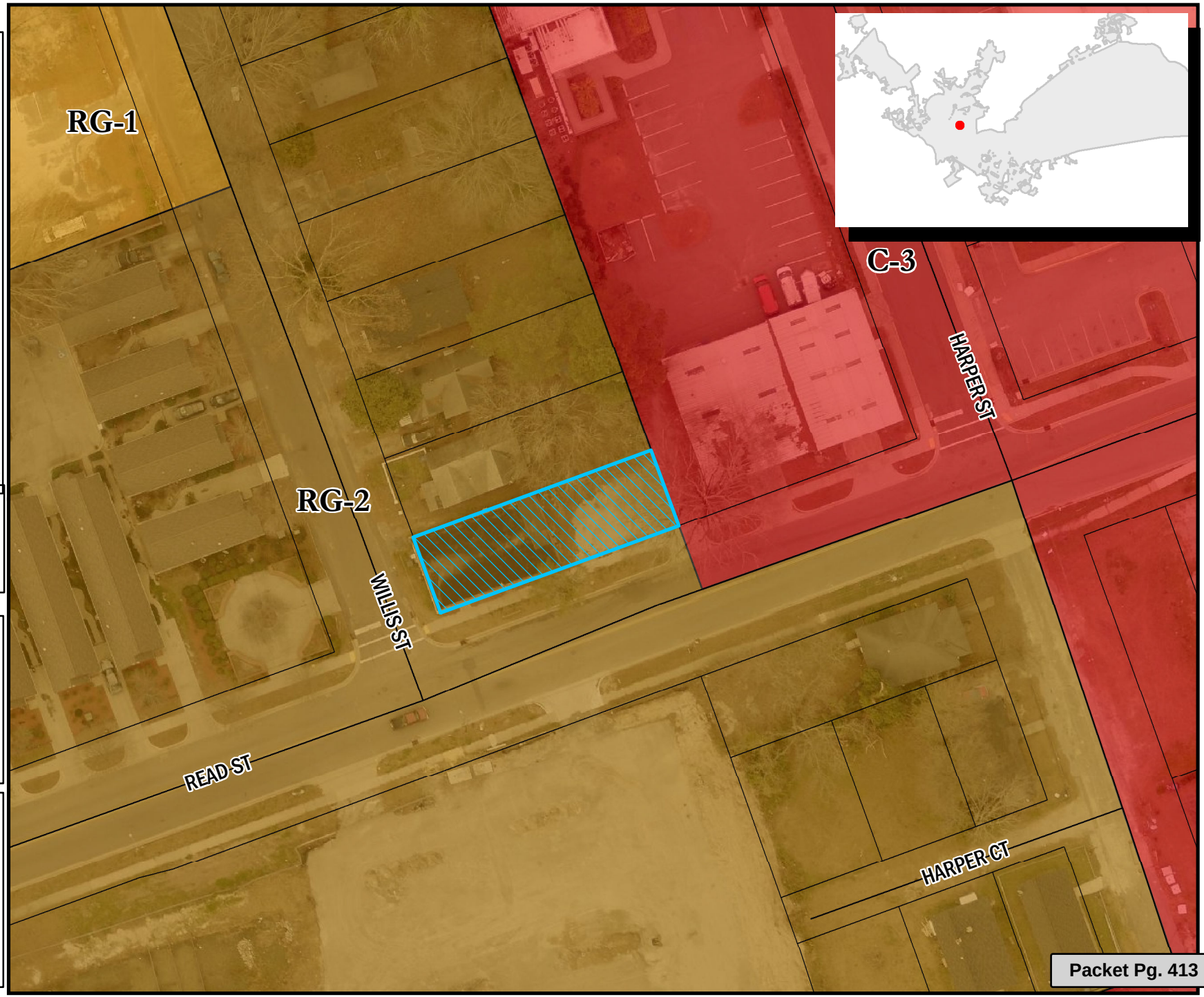
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2519, 2521 and 2523 Read Street; TMS# 11509
Existing Zoning: RG-2, Proposed Zoning: C-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 29, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetary subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studies, portrait

Fraternity and sorority houses

Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agences
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family siocial services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling

Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Map Amendment - 0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01**

PURPOSE: **Council District: 1**

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

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

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

CITY COUNCIL

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
0.07 acres N/S Carola Avenue (PUD including: 822 Carola Avenue, 821 Carola Avenue, 907 Carola Avenue, 4914 Pinner Road, and 1.55 acres W/S Barton Street), TMS# 11701-12-24(p), 09313-07-03, 09313-06-10, 11701-12-22, 09313-06-02 and 09216-07-01

Council District: 1

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

Applicant: David Barry

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

ZPH, 1st Reading: 09/18/2018; Pending

2nd Reading: 10/02/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .07 acres to be rezoned (PUD-R is +/- 20 acres)
Current Use: Mixed-Use
Proposed Use: Mixed-Use and Single-Family Residential
Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current Zoning: Planned Unit Development – Residential District (PUD-R)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R) and Single-Family Residential District (RS-3)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Mixed Residential (UEMR) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City of 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 accomodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types
- Single-family Detached

Secondary Types
- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types
- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property falls within the study area for two plans adopted by the City of Columbia: the *Villages of North Columbia* (2005) and the *Walkable 29203: Pedestrian Master Plan* (2017).

The subject property falls within Cluster Three as defined by the *Villages of North Columbia* (Section 2, Page 49) and the proposed College Village (Section 3, Page 97). It is also located within a five minute walking distance of the N. Main St. at Columbia College Dr. moderate activity node (Section 3, Page 81). The property is located along the edge of two different recommended future land use types – Low-Density Residential (Single-Family, Detached Homes) to the southeast along Carola, and Greenspace (Parks, Greenways) to the northwest along Carola. There is no catalyst project identified for the subject property by the Plan.

The *Walkable 29203: Pedestrian Master Plan* does not make a specific recommendation for the subject property. However, the Plan does recommend an unsignalized spot improvement be made between Barber and Dale Drive at the athletic field. The Plan also makes broad program and policy recommendations which focus on improving the walkability of the area as well as access to recreational opportunities and healthy food outlets.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Planned Unit Development-Residential District (PUD-R) to the North and Single-Family Residential District (RS-3) to the East, South and West.

The proposed zoning district is Planned Unit Development-Residential (PUD-R) and Single-Family Residential District (RS-3). The original Planned Unit Development-Residential does not reference 11701-12-24(p) as it was a right-of-way at the time. It is now a parcel of record and split-zoned, PUD-R and RS-3.

Planned Unit Development- Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.
(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(b) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council to grant the rezoning of the property from PUD-R to PUD-R & RS-3.

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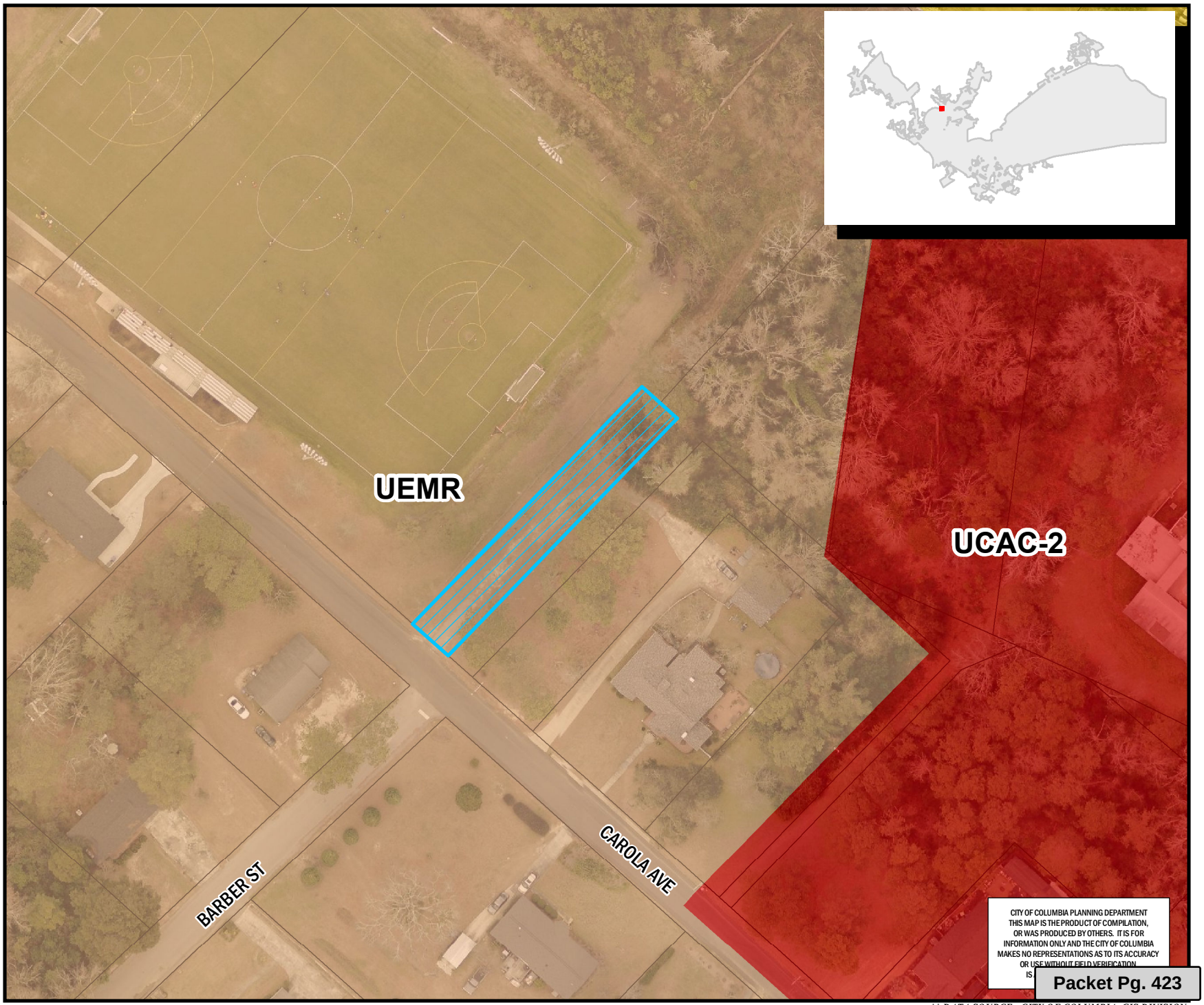
Future Land Use Map

0.14 acres N/S Carola Avenue, TMS# 11
Existing FLU: UEMR

27.a

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

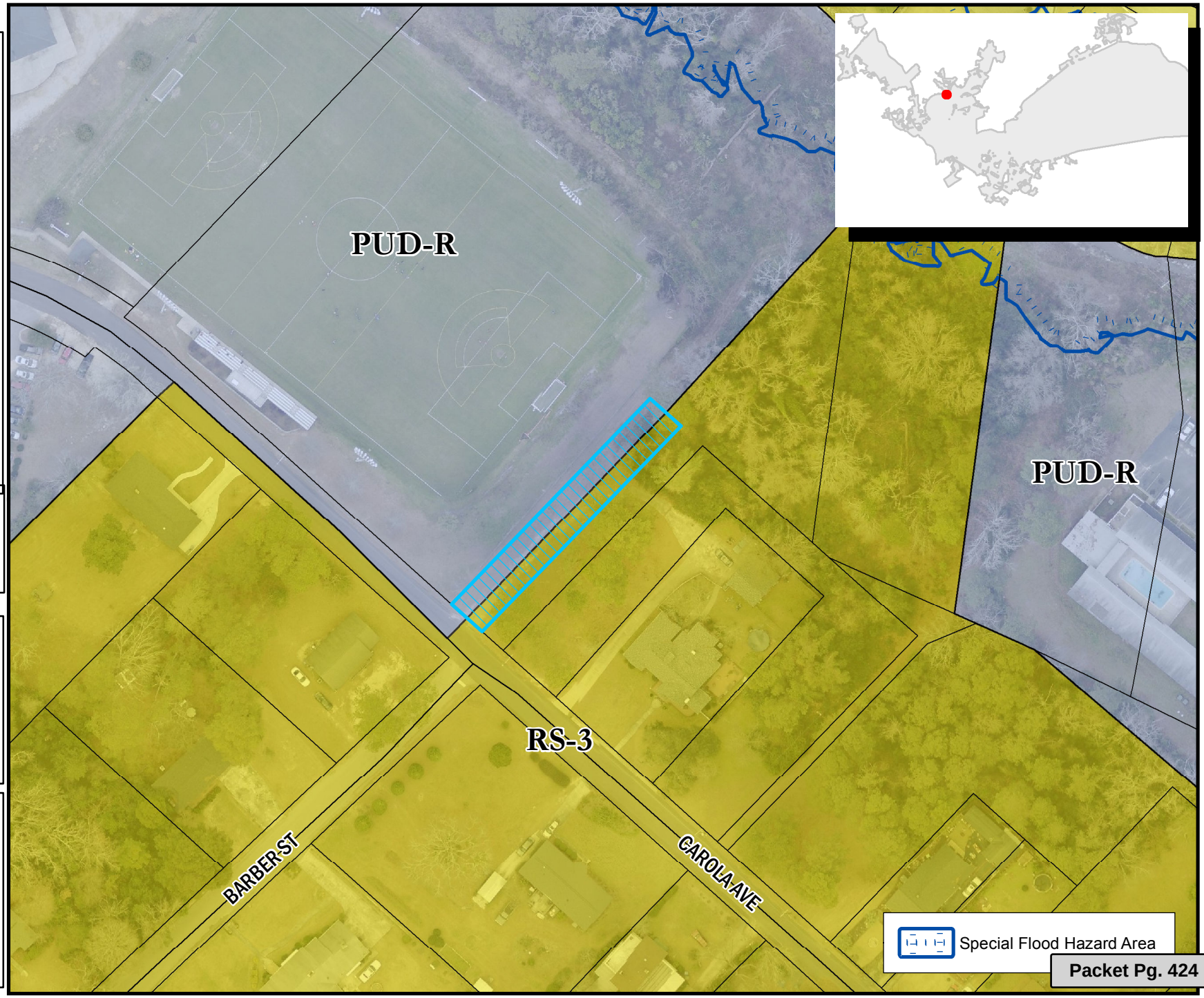
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

0.14 acres N/S Carola Avenue, TMS# 11701-12-
Current Zoning: PUD-R & RS-3, Proposed Zoning: RS-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Table of Permitted Uses RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Text Amendment - Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks**

PURPOSE: **Ordinance No.: 2018-053 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station**

Proposal: Amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 1, Amend §17-55 - Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** TA-Public Bicycle Sharing _17-55 (PDF)
- #b: 2018-053 amend Sec-17-55 Definitions to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station (PDF)

City Council

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-55 to Add Definitions to Facilitate Public Bike Share Kiosks

Proposal:	Amend the text of §17-55 to add definitions of *Public Bicycle-Sharing Service* and *Public Bicycle-Sharing Station.*
Applicant:	Krista Hampton, Director of Planning and Development Services
Pertinent Section:	Chapter 17, Article III, Division 1, Amend §17-55 – Definitions
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (5-0)
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

DETAIL

The City of Columbia is working with sponsors to launch a bike share system. The system includes bike docks and wayfinding kiosks on which is located advertising from the sponsors and others. Generally, advertising must relate to goods and services on which the message is located. This proposed text amendment, in conjunction with exempting bike share signage from the definition of a sign, would permit sponsorship and advertising messages on kiosks associated with public bike share in the right-of-way and private property.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request to amend the text of §17-55 to add definitions of Public Bicycle-Sharing Service and Public Bicycle-Sharing Station.

DIVISION 1. GENERALLY

Sec. 17-55. Definitions.

Public Bicycle-Sharing Service. A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

Public Bicycle-Sharing Station. A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-053

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station

BE IT ORDAINED by the Mayor and Council this 4th day of April, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 1, Generally, Sec. 17-55 Definitions, is amended to add Public Bicycle-Sharing Service and Public Bicycle-Sharing Station to read as follows:

Sec. 17-55. Definitions.

Public Bicycle-Sharing Service. A system operated under the auspices of a program administered and/or approved by the City of Columbia whose function is to provide the general public with opportunities to rent bicycles on a short-term basis for use within the city or region.

Public Bicycle-Sharing Station. A bicycle sharing facility placed or constructed by a Public Bicycle-Sharing Service on public or private property where bicycles are stored and from which members of the public may rent bicycles as part of a Public Bicycle-Sharing Service including objects or equipment necessary for or appurtenant to its operation.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001850

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **Zoning Text Amendment - Amend §17-401 to Exempt Signage Associated with Public Bike Share**

PURPOSE: **Ordinance No.: 2018-054 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)**

Proposal: Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 08/06/2018; Approval (5-0)

First reading approval was given on September 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** TA-Public Bicycle Sharing Signage_17-401 (PDF)
- #b: 2018-054 amend Sec 17-401 Definitions to add (7) (Public Bicycle-Sharing Station) (PDF)

City Council

September 18, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-401 to Exempt Signage Associated with Public Bike Share

Proposal:	Amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign
Applicant:	Krista Hampton, Director of Planning and Development Services
Pertinent Section:	Chapter 17, Article III, Division 12, Amend §17-401– Definitions
Staff Recommendation:	Approval
PC Recommendation:	08/06/2018; Approval (5-0)
ZPH, 1st Reading:	09/18/2018; Pending
2nd Reading:	10/02/2018; Pending

DETAIL

The City of Columbia is working with sponsors to launch a bike share system. The system includes bike docks and wayfinding kiosks on which is located advertising from sponsors and others. Generally, advertising must relate to goods and services on which the message is located. This proposed text amendment, in conjunction with defining public bike share and stations, would permit sponsorship and advertising messages on kiosks associated with public bike share in the right-of-way and private property.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request to amend the text of §17-401 to exclude signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station signage from the definition of Sign.

DIVISION 12. SIGNS

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

(1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.

(2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.

(3) Legal notices, identification, information or directional signs erected or required by governmental bodies.

(4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.

(5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.

(6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.

(7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-054

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, to add (7)

BE IT ORDAINED by the Mayor and Council this 4th day of April, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III Zoning, Division 12, Signs, Sec. 17-401 Definitions, Sign is amended to add (7) to read as follows:

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

(1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.

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(7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001854

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Community Development**

FROM: ***Gloria Saeed, Director***

SUBJECT: **Community Development DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER) / Final Public Hearing - Ms. Dollie Bristow, Community Development Administrator**

REQUISITION NO.: **Dollie Bristow**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Agenda Request Memo for CD Draft 2018 CAPER (PDF)
- #b: 2017CAPER_Draft952018 (PDF)

We Are Columbia

INTER OFFICE MEMORANDUM

DATE: September 5, 2018

TO: Erika Moore, City Clerk
Missy Gentry, Assistant City Manager

FROM: Gloria Saeed, Community Development Director

SUBJECT: Request for City Council Agenda - September 18, 2018– Community Development DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER)/Final Public Hearing

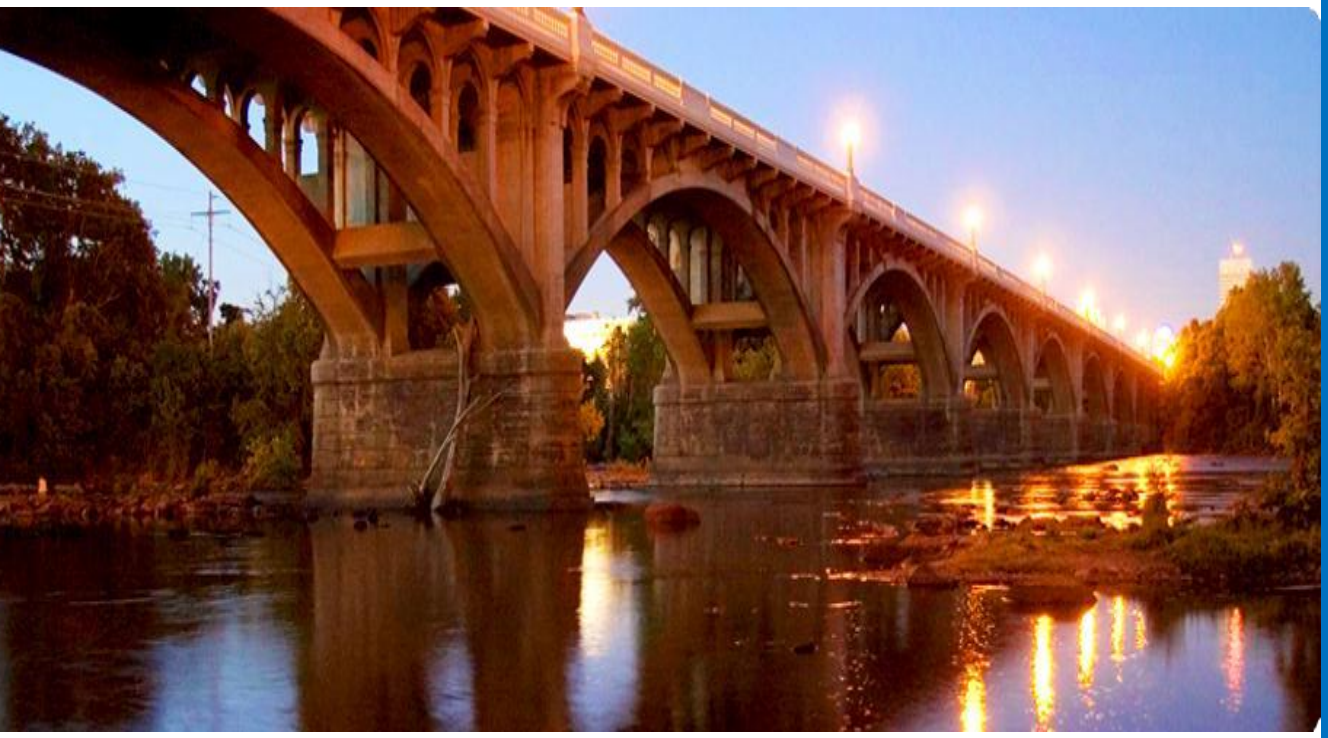
We are requesting to have the attached DRAFT 2018 Consolidated Annual Performance Evaluation Report (CAPER) presented to City Council and to hold the final Public Hearing for the 2018 CAPER Performance Review process at the September 18, 2018 City Council meeting.

A brief presentation will be given and City Council will be asked to approve submission for the 2018 CAPER Draft to HUD along with all citizen comments received during the 30-day comment period. The first public hearing was held on August 30, at 6:00 p.m.

Please contact me at 545-3766 or Dollie Bristow at 545-3371 or ddbristow@columbiasc.net if you have any questions regarding this information.

Thank you.

Consolidated Annual Performance and Evaluation Report (CAPER) 2017-2018



We Are Columbia

DRAFT

COMMUNITY DEVELOPMENT
CITY OF COLUMBIA

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Community Development Department
1225 Lady Street, Suite 102
Columbia, South Carolina 29201
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Honorable Stephen K. Benjamin
Mayor

Council Members
Honorable Sam Davis, District 1
Honorable Tameika Isaac-Devine, At-Large Honorable
Moe Baddourah, District 3
Honorable Howard E. Duvall, Jr., At-Large
Honorable Edward H. McDowell, Jr. District 2
Honorable Daniel Rickenmann, District 4

Teresa Wilson
City Manager

Gloria Saeed
Community Development Director

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) is an end-of-year requirement of the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to provide an overall evaluation of federally-funded activities and accomplishments to HUD and the community. The performance report was prepared with public review and comment for Fiscal Year 2017-2018 CAPER and will be submitted electronically to HUD via the Integrated Disbursement and Information System (IDIS) prior to September 30, 2018. IDIS is the reporting system for formula grant programs: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons with AIDS (HOPWA). During FY2016-17, the City of Columbia is reporting on the outcomes of four (4) priority needs and thirteen (13) major goals and progress made through various projects and activities carried out through the strategic and annual action plan. The priority needs were established in the 5-year Consolidated Plan and are 1) Improving Affordable Housing; 2) Expanding Economic Opportunities; 3) Providing for Suitable Living Environments; and 4) Improving the Capacity of Area Housing & Community Service Providers. Goals Summary Information : 1) Provide Homebuyer Opportunities 2) Increase and Improve the Supply of Affordable Rental Housing, 3) Assist Homeowners with Needed Repairs, 4) Provide for Special Needs Housing; 5) Promote Fair Housing, 6) Provide Support to New and Expanding Businesses, 7) Provide Job Training and Job Placement Services, 8) Improve Access to Economic Opportunities, 9) Improve Access to Housing Opportunities, 10) Decrease Vacancy and Blight, 11) Reduce Hazards in Homes, including Lead-Based Paint, Mold, and Asbestos, 12) Improve the Availability of Public Services and Facilities, 13) Increase Capacity of Housing and Service Providers.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5yr Strategic Plan	Actual – 5yr Strategic Plan	Percent Complete	Expected 2017 Program Year	Actual 2017 Program Year	Percent Complete

Assist Homeowners with Needed Repairs	Affordable Housing	CDBG: $329891	Homeowner Housing Rehabilitated	Household Housing Unit	100	70	70.00%	25	62	248.00%
Improve Access to Economic Opportunities	Non-Housing Community Development	CDBG: $268617	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	895	89.50%	250	250	100.00%
Improve Access to Economic Opportunities	Non-Housing Community Development	CDBG: $268617	Businesses assisted	Businesses Assisted	10	12	120.00%	25	9	36.00%
Improve Access to Housing Opportunities	Affordable Housing Non-Housing Community Development	CDBG: $79655	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	2500	1750	70.00%	500	450	90.00%
Improve Services, Facilities, & Infrastructure	Non-Housing Community Development	CDBG: $946466	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	1500	60.00%	500	0	0.00%
Improve Services, Facilities, & Infrastructure	Non-Housing Community Development	CDBG: $946466	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	1300	52.00%	500	600	120.00%

Increase and Improve Affordable Rental Supply	Affordable Housing Homeless	HOME: $401675	Rental units constructed	Household Housing Unit	55	0	0.00%	20	0	0.00%

Increase and Improve Affordable Rental Supply	Affordable Housing Homeless	HOME: $401675	Rental units rehabilitated	Household Housing Unit	100	20	20.00%	20	7	35.00%
Increase Capacity of Service Providers	Non-Housing Community Development	CDBG: $101750 / HOPWA: $1585847 / HOME: $42882	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	500	20.00%	500	500	100.00%
Increase Capacity of Service Providers	Non-Housing Community Development	CDBG: $101750 / HOPWA: $1585847 / HOME: $42882	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	500	671	134.20%	100	89	89.00%
Promote Fair Housing	Affordable Housing	CDBG: $539546	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	2500	2500	100.00%	500	500	100.00%
Provide for Special Needs Housing Opportunities	Affordable Housing	HOPWA: $1141154	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	80	100	125.00%	20	89	445.00%
Provide for Special Needs Housing Opportunities	Affordable Housing	HOPWA: $1141154	Homeless Person Overnight Shelter	Persons Assisted	500	750	150.00%	50	50	100.00%
Provide for Special Needs Housing Opportunities	Affordable Housing	HOPWA: $1141154	Homelessness Prevention	Persons Assisted	240	379	157.91%	150	289	192.67%

Provide for Special Needs Housing Opportunities	Affordable Housing	HOPWA: $1141154	Housing for People with HIV/AIDS added	Household Housing Unit	200	3	1.5%	0	0	0%
Provide for Special Needs Housing Opportunities	Affordable Housing	HOPWA: $1141154	HIV/AIDS Housing Operations	Household Housing Unit	50	13	26%	0	0	0%
Provide Homebuyer Opportunities	Affordable Housing	CDBG: $381641 / HOME: $508472	Homeowner Housing Added	Household Housing Unit	50	38	76.00%	16	19	118.00%
Provide Homebuyer Opportunities	Affordable Housing	CDBG: $381641 / HOME: $508472	Direct Financial Assistance to Homebuyers	Households Assisted	50	38	76.00%	16	19	118.00%
Provide Job Training & Job Placement Services	Non-Housing Community Development	CDBG: $132657	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	89	17.80%	100	89	89.00%
Provide Job Training & Job Placement Services	Non-Housing Community Development	CDBG: $132657	Jobs created/retained	Jobs	5	5	100.00%	5	5	100.00%
Provide Job Training & Job Placement Services	Non-Housing Community Development	CDBG: $132657	Businesses assisted	Businesses Assisted	10	12	120.00%	10	12	120.00%

Provide Support to New and Expanding Businesses	Non-Housing Community Development		Jobs created/retained	Jobs	5	5	100.00%	0	0	0%
Provide Support to New and Expanding Businesses	Non-Housing Community Development		Businesses assisted	Businesses Assisted	20	21	105.00%	10	9	90%
Reduce Hazards in Homes	Affordable Housing	CDBG: $51750 / HOME: $107206	Rental units rehabilitated	Household Housing Unit	0	7	700%	5	7	140.00%
Reduce Hazards in Homes	Affordable Housing	CDBG: $51750 / HOME: $107206	Homeowner Housing Added	Household Housing Unit	125	34	27.2%	25	17	68%
Reduce Hazards in Homes	Affordable Housing	CDBG: $51750 / HOME: $107206	Homeowner Housing Rehabilitated	Household Housing Unit	60	62	103.33%	15	62	413.33%
Reduce Vacancy and Blight	Non-Housing Community Development	HOME: $42882	Buildings Demolished	Buildings	50	5	10.00%	10	5	50.00%
Reduce Vacancy and Blight	Non-Housing Community Development	HOME: $42882	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	50	0	0.00%	10	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

30.b

The City's FY 2015-2019 Consolidated Plan and FY 2017-18 Action Plan identified the four (4) priority need areas: (1) Improving Affordable Housing Options, (2) Expanding Economic Opportunities, (3) Providing for Suitable Living Environments, (4) Improving the Capacity of Area Housing & Community Service Providers. These funding priorities were established based on the housing and community development needs identified through public and stakeholder input, the housing market analysis and the analysis of special populations. All of the proposed funding priorities serve low- and moderate-income households in the City of Columbia. The City uses 95% of CDBG funding to benefit the LMI population. In addition, the activities served special needs populations including: seniors, persons with disabilities, persons experiencing homelessness and at risk of homelessness, persons living with HIV/AIDS, at risk children and youth, housing authority residents, and persons returning to the community from correctional institutions and/or with criminal histories.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 - Table of assistance to racial & ethnic populations by source of funding

	CDBG	HOME	HOPWA
Race:			
White	14	6	48
Black or African American	61	32	413
Asian	7	0	0
American Indian or American Native	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0
Total	82	38	461
Ethnicity:			
Hispanic	0	0	4
Not Hispanic	82	38	457

Narrative

The City of Columbia identifies priority needs and offers services and programs to eligible households regardless of race or ethnicity. The table above is incomplete at this time as we are still gathering data on the composition of families assisted during the reporting period. An extensive outreach to the Hispanic population was done to include the Disaster Recovery outreach efforts. The CDBG-DR Action Plan and Implementation Plan were translated into Spanish. Also, we solicited Spanish translation services to assist in the production of these Plans.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	3,253,736	2,153,052
HOME	HOME	684,739	0
HOPWA	HOPWA	1,315,706	1,229,516
ESG	ESG	0	0
CDBG-DR	CDBG-DR	5,649,440	0

Table 2 - Resources Made Available

Narrative

During program year 2017, the City of Columbia Community Development Department administered CDBG funds through a Notice of Funds Available (NOFA) process. CDBG funding actually made up 64%, HOPWA 24% and HOME 12% of the overall source of entitlement funding that was available for FY 2017-2018. The amount available for FY 2017 CDBG was $3,253,736 of which $949,114 was new entitlement, $47,797 was prior year funding and $2,256,845 was Program Income (PI). CDBG expenditures totaled $2,153,052 which is reflected in the table. The amount available for FY2017 HOME was $684,739 of which $434,739 was new entitlement, $250,000. HOME had no expenditure, however all 2017 funds were committed to a HOME eligible affordable housing project. The amount available for HOPWA was $1,315,706 and expenditures totaled 1,229,516 which is reflected in the table. The total cumulative 2017 resources available is $7,652,334 which is $2,734,000 in CDBG, $1,273,000 in HOME and $3,645,334 HOPWA funds.

As shown in the PR-26 CDBG Financial Summary Report which is located at the end of this CAPER report, the City is within both the 20% Administration & Planning cap at (17.53%) and the 15% Public Service Cap at (13.78%). Additionally, 82.44% of all expenditures made during the fiscal year were for low/mod benefit which exceeds the 70% benefit cap.

Additionally, during the reporting period program income funds were designated for City public-use projects and were used prior to expending entitlement funds. Also, approximately a total of $650,000 in HOME program income is scheduled for obligation to eligible activities in the 2018 Annual Action Plan year. The city also used private matching dollars for the required HOME match for the homebuyer assistance program.

Identify the geographic distribution and location of investments

Table 3 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Booker Washington Heights Neighborhood Revitalization Area	41.4%	0	Youth Skill Building, Booker Washington Heights Acquisition & Demolition Project
Farrow Road Business Corridor	14.6%	0	OBO Commercial Redevelopment & Retention
EDISTO COURT TARGET AREA	11.6%	0	Columbia Development Corporation Sidewalk Project
King - Lyon Street Redevelopment Area	32.4%	0	King/Lyon Acquisition & Demolition Project

Housing Activities

City of Columbia City Limits	100%	99.43%	Administration, Affordable Housing Loan Program, City Lender I Housing Loan Program

Narrative

During the 2017 fiscal year, zero CDBG investment was distributed in the proposed geographic locations with the exception of housing activities which 99.43% of allocated funds were distributed citywide. The Booker-Washington Heights Redevelopment Area commercial kitchen architecture design was completed. However, the Youth Build: Learn to Build a House Job Training Project and the Columbia Development Corporation Sidewalk Projection were both de-obligated of CDBG funding. Additionally, the Booker Washington Heights Acquisition & Demolition project, the King-Lyon Street Acquisition & Demolition Project and the OBO Commercial Redevelopment & Retention Project were all extended until December 2018. These extensions were granted in part due to the delay in the Congressional release of HUD funding and approval of the 2017 Annual Action Plan; and the extended Environmental Review Process as mandated by the HUD Regional Environmental Review Officer.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Columbia uses Revolving Loan funds that help carry out the priority needs and activities identified in the Consolidated Plan and this Annual Action Plan. Revolving loan funds are separate funds (independent of other CDBG program accounts) set up for the purpose of carrying out specific activities. Also, the City provides in-kind services, general funds for operating costs, furnishings and equipment, and real property to carry out the activities identified in the Consolidated Plan and this Plan. City funds have been used to establish a General Fund Revolving Loan Funds separate from federal dollars that have leveraged over $18 million private bank funds over the last five years. City general funds are used for a variety of city projects in which CDBG funds are proposed. Projects included administrative salary for acquisition and demolition projects, and economic development. Additionally, the Community Development Department solicits sponsorship revenue to support the many community programs and trainings that are held during the program year.

During the 2017-2018 fiscal year, the City of Columbia has leveraged over $6.68 million from various sources such as Housing Loans (City Lender I & II), Community Development Block Grant (CDBG) activities and other community investment projects and HOPWA programs. CDBG leveraged over $200,000, HOPWA leveraged over $2.9 million, and Housing Program leveraged over $3.58 million. Additionally, the Community Development Housing Division had $10,050,000 million in bank commitments from various sources for its housing initiative. During the reporting period, the City Housing Program reported seven (7) and increasing the City's capacity to offer loans making housing affordable. Private lenders include Wells Fargo, First Citizens, Security Federal Bank, Bank-Branch-&Trust, Synovus, South State Bank and Palmetto Citizens Federal Credit Union.

HOME match is satisfied through private lenders contributions to the City's affordable housing loan program for homebuyers. The City partners with its seven (7) local lenders that provide mortgage financing to eligible borrowers at reduced interest rates. The City calculates match using the difference between the interest rate the borrower is receiving through obtaining the City's financing and the interest rate that they would have normally received if they had received financing solely through the partner lender. The difference in payment over the life of the loan is what the City uses as match requirement. The amount of match required equals 12.5% of the amount drawn down for HOME projects during the Federal reporting period. The Match report reflects that for 2017 City had zero contribution. Total excess match carried over to the next federal fiscal year in reserve carry over is $6,911,021.

Additionally, during the reporting period program income funds were designated for City public-use projects and were used prior to expending entitlement funds. Also, approximately $650,000 in HOME program income was designated to complete the eligible activities in the 2018 Annual Action Plan year.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	6,911,021
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	6,911,021
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	6,911,021

Table 4 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

Table 5 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
89,261	947,774	947,774	0	89,261

Table 6 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

	Total	Minority Business Enterprises				White NonHispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black NonHispanic	Hispanic	
Contracts						
Dollar Amount	432,702	0	0	432,702	0	0
Number	32	0	0	32	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	Women Business Enterprises	Male
Contracts			
Dollar Amount	158,809	158,809	0
Number	13	13	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 7 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White NonHispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	2	0	0	1	1	0

Dollar Amount	318,033	0	0	243,008	75,025	0

Table 8 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White NonHispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 9 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	25	25
Number of Non-Homeless households to be provided affordable housing units	317	150
Number of Special-Needs households to be provided affordable housing units	87	74
Total	**429**	**249**

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	87	74
Number of households supported through The Production of New Units	55	0
Number of households supported through Rehab of Existing Units	272	160
Number of households supported through Acquisition of Existing Units	15	15
Total	**429**	**249**

Table 11 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The goals set for housing were post-flood disaster, therefore the outcomes are slightly higher for homeowner rehabilitation. We anticipate that once our CDBG-DR housing program is up and running our

numbers will increase over the next fiscal year. The CDBG-DR Action Plan Substantial Amendment was approved in January 2018 and DR programs are now underway. The number of homeless households provided affordable housing units actually exceeded our goal due to the Housing First Program that housed 52 persons not including 12 children as a part of the families served. During the reporting period 15 new clients were served. The FY 2017-18 housing accomplishments are illustrated below.

FY2017-18 Housing Accomplishments

Housing Programs	Loan Fund	Number Closed	City Contribution	Amount Leveraged (Partner Banks)	Total Financed
Affordable Housing	HOME	15	$1,750,150.00		$1,750,150.00
City Lender I	CDBG	5	$127,680.00	$458,420.00	$586,100.00
City Lender II	GF	19	$602,270.00	$2,358,698.00	$2,960,968.00
Employee	GF	4	$254,625.00	$763,875.00	$1,018,500.00
MAP	CDBG	1	$22,650.00		$22,650.00
Totals		44	$2,757,375.00	$3,580,993.00	$6,338,368.00

Discuss how these outcomes will impact future annual action plans.

The City has been awarded $26 million dollars in CDBG-DR funding over the next six (6) years (20162021) and approximately 63.40% has been obligated for housing related programs that will regenerate the affordable housing stock within the City of Columbia. This will greatly impact the availability of affordable housing to extremely low-moderate income persons and should increase our outcome numbers. The CDBG-DR Action Plan which details the unmet need as well as details the programs that will be utilized to address the unmet needs was submitted to HUD on September 20, 2016 and was approved on January 25, 2017.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	19	0
Low-income	18	0
Moderate-income	212	0
Total	**249**	**0**

Table 12 – Number of Households Served

Narrative Information

Through the CDBG Program (Affordable Housing & City Lender Loans, Homeless No More, & Fast Forward) the City assisted 19 Extremely Low Income citizens, 18 Low Income Citizens and 212 Moderate Income Citizens. Additionally, through the Bank On program, the City of Columbia assisted 1426 citizens, Neighborhood Services assisted over 600 persons during the National Night Out Celebration and All Access - Capacity Building Neighborhood event assisted over 100 community residents. Additionally, the Neighborhood Liaison attended over 80 community meetings, served 14 neighborhoods with Action Grants to beautify and improve local communities, and printed over 7,800 flyers to support neighborhood growth and stability.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Columbia actively participated in the local Continuum of Care, Midlands Area Consortium for the Homeless (MACH) by attending monthly planning meetings and engaging in community discussions to address the needs and gaps in services for the homeless and those at risk of homelessness. In addition, was a part of the Midlands Flood Recovery Group formed in November 2015 to coordinate with federal, state, county, and city personnel, as well as nonprofit and volunteer organizations to provide assistance to individuals and families in the Midlands that lack the personal resources to rebuild their homes after the flood. Midlands Flood Recovery Group serves Richland and Lexington Counties. The City used General funds to provide financial assistance and case management to persons at risk of homelessness to maintain their housing stability or person who are currently experiencing homelessness to secure housing stability. The City's Housing First Program housed 52 clients of which 15 were new, continues to provide affordable housing the most hard to reach chronic homeless. The Housing First team works to provide intensive case management to clients who are historically difficult to engage. The services that we provide are crucial so that clients avoid returning to homelessness. Housing First staff provides and facilitates case management, outreach, medical adherence, mental health and substance abuse support services. Comprehensive, outcome-focused case management allows for linkage to resources including but not limited to primary medical care, Social Security benefits, health insurance, vocational rehabilitation, SNAP benefits, dental care, vision care, and prescription assistance The chart below indicates the total clients housed during FY2016-17.

Addressing the emergency shelter and transitional housing needs of homeless persons

Columbia City Council approves an annual award to United Way of the Midlands (UWM) to Improve Regional Coordination of Homeless Services in the Midlands. The award was made in partnership with Midlands Area Consortium for the Homeless (MACH), the community's homeless coalition. In addition to the award for coordination, the UWM managed the Inclement Weather Shelter from November 2017 through March 2018. The contracts to improve regional coordination and operate the winter shelter were renewed for the 2017-18 fiscal year. To follow is a report on activities July 2017 – June 2018 UWM serves as lead agency for the Midlands Area Consortium for the Homeless (MACH) the 14-county regional coalition and continuum of care for homeless services in the Midlands. UWM and MACH are partnered in improving quality and coordination of care in the Midlands. UWM also partnered with City Center Partnership, the Midlands Housing Trust Fund, and the SC National Alliance for the Mentally Ill. The Inclement Weather Center is contracted to open between November 1st and March 31st when the temperature is expected to be 40 degrees and below according to the National Weather Service. The Center has the flexibility of opening when temperatures are close to 40 degrees with precipitation and on holidays. The IWC serves adult women and men providing a nightly bed stay and food, outreach to link

clients to community resources, hygiene products and shower. Clients arrive at the IWC via transportation coordinated under the contract – walk-ups are not allowed due to the dangerous nature of crossing Huger Street to access the shelter. The IWC first opened for operation this season on November 5th. For the season, the IWC was open 65 nights, served 750 unduplicated clients with 6,355 nights of shelter and a total of 12,710 meals. Participation ranged from a low of 37 clients on February 24th to a high of 181 on March 13th. Of the 750 clients served, 64 (9%) self-identified as veterans, 391 (52%) had a disabling condition, and 163 (22%) identified as chronically homeless. Seventy-eight percent were male and 22% were female. Seventy percent were African American, 27% Caucasian, and 2% identified as 'Other'. Seventeen percent were age 18-30, 40% were age 31-50, 34% were age 51-61 and 8% were older than 62 years. The IWC had 381 clients "dropped off" by City Police and IWC staff made 36 calls to EMS. The IWC was supported by 54 volunteers that assisted with 450 hours of service during the season.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Engagement involves both "in reach" at Transitions' Day Center and outreach to people on the street. Transitions' Day Center offers respite from the weather, meals, laundry and shower facilities and staff encourages guests to take advantage of the services offered by the 40+ partners who provide health care, mental health care, substance abuse treatment, employment and benefits access on site. During the 2016-17 IWC season, 226 IWC clients enrolled in services at Transitions including 172 people who received emergency shelter and 16 people who were permanently housed. An additional 162 referrals to temporary housing and services were made to other agencies. Lack of permanent supportive housing resources and affordable housing options is the greatest barrier to increased placements into housing.

IWC staff provides outreach to those who are unsheltered in the community by visiting known, reported or likely locations where people who are homeless congregate. As of May 8th, IWC staff reported 44 days of outreach to people on the streets. In addition to providing basic needs items like food, hygiene supplies and bus tickets, people have been linked and referred to housing and service providers.

IWC staff also is working to strengthen communication among stakeholders in the community. Staff participates in the monthly meetings coordinated by UWM of local street outreach teams and Columbia Police officers. These meetings offer the opportunity to compare information about locations and needs of unsheltered people. Staff attends local homeless coalition meetings and City Center Partnership/Transitions Public Safety meetings. IWC staff maps community encounters to ensure good follow-up with people on the street. When homeless camps are identified, staff outreaches to those at the camps with information about services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Youth in Transition (YIT) Program

Increasing housing and services for youth is also a focus of our work on behalf of the City. UWM continues to coordinate the local effort of over 40 partners to improve services and housing for youth we refer to as "in transition." Typically the youth and young adults are ages 17-24, lack the support to realize their potential and may be exiting foster care, justice systems, be runaways or otherwise without support of a family or guardian. Over the last year, 628 homeless youth 17-24 years were served with some type of housing or service last year (Jan 2016-Jan 2017) in Richland and Lexington Counties. However, we know that many youth do not engage in traditional homeless programs like shelters since those tend to focus on older adult populations.

The group has focused on four issues:

- Data collection and analysis
- Outreach and engagement of youth
- Housing
- Improving the coordination of services

Our goal is simple – stop the cycle of homelessness among youth before they become long-term homeless adults. Our Youth in Transition movement has continually sought input from youth through focus groups high school age and young adult surveys, and a youth leadership program which has developed into a Youth Advisory Board. Also, youth from Transitions developed a 'Youth Pocket Guide' to provide resource information. In the last three years there has been a dramatic expansion of housing, services, and street outreach for youth including 40 new units of youth housing, street outreach, and a youth drop-in center.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Columbia Housing Authority is an autonomous agency, designated by Internal Revenue Service as a 509(a) tax-exempt public charity. Its mission is to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life. The City of Columbia will continue to partner with Columbia Housing Authority to provide safe, affordable housing. The City supports Columbia Housing Authority's plan for homeownership education and counseling and the use of Section 8 vouchers for homeownership. Columbia Housing Authority plans to increase homeownership with 25 new homebuyer families. The City

also supports the Housing Authority's use of Continuum of Care Supportive Housing Program funds for 25 units of permanent supportive housing for homeless persons.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CHA currently has 74 homeowners using a Section 8 Housing Choice Voucher. The CHA was one of the first PHAs in the state to begin this program and it continues to be very successful. The City of Columbia has partnered with CHA on many financial literacy initiatives including Bank On Columbia and the Individual Development Account (IDA) Program.

Actions taken to provide assistance to troubled PHAs

During this reporting period there have been no major problems. The City has included CHA in their Community Development Block Grant Disaster Recovery Unmet Needs Assessment. During the assessment, CHA reported that all major damage their properties had been repaired and no unmet need existed. CHA is a High-Performing Housing Authority (Score 92 out of 100) in HUD's Assessment of PHA Quality.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Columbia is rewriting its Zoning and Land Development Ordinance. The process began in 2014 when the City of Columbia and Richland County gathered extensive community input to shape long-term plans for growth. The rewrite will ensure the city's regulations are aligned with those plans that reflect contemporary zoning best practices, and are more user-friendly. The Future Land Use Map of the Columbia Plan: 2018 will include the property at The Crossing at Woodcreek, Phases One and Two into the City of Columbia. Citizen input is encouraged and input from the advocates for affordable housing such as the Midlands Area Consortium for the Homeless. By participating in MACH, City staff is engaged in setting priorities and planning for the needs of the homeless in Columbia. Through the City's Housing First program, chronically homeless persons have obtained permanent housing and supportive services to maintain housing stability. In addition, an Maintenance Assistance Program (MAP) has been developed to meet needs of homeowners that need repair to make homes more energy efficient. The Individual Development Account (IDA) Program was established to meet the needs of low-moderate income persons that struggle with personal asset building. The IDA's are savings accounts that can be used only for purchasing a first home, capitalizing a small business, or for educational or job training expenses. Accounts are held at local financial institutions. Contributions by lower income participants are matched using both private and public sources to develop financial independence. All participants receive economic literacy

training that includes workshops for cleaning up one's credit, setting up a budgeting and savings schedule, and other basics of money management.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

During the 2017 reporting period, the city completed the CDBG-DR unmet needs assessment and as a result, the lack of affordable housing was the priority unmet need. The 2015 Flood Disaster, further exhausted the availability of affordable housing. Therefore, as an effort to address lack of quality affordable housing stock, City Council prioritized the designated redevelopment areas in order to streamline federal dollars for maximum impact. For Fiscal year 2017 -2019, CDBG dollars will be used for non-public service activities in the following redevelopment areas: Booker-Washington Heights, Edisto Court, King/Lyon Streets, and the Farrow Road Business Corridor which is a small section of the Eau Claire Redevelopment Area.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Columbia's Housing Division within the Community Development Department maintains full compliance with Title X of the 1992 Housing and Community Development Act (24 CFR Part 35) on all housing units assisted with CDBG, HOME or HOPWA funding. The intent of the Federal regulation is to identify and address lead-based paint hazards before children are exposed. The City requires evaluation for lead-based paint hazards of all housing units constructed before 1978 that are slated for repairs, which may disturb any painted surfaces. If lead paint hazards are found during an evaluation, they are addressed through HUD approved interim control or abatement protocol. In particular, the City will comply with EPA regulations regarding the use of certified firms for the painting and/or rehabilitation of housing. Prior to any project receiving funds, City staff will conduct an environmental review and determine if a lead-based paint hazard exists. The City also distributes and maintains documentation of all required information for homes built before 1978, including the EPA Lead-based Pamphlet, Notification of Lead Hazard Evaluation, and notification of Lead Hazard Reduction. During the reporting period, there have been seventeen (17) Lead-Based Paint evaluations completed on homes in our Maintenance Assistance Program (MAP).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Community Development Department addresses the problem of poverty through its strategic goals. Through a holistic approach that combines safe, decent affordable housing for low to moderate income families with social services, education, access to health and employment, the City strives to reduce the poverty rate. The City, as lead agency in the implementation of the Consolidated Plan, will coordinate with local organizations to ensure that goals are met. During the reporting period, the Community Development Department implemented the Fresh Start initiative as a financial literacy component of the Bank On Columbia program. This series of three courses combine budgeting, credit counseling and homeownership to allow the individual and families to learn positive financial strategies that can increase financial stability. Also, during this period the Individual Development Account (IDA) Program increased its enrollment to eight (8) participants that will have access to a 3:1 savings account that will allow each client to their wealth.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Columbia operates under a city manager-council form of government. The City Council consists of seven members, four elected from single-member districts and three at-large members (including the Mayor), for four-year terms. Under this structure, the City Council employs a city manager who is responsible for administrative oversight of all city departments over which Council has authority.

The Community Development Department is in the City Division with the City's Development Corporations, Office of Business Opportunities and the Planning & Development Services. The Community Development Department focuses on Grant Administration and Compliance, Neighborhood Services and Residential Housing Development. The Department's offices are located at 1225 Lady Street in downtown Columbia. During the 2016 program year, Mayor Steve Benjamin and City Council unveiled City Council's Vision Statement and mentioned that citizens should look forward to plans for 2017 that will help spur future growth and sustainability.

Over the course of 2017, City Council members worked diligently to come up with a strategic plan to improve the overall quality of life in the city. That strategic plan, known as City Council's Vision Statement, describes what their ideal state for citizens, businesses, students and tourists will be in the future. It poses as a detailed roadmap that has distinct directions from one destination to the next. It is a complete layout of new ideas and goals for Columbia to reach its full potential. The Envision Columbia statement championed seven (7) focus areas and five (5) goals:

7 FOCUS AREAS

1. Attracting & Retaining New Talent
2. Planning Together
3. Connecting Our Community
4. Empowering Our Residents
5. Economic Prosperity/Endless Possibilities
6. Enhancing Columbia's Neighborhoods
7. Leading the Way in High Quality Municipal Services

5 GOALS

GOAL 1 - Grow opportunities for entrepreneurship, business development and a skilled workforce to achieve a healthy economy

GOAL 2 – Connect the City's neighborhoods and business districts through cohesive land use, infrastructure development, and transportation planning

GOAL 3 – Foster a healthy quality of life focusing on safety, culture, and recreation

GOAL 4 – Collaborate and partner with entities within the Midlands region to become the state's prime destination for residents, visitors, and businesses

GOAL 5 – Provide high quality municipal services, efficiently, effectively, and responsively

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Columbia has strong intergovernmental cooperation with agencies. The City coordinates with Richland and Lexington Counties, the Columbia Housing Authority, local municipalities and neighboring jurisdictions on matters related to housing, economic and community development. Collaboration is ongoing with community stakeholders and partners including neighborhood associations, non-profit agencies and service providers, state and federal agencies, the
Faith-based community, Universities and Colleges, Richland 1 School District, and Health Institutions. The City will engage a professional consultant to provide technical assistance services and programs related to community and economic development projects. The consultant will exercise a multi-disciplined approach to economic and community development projects through their expertise in real estate, industrial financing, bonding, syndications, federal and state funding mechanisms and private sector placement: The focus of this partnership will be to assist the City of Columbia with matching economic development financing needs with the best and most feasible capital resources. The consultant will work with the City to obtain private funding for projects by arranging meetings with private financial institutions similar to the functions performed by an investment banker or a mortgage broker: The sole purpose of this partnership is linking public and private sectors to create economic and housing development projects. In its catalyst role, the consultant's primary objectives are job creation, business development and construction and/or rehabilitation of housing units. These are common objectives of the City and of federal and state programs with which it partners. Relationships are key to the success of housing, economic and community development efforts within the City of Columbia. Community Development staff meets quarterly with staff from Richland County, Lexington County, Columbia Housing Authority and United Way of the Midlands to discuss development opportunities and regional cooperation.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Faced with the reality of limited Federal and local government resources for housing, Columbia has been challenged to create comprehensive, affordable housing programs to meet the demands of priority needs households along the entire housing continuum—rental, ownership, special needs, supportive housing, etc. While the unmet need for rental housing for extremely low income households might suggest that all resources should be devoted to addressing this gap, resources must also be devoted to addressing the housing needs of low and moderate income households that have cost burdens and other housing problems to ensure the housing continuum is intact and flowing. However, as the result of the 2015 Flood Disaster, there in an increased unmet need of affordable housing for the low-moderate income renters who were the most impacted.

However, as the result of the 2015 Flood Disaster, there is an increased unmet need of affordable housing for the low-moderate income renters who were the most impacted.

We are reporting on actions taken in FY 2017-18 on the identified impediments to Fair Housing Choice in Columbia.

1. Education on Fair Housing and Equal Opportunity
2. Access to Transportation
3. Affordability/Opportunity/Access
4. Race Relations/Cultural Sensitivity

In our effort to complete the Fair Housing Assessment Tool, we have begun a quarterly series of Conversation on Fair Opportunities Topics. In April, 2017 we held Coffee Talk: A conversation about Fair Opportunities for practitioners and industry leaders. The second quarter topic on Transportation was held on in August 2017, which included community agencies, citizens and transportation officials. December, 2017 was the third topic and April 2018 was the fourth and final Speak Out topic on Equality and Access.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Columbia recognizes the importance of maintaining appropriate performance measurements of its CDBG and HOME projects and programs. CD staff provides management for the CDBG, HOME and HOPWA programs and monitors activities and projects with developed guidelines that include performance measures to that the City of Columbia meets all federal requirements and remains in compliance. Using the HUD monitoring checklist as a guide, the City will periodically evaluate staff performance and program performance against the current Consolidated Plan. Columbia has financial and programmatic processes in place to ensure that sub-recipients and contractors are in compliance and that activity and procedures can be tracked accordingly. This includes contract provisions that address affirmatively marketing for fair housing, and procurement procedures to ensure minority participation. The City will also address compliance with program requirements including public service caps and timely expenditure of federal funds. A higher emphasis is given to project type and projects that require quicker expenditures with a larger impact on the budget**.**

The City of Columbia has developed a comprehensive monitoring strategy inclusive of all entitlement programs for the 2016 program year. A team including program, financial, and construction personnel will conduct the monitoring. The schedule provides for all HUD funded departments and sub-recipients to be monitored bi-annually at a minimum. Monthly reports are currently required and are used as a method to detect areas of deficiencies, to customize technical assistance, and to monitor if goals and objectives are not being met. For those sub-recipients, monitoring will be provided more frequently to ensure compliance. Complete files with all HUD related documentation are maintained on each monitored sub-recipient. This includes a HUD program checklist, risk analysis and supportive documentation from reviewed files.

During the 2017-18 fiscal year, remote monitoring as well as a site visit took place for each CDBG subrecipient. Remote monitoring was conducted by evaluating in-house materials such as applications for funding, written agreements, progress reports, drawdown requests, previous monitoring documentation, and audits. The City of Columbia strives to provided sub-recipients with an on-site review summary within

60 days of the completed review. All findings, concerns, and recommendations were documented, tracked and resolved with complete HUD compliance as the goal.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Mayor and City Council of the City of Columbia wish to provide for maximum citizen participation in the development and implementation of the Annual Action Plan in accordance with the objectives of the Housing and Community Development Act of 1974. The public notice was posted in the "State Newspaper" on August 25, 2018; the comment period began on August 25, 2018 and ended on September 25, 2018. In addition, the Annual CAPER draft was available on the City's website and at the Community Development Office, at 1225 Lady Street. The 2017 Consolidated Annual Performance and Evaluation Report (CAPER) Public Hearings were held August 30th and September 18th at 6:00 p.m. During the final public hearing, the Citizens Advisory Committee Chairperson provided performance highlights of the three (3) entitlement programs and City Council gave approval to submit the final draft of the CAPER along with all citizens' comments to HUD on or before the deadline date of September 28, 2018. All public comments are included in this document. The City of Columbia Citizen Participation Plan encourages participation of all residents, especially the low and moderate-income population. Formal and in formal approaches are used each year in the assessment process to provide adequate opportunities for citizens to participate in the development of the Consolidated Annual Performance and Evaluation Report (CAPER). These actions include placing advertisements in the local newspapers, community forums, social media and appointment of citizens to the Citizens Advisory Committee (CAC) by City Council, and public hearings at televised city council meetings. The

CAC consists of seven (7) members, with at least one member from each of the four (4) City Council Districts and was established through the adoption of a resolution on August 6, 1975, which outlined the Committee's responsibilities. Meetings are held on the third Thursday of each month and their responsibilities include an annual review of performance of federal programs, CDBG, HOME and HOPWA. Meetings are advertised to the public via postings at City buildings with high traffic and on the City's webpage. All meetings are held in accessible locations. The grassroots organization, Columbia Council of Neighborhoods (CCN) has grown into a large umbrella organization with over one hundred and sixteen (116) neighborhoods. The Community Development Department assigns a staff member as Community Liaison to assist with the dissemination of information regarding city services, addressing neighborhood and community priorities needs within the four (4) City Council Districts.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has completed the CDBG-DR Unmet Needs Assessment which requires focus on the most impacted and most vulnerable persons affected by the 2015 Flood Disaster. As a result, the most impact

area of unmet need was LMI rental housing repair. Therefore, our need for affordable rental housing has increased and the City's response was to use $6.6 million in CDBG-DR funds for rental repair and commit $1 million dollars from CDBG Housing Revolving Loan Fund combined with $2.3 million in CDBGDR for the Minor Repair Program. The funds will assist LMI owner-occupied households that sustained Minor-Low and Minor-High damages who have remaining repair needs not covered by the FEMA IA Program of SBA.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Columbia does not have any open Brownfiedls Economic Development Initiative grants**.**

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During the program year, each Community Housing Development Organization, Community Development Corporation and other housing partners that provide HOME affordable rental housing, conducted on-site inspection of all housing units. of Minimal housing code violations (Less than 1%) or non-compliance with other federal regulations were reported.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City of Columbia Community Development Department has complied with the Affirmative Marketing Plan as set out in their Policies and Procedures. The Community Development Department, through monitoring, has ensured that subrecipients have complied with their Policies pertinent to Affirmative Marketing. The City of Columbia is committed to the goals of non-discrimination and equal access. In addition, the City of Columbia is committed to the goals of increasing the housing opportunities of those with limited English proficiency, low-income residents and under-represented ethnic and racial groups. These goals will be reached through the implementation of the City’s Affirmative Marketing Plan.

The goal of the affirmative marketing procedures and outreach efforts are to ensure that all persons – regardless of their race, color, national origin, age, religion, sex, disability, familial status– are aware of

the affordable housing opportunities generated by federal HOME, CDBG, HOPWA funds and City General Funds and program activities, in accordance with 24 CFR 108.1.

The City of Columbia is responsible for the implementation of the Affirmative Marketing Plan and all owners, developers, Community Housing Development Organizations and other nonprofits must comply with this policy for all CDBG, HOME, HOPWA and City funded housing developments.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

HOME Program Income was used to support affordable housing loans. During the 2017 fiscal year, the Community Development Department utilized $0 in program income, with a total match amount of $0.

There were no affordable housing loans during the 2017 reporting period. At this time, the funds have assisted no individuals.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City of Columbia Community Development Department continues to prioritize the creation of quality, affordable housing as an integral component of its development programs. The City has created partnerships with several local banks (Wells Fargo, BB&T, NBSC, Security Federal, First Citizens, South State Bank and Palmetto Citizens Federal Credit Union). The City's various housing initiatives seek to develop new partnerships with local lenders for leveraged private dollars. The Community Development Housing Loan office has been diligently working with residents to encourage homeownership. The Loan Officers continued to provide credit counseling and homeownership one-on-one sessions and participated in various local events to educate the public on homeownership. They have provided the counseling to over 176 participants.

CR-55 - HOPWA 91.520(e)

Identify the number of individuals assisted and the types of assistance provided

Table for report on the one-year goals for the number of households provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities developed, leased, or operated with HOPWA funds.

Number of Households Served Through:	One-year Goal	Actual
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	150	129
Tenant-based rental assistance	100	74
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	10	10
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0	0

Table 13 – HOPWA Number of Households Served

Narrative

The City of Columbia administers HOPWA funding as a formula entitlement for the City of Columbia and the following counties: Calhoun, Fairfield, Kershaw, Lexington, Richland, and Saluda. All City of Columbia HOPWA Grant awards are made through a competitive application process based on client needs, gaps in services, and ability of agency to successfully implement the program. The City HOPWA funding process opens in the fall for the fiscal year funding beginning the following July 1st. Each fiscal year, the City of Columbia receives a HOPWA formula allocation HUD to ensure that supportive services, short-term emergency assistance, and permanent housing vouchers are available to eligible HOPWA clients in all six counties of the Columbia Eligible Metropolitan Statistical Area (EMSA). HOPWA funding allocated each year for the City's 2015-2019 priority order of funding HOPWA services:

1. Permanent Housing Program
2. Permanent Housing Vouchers
3. Emergency Housing Assistance
4. Supportive Services

These services were available to clients residing in all six (6) counties of the Columbia EMSA (Richland, Kershaw, Lexington, Fairfield, Calhoun, and Saluda). Supportive Services were provided by the University of South Carolina, Department of Medicine (USCDOM), Upper Savannah Care Consortium (USCC) and Palmetto AIDS Life Support Services (PALSS). The STRMU services were available to income eligible clients for 21 weeks (non-consecutive) during the program year in cases of evictions, foreclosure, or utility shut-off in order to prevent homelessness. Applicants must demonstrate financial need and attempt to utilize other funding sources. The Cooperative Ministry (TCM) provided STRMU services in partnership with USCDOM and PALSS. The housing voucher programs, similar to Section 8 housing vouchers, were provided in Richland and Lexington counties through the Columbia Housing Authority.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Resolution No.: R-2018-060 - Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.02 acre of right of way area at Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** Centennial Plaza Memo (PDF)
- #b: R-2018-060 DOT QuitClaimDeed Blossom Street (PDF)

We Are Columbia

TO: TERESA WILSON, CITY MANAGER

FROM: MELISSA GENTRY, PE, ASSISTANT CITY MANAGER

SUBJECT: CENTENNIAL PLAZA RELATED PROPERTY TRANSACTION / COUNCIL ACTION ITEMS

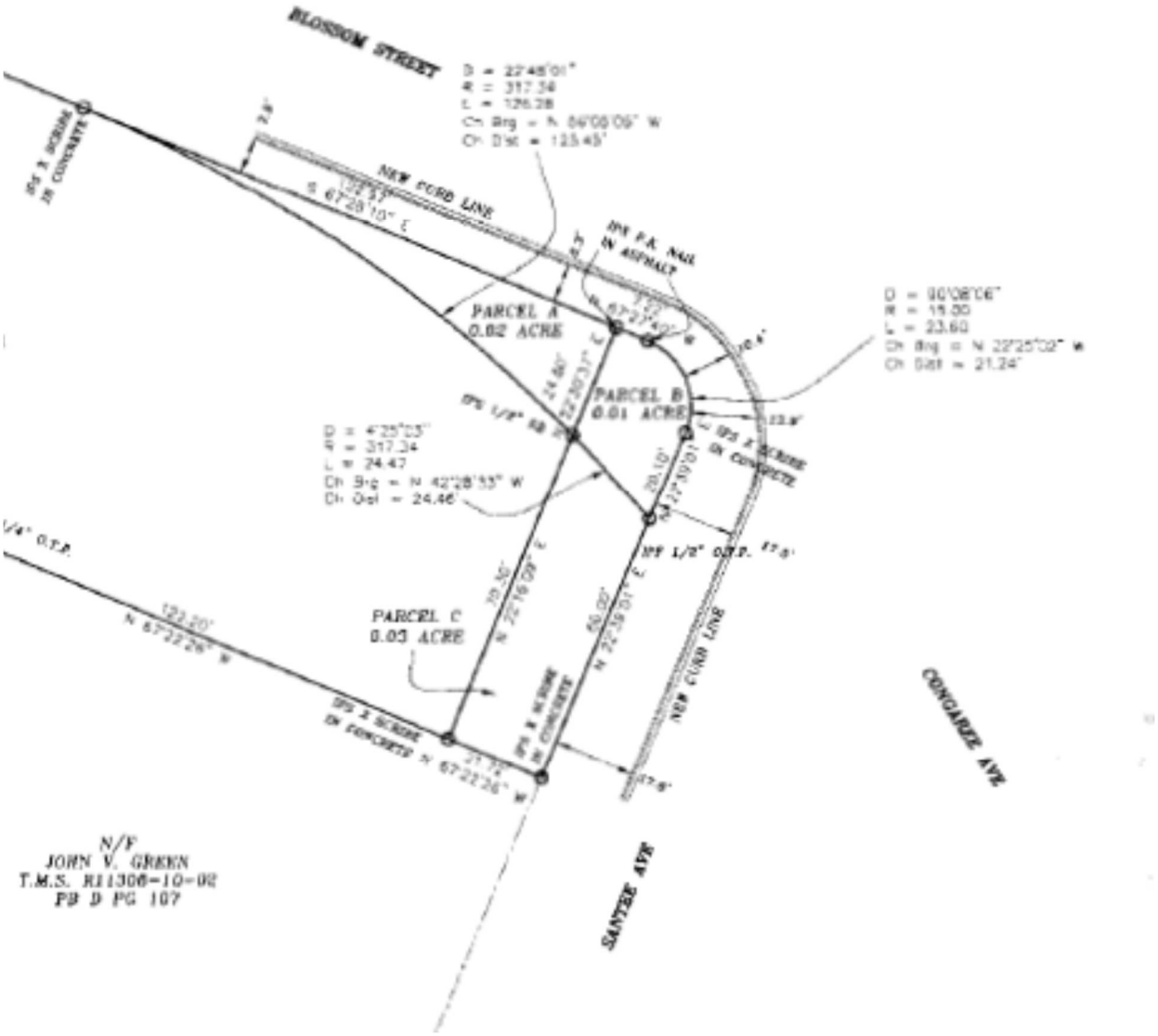
DATE: 9/13/2018

Several years back, the Five Points Association undertook an initiative to create Centennial Plaza in recognition of their 100-year anniversary. In doing so, they reached out to the City and State to gain support of the plan and to discuss the need for property swaps that would allow the most effective design of the plaza based on the layout of the green space available at the corner of Blossom St and Santee Ave instead of limiting the footprint of the plaza to property within the right of way. Upon confirmation by all of the property owners involved, the plaza design and construction proceeded forward in order to meet the schedule for the Veteran's Day celebration and unveiling of the statue honoring Col Jack Van Loan.

The project moved forward with an understanding the property transactions would occur in a manner that would result in the plaza being on City owned property once all property transactions were complete. The table below along with the plat that follows provides a clear process by which the property transactions need to occur in order to accomplish that goal.

Parcel	Current Owner	Future Owner	Process Involved in Transfer	Target Date for Council Action
A	SCDOT	Santee Saluda LLC	Resolution (one reading) for City to accept deed from SCDOT, Ordinance (two readings) for City to transfer deed to Santee Saluda LLC	• Resolution 9/18 • Ordinance First Reading 9/18 • Ordinance Second Reading 10/2
B	SCDOT	City	Resolution (one reading) for City to accept deed from SCDOT	• Resolution 9/18
C	Santee	City	Resolution (one reading) for City to accept deed from Santee Saluda LLC	• Resolution 10/2

We Are Columbia



LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-060

Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.02 acre of right of way area at Blossom Street and Santee Avenue adjacent to Richland County TMS #11308-10-01 and to authorize the City Manager's execution of documents to consummate the transfer

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is authorized to accept a Quit-Claim Deed from the South Carolina Department of Transportation for the transfer of approximately 0.03 acre of right of way area at Blossom Street and Santee Avenue, shown as Parcel A (0.02 acre on a plat prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, dated August 23, 2016, last revised February 12, 2018; and,

BE IT FURTHER RESOLVED that the Mayor and Council hereby authorize the City Manager to execute any other documents necessary, as approved by the City Attorney, in order to consummate the transfer of the referenced property.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/31/2018
18001107

SCDOT R/W Form 203 (11-01)

----------SPACE ABOVE RESERVED FOR RECORDING PURPOSES----------

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

QUITCLAIM DEED

WHEREAS, pursuant to Section 57-5-340, Code of Laws of South Carolina, 1976, as amended, the South Carolina Department of Transportation has authority to dispose of the premises hereinbelow described, which premises are no longer required for purposes of the South Carolina Department of Transportation; Now Therefore,

KNOW ALL MEN BY THESE PRESENTS, that the South Carolina Department of Transportation, f/k/a South Carolina State Highway Department ("Grantor"), for and in consideration of the sum of **Five and no/100 Dollars ($5.00)** to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, remise, release and quitclaim unto the **City of Columbia** ("Grantee"), all its right, title, interest in or to the following described property:

All those certain pieces, parcels or tracts of land, situate, lying, and being in the City of Columbia, in Richland County, State of South Carolina, on the South side of Road S-198 (Blossom Street) near its intersection with Santee Avenue, containing a total of approximately 0.03 of an acre of land as shown on a plat prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, dated August 23, 2016, last revised February 12, 2018, and recorded in Plat Book _____ at Page _____ in the Register of Deeds Office for Richland County and described as follows:

Parcel A (containing 0.02 of an acre) beginning at an iron pin on the common boundary of the southwestern right-of-way of Blossom Street, the northeastern property line of Parcel D (portion of Richland County TMS#11308-10-01), and the northeastern property line of the subject parcel at a point one hundred twenty-two and ninety-seven hundredths (122.97) feet northwest of the northeastern property corner of the subject parcel; thence extending therefrom S67°29'10"E along the common boundary of the southwestern right-of-way of Blossom Street and the northeastern property line of the subject parcel, for a distance of one hundred twenty-two and ninety-seven hundredths (122.97) feet to an iron pin on the northeastern property corner of the subject parcel; thence extending therefrom S22°30'37"W for a distance of twenty-four and eighty hundredths (24.80) feet along the common boundary of the southeastern property line of the subject parcel and the northwestern property line of Parcel B; thence extending therefrom N56°05'05"W in a curvilinear arc, for a chord distance of one hundred twenty-five and forty-five hundredths (125.45) feet to the point of beginning.

Parcel B (containing 0.01 of an acre) beginning at an iron pin on the common boundary of the northeastern property corner of Parcel A and the northern property corner of the subject parcel; thence extending therefrom S67°27'40"E along the common boundary of the southwestern right-of-way of Blossom Street and the northeastern property line of said Parcel B, for a distance of seven and twenty-two hundredths (7.22) feet to an iron pin; thence extending therefrom S22°25'02"E in a curvilinear arc along the eastern boundary of the subject parcel, for a chord distance of twenty-one and twenty-four hundredths (21.24) feet to an iron pin on the southeastern property corner of the subject parcel; thence extending therefrom S22°39'01"W along the common boundary of the southeastern property line of the subject parcel and the northwestern right-of-way of Santee Avenue, for a distance of twenty and ten hundredths (20.10) feet to an iron pin located on the southern property corner of the subject parcel; thence extending therefrom N42°28'33"W in a curvilinear arc along the southwestern property line of the subject parcel, for a

chord distance of twenty-four and forty-six hundredths (24.46) feet to an iron pin on the westernmost property corner of the subject parcel; thence extending therefrom N22°30'37"E along the common boundary of the southeastern property line of Parcel A and the northwestern property line of the subject parcel, for a distance of twenty-four and eighty hundredths (24.80) feet to the point of beginning. Be all measurements a little more or less.

This being a portion of the right of way acquired by the South Carolina Department of Transportation by virtue of a Construction Addition under Legislative Act 36-1959 and action of the Commission dated March 19, 1964, and being filed in the South Carolina Department of Transportation Deed Vault in Columbia, South Carolina under Road S-198, Legislative Act.

Tax Map No.: Adjacent to R11308-10-01

Grantees Address: Post Office Box 147
Columbia, South Carolina

This conveyance is being made subject to any and all existing public utility rights of user, reservations, easements, rights of way, control of access, zoning ordinances and restrictions or protective covenants that may appear on record or on the premises for the benefit of parties other than Grantor.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the **City of Columbia,** its successors and assigns, forever.

WITNESS the hand and seal of the South Carolina Department of Transportation this 21st day of May, in the year of our Lord Two Thousand Eighteen.

Signed, sealed and delivered
in the presence of

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: _____(L.S.)
Christy A. Hall, P.E., Secretary of Transportation

By: _____(L.S.)
Brian W. Keys, P.E., Deputy Secretary for Finance and Administration
18 May 18

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantors on behalf of South Carolina Department of Transportation and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of May, 2018.

_____
Notary Signature

Catherine L. Brooks
Printed Name of Notary

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
My Commission Expires: 2/8/24
(Affix Seal if outside SC)

January 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at Road S-198 (Blossom St.), bearing Richland County Tax Map Number n/a , was transferred by the South Carolina Department of Transportation to the City of Columbia on May 21, 2018.

3. The deed is exempt from the deed recording fee because (See Instructions section of affidavit): #2

   If exempt under Exemption #14 as described as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: the Property Management Manager of the South Carolina Department of Transportation.

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year, or both.

Kathryn E Copeland
Responsible Person Connected with the Transaction

Kathryn E. Copeland
Print or Type Name Here

SWORN to before me this 21st day of May, 2018

Jean C. Barnes
Notary Public for South Carolina

Jean C. Barnes
Printed Name of Notary
My Commission Expires: 11/18/24

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Resolution No.: R-2018-088 - Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** R-2018-088 Purchase properties Flood Property Acquisition Program (700 Crowson) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-088

Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, to consummate the purchase of any or all of the properties reflected on the attached list, which were affected by the 2015 flood through the Property Acquisition Program.

(Funding Source and the amounts paid thereunder will be determined on an individual basis and paid from the Federal Emergency Management Administration's Hazard Mitigation Grant Program (FEMA HMGP) and/or City Flood Recovery Program)

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/11/2018

EXHIBIT "A"
RESOLUTION NO.: R-2018-088

Property Owner	Property Address	Tax Map Number	Consideration
Moneyline Properties, LLC	700 Crowson Road	R-13814-02-10	$103,206.23
		TOTAL	**$103,206.23**

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Resolution No.: R-2018-091 - Authorizing the City Manager to execute a Release of Parking Restrictions Between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** R-2018-091 Release of Parking Restrictions - Devine District Residential LLC (PDF)
- #b: 2016 Summary Explanation of Pending Action - Devine St Relase of Parking Restrictions (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-091

Authorizing the City Manager to execute a Release of Parking Restrictions Between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Release of Parking Restrictions, or on a form approved by the City Attorney, between the City of Columbia and Devine District Residential, LLC for property known as 0.72 acres and 0.56 acres on northwestern corner of Maple Street and Devine Street.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Senior Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/4/2018
18002001

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the Release of Parking Restrictions hereinbelow this ___ day of _____, 2018.

_____ State Bar Number: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RELEASE OF PARKING RESTRICTIONS

This Release of Parking Restrictions shall serve as the necessary joint instrument of the City of Columbia and Devine District Residential, LLC (formerly known as Devine Station, LLC) ("Devine District") as the successor and assign of Leon S. Goodall, who entered into that certain Declaration of Restrictions (the "Declaration") found in Deed Book 727 Page 110 and recorded on January 20, 1985 which Declaration released the parking restriction on the lot more particularly described on Exhibit A attached hereto and placed a parking restriction on the lot of land more particularly described on Exhibit B attached hereto. The parties now execute this Release of Parking Restrictions to ratify the release of those restrictions on the property more particularly described on Exhibit A as set forth in the Declaration and to now further release any and all restrictions on the property more particularly described on Exhibit B. The parking restrictions shall remain on the lot more particularly descried on Exhibit C attached hereto until such time as the parcels more particularly shown on Exhibit D attached hereto comply with City of Columbia parking requirements naturally or by variance (acknowledging that at the date of this Release the building on Exhibit D on the corner of Maple and Devine Streets must have at least forty-five (45) parking spaces and the building on Exhibit D solely fronting Devine Street must have forty-four (44) parking spaces), at which time the parking restrictions may be removed from the lot described on Exhibit C by joint instrument signed by the City of Columbia Zoning Administrator and Devine District, its successors and assigns.

IN WITNESS WHEREOF, under seal, this ____day of _____, 2018.

WITNESSES:

_____

_____

Devine District Residential, LLC, a South Carolina limited liability company (formerly known as Devine Station, LLC)

By:_____
Its:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a notary public for South Carolina, do hereby certify that _____, the _____ of Devine District Residential, LLC, a South Carolina limited liability company (f/k/a Devine Station, LLC), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal this ____ day of _____, 2018.

_____(SEAL)
Signature of Notary Public
My Commission Expires:_____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

[City of Columbia Signature Page for Release of Parking Restrictions]

WITNESSES:

_____

_____

CITY OF COLUMBIA

By:_____
Teresa B. Wilson
Its: City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a notary public for South Carolina, do hereby certify that Teresa B. Wilson, the City Manager of the **City of Columbia**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal this ____ day of _____, 2018.

_____(SEAL)
Signature of Notary Public
My Commission Expires:_____

EXHIBIT A

All that piece, parcel or lot of land, situate, lying and being on the north side of Lee Street near its intersection with Maple Street, in the Shandon section of the City of Columbia, County of Richland, State of South Carolina, containing 0.72 acre, and being more particularly shown and delineated on a plat of same prepared by Cox and Dinkins, Inc., Engineers-Surveyors, said lot being more particularly described as follows, to wit: BEGINNING at an iron 104 feet S 89 degrees 53 minutes W from the northwest corner of the intersection of Maple and Lee Streets; thence running S 89 degrees 53 minutes W for a distance of 166.74 feet to an iron; thence turning and running N 00 degrees 7 minutes W for a distance of 207.4 feet to an iron; thence turning and running N 89 degrees 42 minutes E for a distance of 135.84 feet to an iron; thence turning and running S 00 degrees 14 minutes W for a distance of 103.47 feet to an iron; thence turning and running N 89 degrees 49 minutes E for a distance of 31.76 feet to an iron; thence turning and running due south for a distance of 104.43 feet to the iron at the point of BEGINNING; be all measurements a little more or less. The plat above referred to is recorded in the RMC Office for Richland County in Plat Book 50 at page 1934.

EXHIBIT B

All that piece, parcel or lot of land located at the northwestern corner of the intersection of Devine and Maple Streets, in the Shandon section of the City of Columbia, County of Richland, State of South Carolina, containing 0.56 acre, and being more particularly shown and delineated on a plat of same prepared for Leon S. Goodall by Cox and Dinkins, Inc., Registered Land Surveyors, on January 21, 1985; said lot being more particularly described as follows, to wit: BEGINNING at an iron at the northwest corner of Devine and Maple Streets and thence running N 82 degrees 47 minutes W for a distance of 164.50 feet to an iron; thence turning and running N 7 degrees 11 minutes E for a distance of 147.76 feet to an iron; thence turning and running S 82 degrees 45 minutes E for a distance of 164.57 feet to an iron; thence turning and running S 7 degrees 13 minutes W for a distance of 147.69 feet to the iron at the point of BEGINNING, be all measurements a little more or less. The plat referred to above is recorded in the RMC Office for Richland County in Plat Book 50 at page 1933.

EXHIBIT C

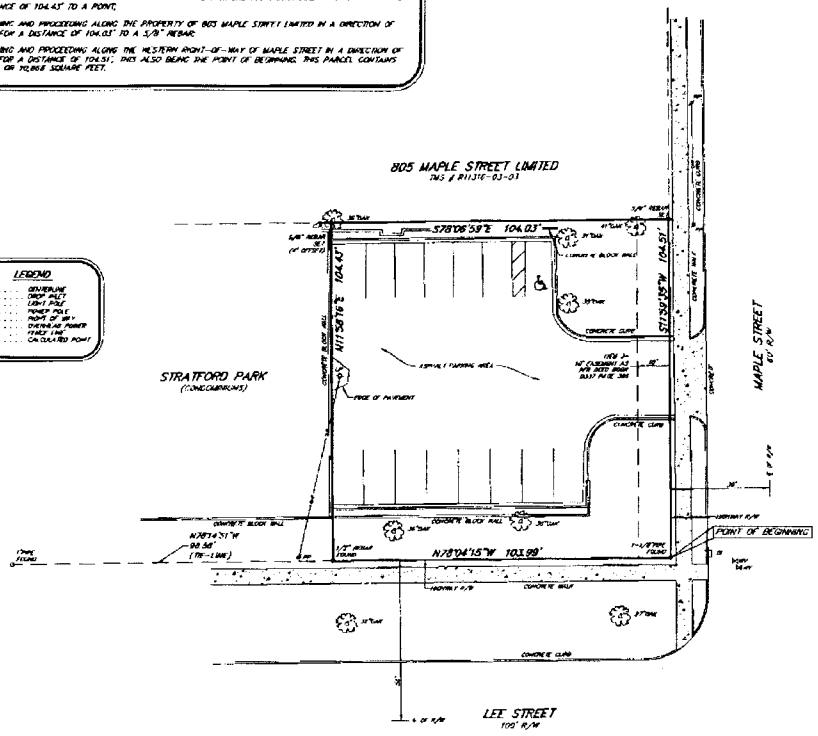
LAND DESCRIPTION:

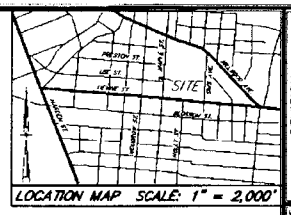
BEGINNING AT A 1-1/2" PIPE ON THE NORTHERN RIGHT-OF-WAY OF LEE STREET AND THE WESTERN RIGHT-OF-WAY OF MAPLE STREET AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY OF LEE STREET IN A DIRECTION OF N78°04'15"W FOR A DISTANCE OF 101.99' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF STRATFORD PARK IN A DIRECTION OF N11°56'16"E FOR A DISTANCE OF 104.43' TO A POINT;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF 805 MAPLE STREET LIMITED IN A DIRECTION OF S78°06'59"E FOR A DISTANCE OF 104.03' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF MAPLE STREET IN A DIRECTION OF S11°39'28"W FOR A DISTANCE OF 104.51'; THIS ALSO BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.249 ACRES OR 10,866 SQUARE FEET.





AREA = 0.249 ACRES OR 10,866 SQUARE FEET

GRAPHIC SCALE

ITEMS CORRESPONDING TO SCHEDULE B

TITLE COMPANY COMMITMENT # EFFECTIVE DATE:

ITEM 1 – DOES NOT APPLY TO THIS PROPERTY
ITEM 2 – DOES NOT APPLY TO THIS PROPERTY
ITEM 3 – APPLIES TO THIS PROPERTY AND IS SHOWN HEREON.
ITEM 4 – DOES NOT APPLY TO THIS PROPERTY
ITEM 5 – DOES NOT APPLY TO THIS PROPERTY
ITEM 6 – APPLIES TO THIS PROPERTY AND IS SHOWN HEREON.
ITEM 7 – DOES NOT APPLY TO THIS PROPERTY

REFERENCE IS MADE TO THE FOLLOWING:

1. PLAT PREPARED FOR LEON S. GOODALL BY CDF AND DAWKINS, INC. DATED MAY 27, 1992.
2. RICHLAND COUNTY TAX MAP NUMBER: R11316-03-04

NOTES:

1. THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED, EMBOSSED SEAL OF THE PRESENTING PROFESSIONAL LAND SURVEYOR NOTED HEREON.
2. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
3. THE EASEMENTS SHOWN HEREON ARE ALL THOSE OF WHICH THE SURVEYOR WAS AWARE AS OF THE DATE OF THIS SURVEY. THE LOCATIONS OF THOSE EASEMENTS SHOWN HEREON ARE BASED ON EVIDENCE APPARENT IN THE FIELD AND DOCUMENTS WHICH HAVE BEEN PROVIDED TO US. THERE MAY BE ADDITIONAL EASEMENTS WHICH AFFECT THIS PROPERTY BUT WERE NOT KNOWN TO US.
4. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE APPROXIMATE AND MUST BE VERIFIED BY OPERATING AUTHORITIES PRIOR TO CONSTRUCTION.
5. ALL PROPERTY CORNER SETS ARE MEASURED TO THE OUTSIDE DIMENSION.
6. ZONING DESIGNATION: RG-1 (GENERAL RESIDENTIAL DISTRICT)
7. THIS PARCEL CONTAINS 19 STRIPED PARKING SPACES INCLUDING 1 HANDICAP SPACE.
8. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
9. THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
10. THERE IS NO CONTEMPLATED RIGHT-OF-WAY OR ROADWAY CHANGES KNOWN TO US.
11. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED. NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

TO —

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2,3,4,6a,7a,8,9,10,11a,13,16 & 20h OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 2, 2015.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

PRELIMINARY 12/7/15

JASON M. FORSBERG, S.C.P.L.S. NO. 28133 — SIGNATURE DATE

AECOM
101 RESEARCH DRIVE COLUMBIA, S.C. 29203
TELEPHONE: (803) 254-4400

FLOOD NOTE

ACCORDING TO THE FEMA WEBSITE AS OF 12/3/15:

"THERE IS NO FLOOD MAP PRINTED FOR THIS LOCATION."

COPYRIGHT NOTICE

THIS DRAWING IS THE PROPERTY OF AECOM AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.

EXEMPTION FROM REVIEW PROCESS:

THIS PLAT IS A SURVEY OF AN EXISTING LOT OF RECORD WITH NO CHANGES TO EXISTING LOT LINES

(PROFESSIONAL SURVEYOR)

PRINTED NAME: JASON M. FORSBERG

S.C.P.L.S. NO.: 10289

REVISION | NO. | DESCRIPTION | DATE | BY

APPROVED BY: JMF
DRAWN BY: CLB
CHECKED BY: JMF

ALTA/NSPS LAND TITLE SURVEY

DATE: DECEMBER 7, 2015 | SCALE: 1" = 20'

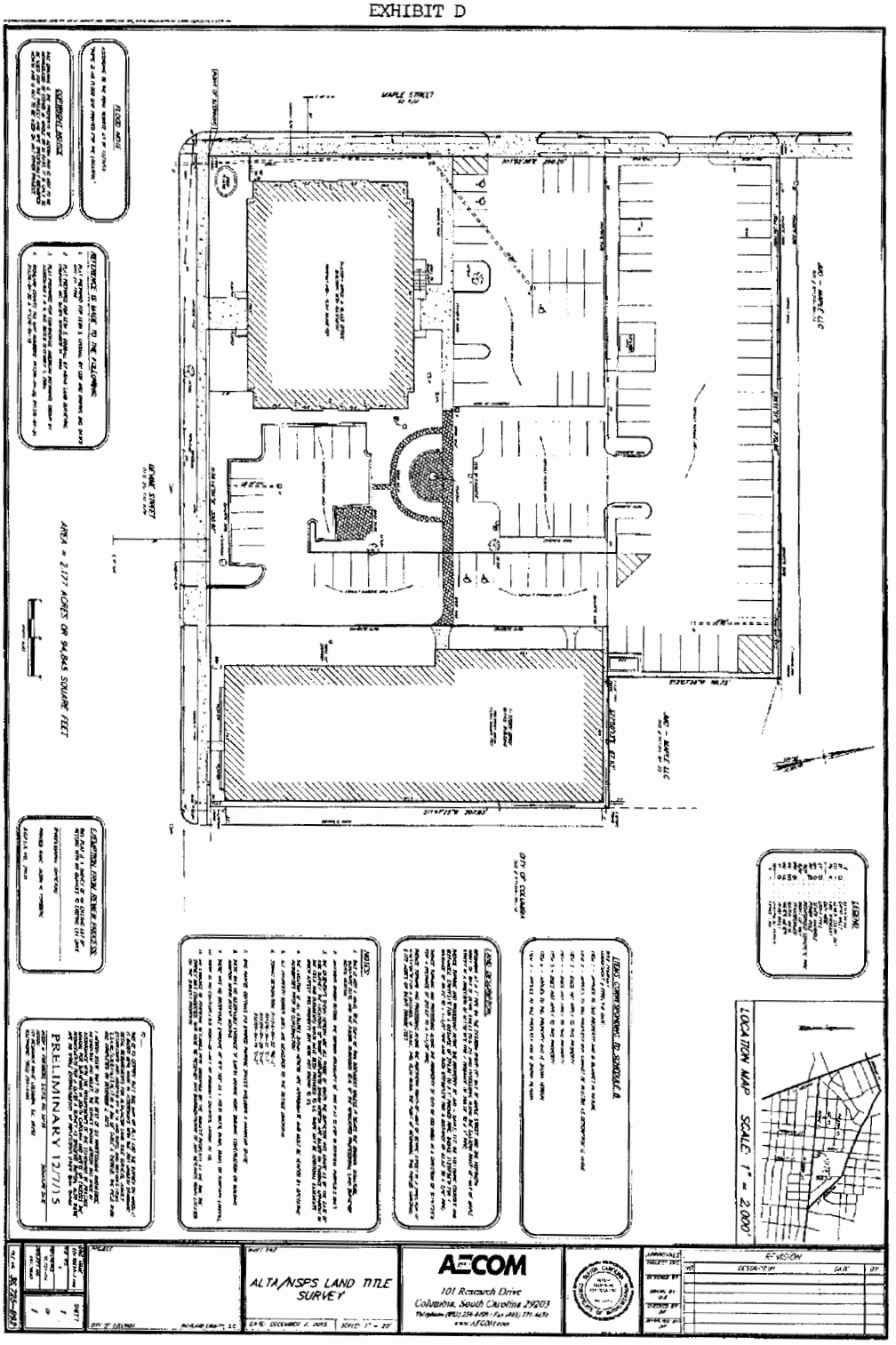
CITY OF COLUMBIA — RICHLAND COUNTY, S.C.

SHEET 1 OF 1

FILE NO. 36,727-G18

NPCOLI1:6855114.1-TBF-(CAC) 021146-00137

EXHIBIT D


ALTA/NSPS LAND TITLE SURVEY
AECOM
101 Research Drive
Columbia, South Carolina 29203
PRELIMINARY 12/7/15
AREA = 4.177 ACRES OR 94,845 SQUARE FEET
LOCATION MAP SCALE: 1" = 2,000'

NEXSEN | PRUET

MEMORANDUM

TO: Jeanne J. Lisowski for the City of Columbia

FROM: Leighton Lord for Devine Station, LLC

DATE: January 14, 2016

RE: Summary Explanation of Pending Action Item 2303 · R - 2016-003 Devine St. Release of Parking Restrictions

---

Per your request, this memorandum will serve as our summary explanation of the Pending Action Item. Either I, or my client, will be present on the 19th if Council has additional questions or comments.

Around 1973 it appears that the City required certain private land owners to restrict certain property around Devine and Maple Streets to ensure adequate off street parking.

In 1985, Leon Goodall, the founder of Continental America Insurance Company that later became AFLAC, entered into a revision of the 1973 restriction which released certain property from the parking restriction but placed a parking restriction on the .56 acre lot on the corner of Maple and Devine Streets. We speculate that this was necessary to ensure adequate parking for his headquarters building on Devine Street. Over the years, Goodall and Continental American acquired additional property, buildings and parking.

Devine Station, LLC, an affiliate of Estates Inc., the owner of the former Whitney Hotel on Devine and other area properties, has now purchased all of the former Continental America/AFLAC buildings and property on Devine Street including the .56 acre lot currently restricted to and used for surface parking.

The buildings on Devine Street acquired by Devine Station currently have adequate parking without the .56 acre parcel due to additional land that was purchased by AFLAC/Goodall over the years since the restriction was put in place. The .56 acre parcel is a prime development parcel due to its frontage on Devine Street. Devine Station is currently evaluating options for the parcel and will do so more seriously once the surface parking restriction is released.

The Release is conditioned on the existing buildings each maintaining adequate parking, which is spelled out in the Release.

Please let me know if you or council have additional questions.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** R-2018-094 Multi County Park Structured Public Parking Policy (PDF)

RESOLUTION NO.: R-2018-094

Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

WHEREAS, to encourage capital investment, create economic growth, increase tax basis and meet public parking needs within the City of Columbia ("City"); and,

WHEREAS, Columbia City Council desires to incentivize, via a Credit Agreement, new development and redevelopment projects that include a public parking component; and,

WHEREAS, this incentive is available for new development and/or redevelopment of vacant or abandoned buildings ("Property") that meet the criteria established in this resolution but necessary action must be taken by Richland County ("County") and the City of Columbia in order for a specific project to be granted the incentive; and,

WHEREAS, the Credit Agreement will provide that (a) the owner of the Property ("Owner") will make a payment in lieu of tax related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six (6%) percent; (b) the annual PILOT payment payable from the Owner to the County will be subject to reduction by a fifty (50%) percent infrastructure credit to reimburse the Owner's cost of the public parking component during the term of the Credit Agreement; and (c) at least twenty-five (25%) percent of the parking spaces (the "Minimum Spaces") shall be available to the public as outlined and subject to verification by the City; and,

WHEREAS, the term of the Credit Agreement is intended to be for ten (10) years unless or until the requirements for public parking are no longer met; and,

WHEREAS, as used in this resolution, the City considers Property to mean property specifically associated with the required or basic parking and agreed to by the City and Owner; and,

WHEREAS, as used in this resolution, the City considers public parking to mean parking that is available to any member of the general public. Should the availability of the public parking be time specific, this time specific public parking is subject to prior approval by the City. Monthly, daily and hourly, event and residential parking shall be operated according to guidelines established by the City and agreed on by the Owner, based on the specific parking needs in the location; and,

WHEREAS, for projects in locations that have parking requirements via code, such requirements must be met outside of the public parking component; for locations which do not have parking requirements, the Owner shall include one (1) space per residential unit and/or two (2) spaces per 1,000 square feet of commercial space as the basis to add for calculating the twenty-five (25%) percent addition of public parking spaces in order to qualify for the credit; and,

WHEREAS, the Owner acknowledges the type of use of the public spaces may vary from location based on the needs of a specific location to include a combination of, monthly, daily, hourly, event parking, evening residential parking, etc.; and,

WHEREAS, the public parking spaces shall be clearly identifiable in a manner agreed upon by the City; and,

WHEREAS, no less than fifty (50%) percent of the public parking spaces shall be located as a grouping on the entry level of the parking facility in an area with the most convenient access to transient customers with the remainder of the spaces being located in a grouping together at a location agreed upon by the City and Owner prior to construction; and,

WHEREAS, said public parking will be made available at the rate agreed upon by the City based on market rates established in other public parking facilities within close proximity to the facility and are subject to change as those rates change; and,

WHEREAS, Columbia City Council desires to sunset the tax credit on December 31, 2020 for projects submitted, accepted and scheduled for site plan review approval by the applicable review body on or before December 31, 2020; and,

WHEREAS, this incentive is intended to aid the Owner with the cost of providing public parking. Should the Owner elect to discontinue use as public parking, the incentive will be immediately discontinued and incentives previously realized will be paid to the taxing authorities based upon the previous three years of credit that was recognized. Should the Owner sell the project as a whole or the parking facility, the incentive will continue for the remaining term of the Credit Agreement, as long as the new Owner agrees to be bound by the restrictions contained in or contemplated by this resolution, the Credit Agreement and the project-specific ordinance described below; NOW and THEREFORE,

BE IT RESOLVED by the Mayor and City Council this __ day of _____, 2018, that the following criteria are hereby adopted in order for Columbia City Council to determine when it is appropriate to include a real property or real properties developed as development with a public parking component located within the corporate limits of the City in a Multi-County Industrial Park in order for the development to qualify for the County's Special Source Revenue Credit incentives:

1. A minimum taxable investment of Thirty Million and No/100 ($30,000,000.00) Dollars in total project costs as allowed by the County and the City with no use of JEDA funds; and,
2. Structured parking and other public infrastructure improvements with no use of public funds used in construction cost with a minimum of twenty-five (25%) percent of the parking within the facility being designated and operated as public parking per the terms described above and outlined further in a project-specific ordinance; and
3. Columbia City Council reserves the right to review (cost benefit analysis) and approve or deny any other assistance that may already be available to the development project.

BE IT FURTHER RESOLVED that inclusion of a real property or real properties developed as residential, commercial or mixed-use projects located within the corporate limits of the City in a Multi-County Industrial Park shall be by ordinance and the enactment of such an ordinance is in the sole and exclusive legislative discretion of Columbia City Council.

BE IT FURTHER RESOLVED that only those otherwise eligible structured public parking projects submitted, accepted and scheduled for site plan review approval by the applicable review body on or before December 31, 2020 shall be eligible for this tax credit.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-055 - Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** 2018-055 easement to SC Telecommunications Group (Spirit) 1214 Taylor (PDF)

ORDINANCE NO.: 2018-055

Approval for Granting an Easement to South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications (Spirit) Along a Portion of City-Owned Property Identified as Richland County TMS#09014-09-02 (1214 Taylor Street) for a Fiber Optic Cable Line to Serve 1538 Main Street; CF#250-431

WHEREAS, South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications ("Spirit") has made a request for an easement along the subject City-owned property for installation of a fiber optic cable line to serve the adjacent property located at 1538 Main Street; and

WHEREAS, the plans for the installation of the fiber optic cable line have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property. Approval was also obtained from the Board of Directors of Capitol Places III to ensure that there were no objections to this project; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2018, for and in consideration of the sum of One ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC D/B/A SPIRIT COMMUNICATIONS for ingress, egress, installation and maintenance of fiber optic cable and appurtenances along the subject property.

The referenced easement is shown on a drawing titled for "Survey for Spirit Communications; New 3' Easement for Fiber Optic Line; Property of The City of Columbia; Property Located on Taylor St. in the City of Columbia Richland County, South Carolina; Sheet 2 of 4", dated December 7, 2017 and revised March 7, 2018, and being on file in the office of the Department of Engineering under City file reference #250-431. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

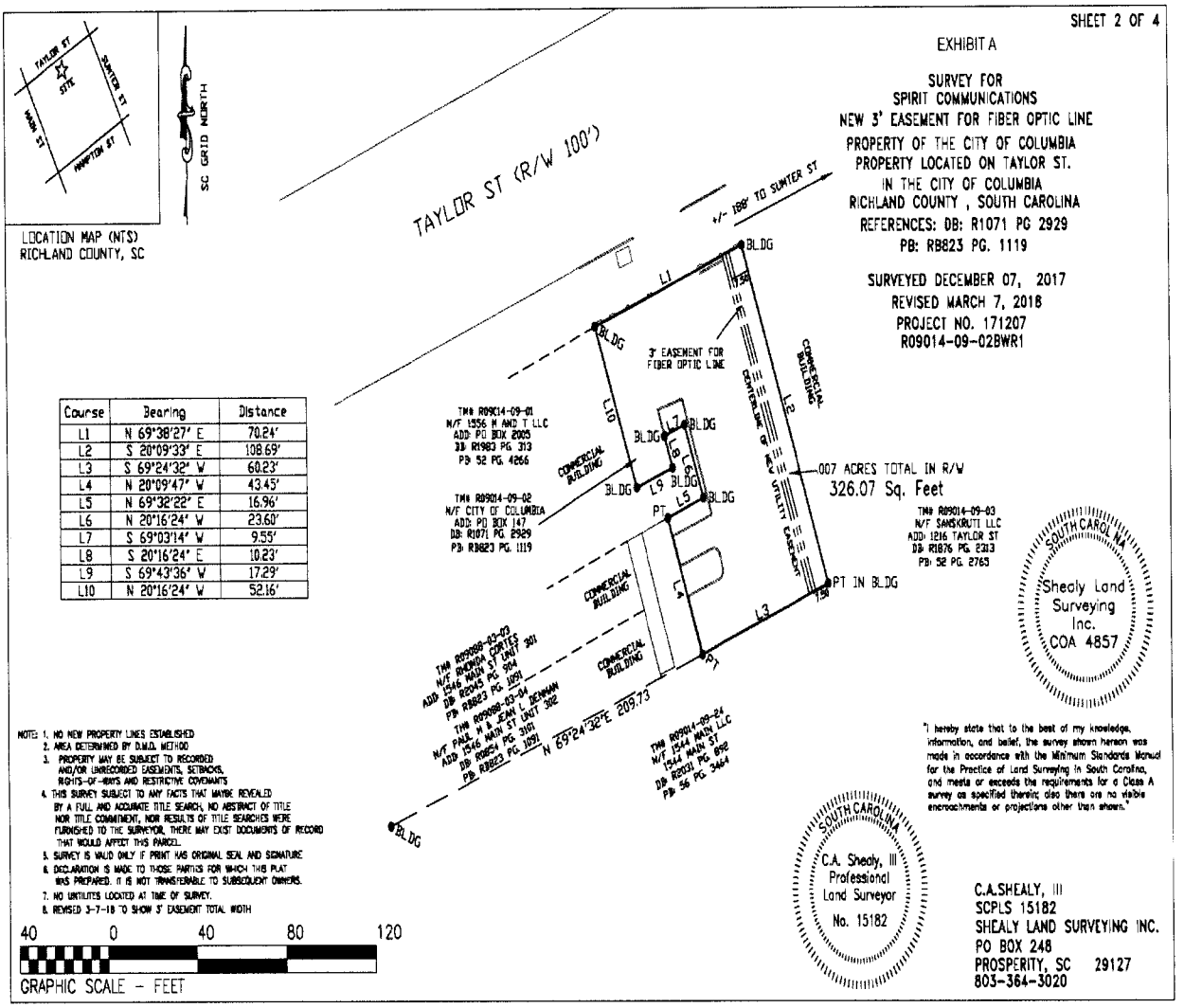
_____
City Clerk

Introduced
Final Reading

Last revised: 8/24/2018

ORDINANCE NO.: 2018-055
EXHIBIT "A"

PROJECT NAME: FIBER OPTIC CABLE LINE TO SERVE 1538 MAIN STREET
CF#250-431



Last revised: 8/24/2018

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-057 - Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-057 Famously Hot New Year Event (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-057

Authorizing consumption of beer and wine beverages only at the 2019 Famously Hot New Year Event

WHEREAS, the City ("Sponsor") is sponsoring the 2019 Famously Hot New Year Event in the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 6:30 p.m. Monday, December 31, 2018 until 1:00 a.m. Tuesday, January 1, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 block of South Main Street from Pendleton Street and College Street from 9:00 a.m. Monday December 31, 2018 until 2:00 a.m. Tuesday, January 1, 2019 and the 1100 and 1200 blocks of Pendleton Street from 11:30 p.m. Monday December 31, 2018 until 12:30 a.m. Tuesday, January 1, 2019 for set up and staging of equipment and a fireworks show; the 1200 block of Gervais Street between Main Street and Sumter Street from 8:00 a.m. Sunday, December 30, 2018, until 9:00 a.m. Tuesday, January 1, 2019; for set up, staging and clean-up of the event; and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 7:00 a.m. Monday, December 31, 2018 until 9:00 a.m. Tuesday, January 1, 2019;; the half block area of the 1200 block of Main Street south of the entrance to the NBSC parking garage to allow for ingress and egress into the parking garage from 7:00 a.m. Monday, December 31, 2018 until 9:00 a.m. Tuesday, January 1, 2019; the remainder of the 1200 block of Main Street between Lady Street and Gervais Street from 4:00 p.m. Monday, December 31, 2018 until 8:00 a.m., Tuesday, January 1, 2019; for an event to be held from 6:30 p.m. Monday, December 31, 2018 until 1:00 a.m., Tuesday, January 1, 2019, and for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. Monday, December 31, 2018 until 12:30 a.m. Tuesday, January 1, 2019; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. Monday, December 31, 2018 and 12:30 a.m. Tuesday, January 1, 2019; and,

BE IT FURTHER ORDAINED that all vendors be restricted to stationary location; and,

BE IT FURTHER ORDAINED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER ORDAINED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER ORDAINED that VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, including beer or wine beverages, shall be allowed within an enclosed building adjacent to but outside of the event area. Beer and wine beverages shall not be carried from the event area into the VIP area. Alcoholic liquors or alcoholic beverages, including beer or wine beverages shall not be carried from the VIP area into the event area. Sponsor shall have a person posted at the entrance and exit of the VIP area to enforce the prohibition of transporting these beverages from one area to the other; and,

BE IT FURTHER ORDAINED that the Mayor and Council hereby repeal the restriction of outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices ending by 10:00 p.m. only for this City of Columbia sponsored New Year Eve's event; and,

BE IT FURTHER ORDAINED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER ORDAINED that during the designated time the closed portion of the 1200 block of Main

LEGAL DEPARTMENT DRAFT

Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Mayor Benjamin

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Famously Hot New Year

We Are Columbia

N
W E
S

1500 MAIN ST
1200 HAMPTON ST
1100 HAMPTON ST
1400 MAIN ST
1400 ASSEMBLY ST
1300 WASHINGTON ST
1200 WASHINGTON ST
1100 WASHINGTON ST
1000 WASHINGTON ST
1300 MARION ST
1300 SUMTER ST
1400 LADY ST
1200 BULL ST
1300 MAIN ST
1300 ASSEMBLY ST
1300 LADY ST
1200 LADY ST
1100 LADY ST
1000 LADY ST
1200 MARION ST
1200 SUMTER ST
1400 GERVAIS ST
1300 PARK ST
1300 GERVAIS ST
1200 ASSEMBLY ST
1200 MAIN ST
1200 GERVAIS ST
1100 GERVAIS ST
1100 MARION ST
1100 SUMTER ST
1400 SENATE ST
1200 PARK ST
1000 GERVAIS ST
1300 SENATE ST
0 SENATE ST
900 GERVAIS ST
1100 ASSEMBLY ST
1000 MARION ST
1000 SUMTER ST
1100 PARK ST
1000 SENATE ST
1300 PENDLETON ST
900 SENATE ST
1200 PENDLETON ST
1100 PENDLETON ST
900 SUMTER ST
1000 ASSEMBLY ST
1000 PARK ST
1000 LINCOLN ST
1000 PENDLETON ST
900 MAIN ST
900 ASSEMBLY ST
1200 COLLEGE ST
800 SUMTER ST
900 PENDLETON ST
0 MELTON AL
900 PARK ST
1100 COLLEGE ST
800 MAIN ST
1300 GREENE ST
800 ASSEMBLY ST
1200 GREENE ST
700 SUMTER ST
1100 GREENE ST
700 MAIN ST
1000 GREENE ST
700 ASSEMBLY ST
1200 DEVINE ST
1100 DEVINE ST

Both Sides of the Street

Legend

- Famously Hot New Year
- Perimeter Clean-up Boundary

0 125 250 500 750 1,000 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\10132016_NewYear.mxd

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-058 - Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-058 encroach to Girl Scouts adj 1107 Williams Street (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-058

Granting an encroachment to the Girl Scouts of South Carolina Mountain to Midlands, Inc. for the use of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation adjacent to its building at 1107 Williams Street, Richland County TMS#08912-12-10

WHEREAS, the Girl Scouts of South Carolina Mountain to Midlands, Inc. (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street adjacent to its building at 1101 Williams Street for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately two hundred three (203') feet in length and three feet six inches (3'6") in width; brick paver walkways approximately twenty-three (23') feet in length and three (3) feet in width; a driveway approximately fifty (50') feet in length and twenty (20') feet in width; a driveway approximately forty-two (42') feet in length and thirty-seven (37') feet in width; twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way areas of the 1100 block of Williams Street and 300 block of Senate Street adjacent to its building at 1101 Williams Street for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately two hundred three (203') feet in length and three feet six inches (3'6") in width; brick paver walkways approximately twenty-three (23') feet in length and three (3) feet in width; a driveway approximately fifty (50') feet in length and twenty (20') feet in width; a driveway approximately forty-two (42') feet in length and thirty-seven (37') feet in width; twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length; landscaping and irrigation, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping shall be maintained by the property owner.

LEGAL DEPARTMENT DRAFT

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Lighting standards are to be reviewed and approved by Traffic Engineering and Planning before installation.

9. Off-street parking spaces are not for the exclusive use of the applicant and may be metered by Parking Services.

10. All improvements must comply with all requirements of the Design/Development Review Commission (D/DRC).

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/7/2018
18002109

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-058

1100 BLOCK OF WILLIAMS STREET AND 300 BLOCK OF SENATE STREET ADJACENT TO 1101 WILLIAMS STREET SIDEWALKS, DRIVEWAYS, PARKING, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to the 1100 block of Williams Street and the 300 block of Senate Street adjacent to 1107 Williams Street, TMS#08912-12-10
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation
Applicant:	Girl Scout of America Mountain to Midlands, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length varying in width between six (6') feet and nine (9') feet, concrete sidewalks approximately two hundred three (203') feet in length three feet six inches (3'6") in width, brick paver walkways approximately twenty-three (23') feet in length three (3) feet in width a driveway approximately fifty (50') feet in length twenty (20') feet in width, a driveway approximately forty-two (42') feet in length thirty-seven (37') feet in width, twenty-one (21) angled on-street parking spaces measuring nine (9') feet in width and eighteen (18') feet in length, landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Applicant must maintain landscaping and irrigation.
Land Development	Recommend approval.
Fire	Recommend approval.

1107 Williams

City of Columbia

We Are Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Friday, August 31, 2018

- Address Point
- Tax Parcel

Street Ownership

- City of Columbia
- State
- County
- Federal
- Private
- University of South Carolina
- Working

Street Centerline

- Interstates
- Major Streets
- Streets
- Railroad

0 50 100 200 Feet

CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 12/22/17 Property Owner: Girl Scouts of America

Applicant's Name if different from Property Owner:

Contact Information: Telephone Number: 800-849-4475 Fax Number:

Mailing address: 5 Independence Point, Suite 120 E-mail address: khutzell@gssc-mm.org

Business Name/Development Name for Encroachment: Girl Scouts of South Carolina Mountains to Midlands Leadership Center

Encroachment type: ___Wall ___Fence ___Columns X Steps X Irrigation System X Landscaping X Driveway X Pavers X Sidewalk/Walkway
X Planters Awning X Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) Removal of existing site improvements within City R/W associated with existing building and construction of new parking, sidewalks, pavers, plantings, irrigation, storm drainage. See attached plans.

Construction material: Concrete, pavers, asphalt

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

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VICINITY MAP

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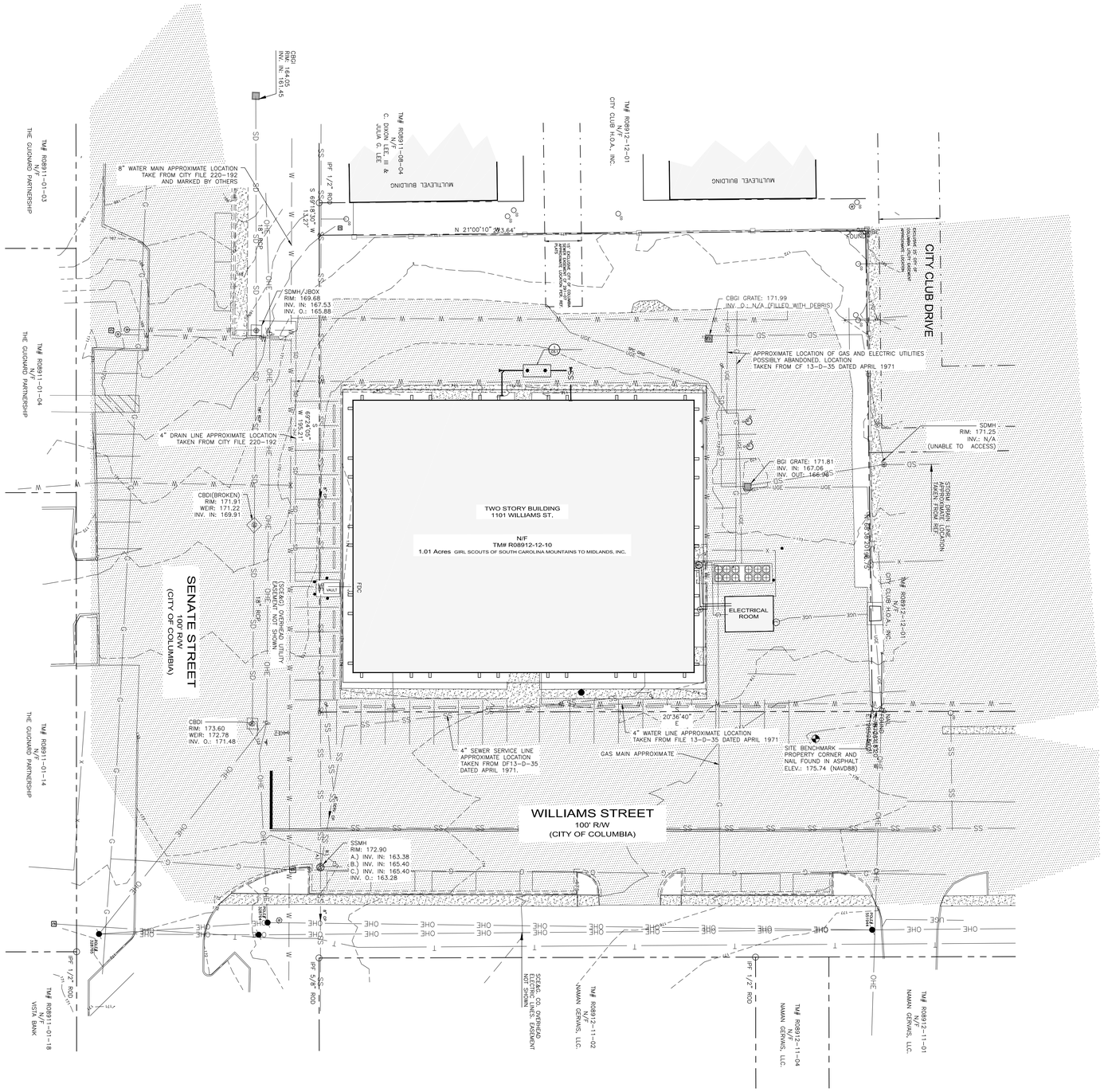
A/E Seal

SOUTH CAROLINA
SB TODD & ASSOCIATES, INC.
NO. C03047
CERTIFICATE OF AUTHORIZATION

A/E Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NO. 15190
ROBERT BRUCE TODD

1/12/2018



LEGEND

EXISTING	DESCRIPTION
	BENCHMARK/CONTROL POINT
	PROPERTY LINE/RIGHT OF WAY
	BUILDING
	LIGHT POLE
	TREE
	BITUMINOUS SURFACE
	CONCRETE SURFACE
174	CONTOUR
	SPOT ELEVATION
	CHAIN LINK FENCE
WV D=0	WATER VALVE
	WATER METER
	UNDERGROUND ELECTRIC LINE w/LIGHT POLE
	SANITARY SEWER LINE w/MANHOLE
	SANITARY SEWER CLEANOUT
	STORM DRAIN LINE w/STRUCTURE
N/A	KEY NOTE REFERENCE
	BOLLARD

GENERAL NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY CAROLINA SURVEYING SERVICES INC. ON 1/16/17. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. OWNER: KIM HUTZELL
   GIRL SCOUTS OF SOUTH CAROLINA
   FIVE INDEPENDENCE POINT, SUTIE 120
   GREENVILLE, SC 29615
   PHONE NUMBER: 800-849-4475
   EMAIL: KHUTZELL@GSSC-MM.ORG
   TMS: R08912-12-10
   ZONING: C-3
   DEVELOPMENT ADDRESS: 1107 WILLIAMS STREET
   TOTAL ACREAGE: 1.01 ACRES
   DISTURBED AREA: 1.29 ACRES
3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0094 H, DATED FEBRUARY 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
5. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.
6. ALL UNDERGROUND UTILITIES ARE TO REMAIN INCLUDING STORM DRAINAGE SYSTEM, UNLESS SPECIFICALLY INDICATED TO BE REMOVED.

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CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

GIRL SCOUTS OF SOUTH CAROLINA MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number
C-840-16
Drawn By
RPL
Checked By
RBT
Date
6.22.18

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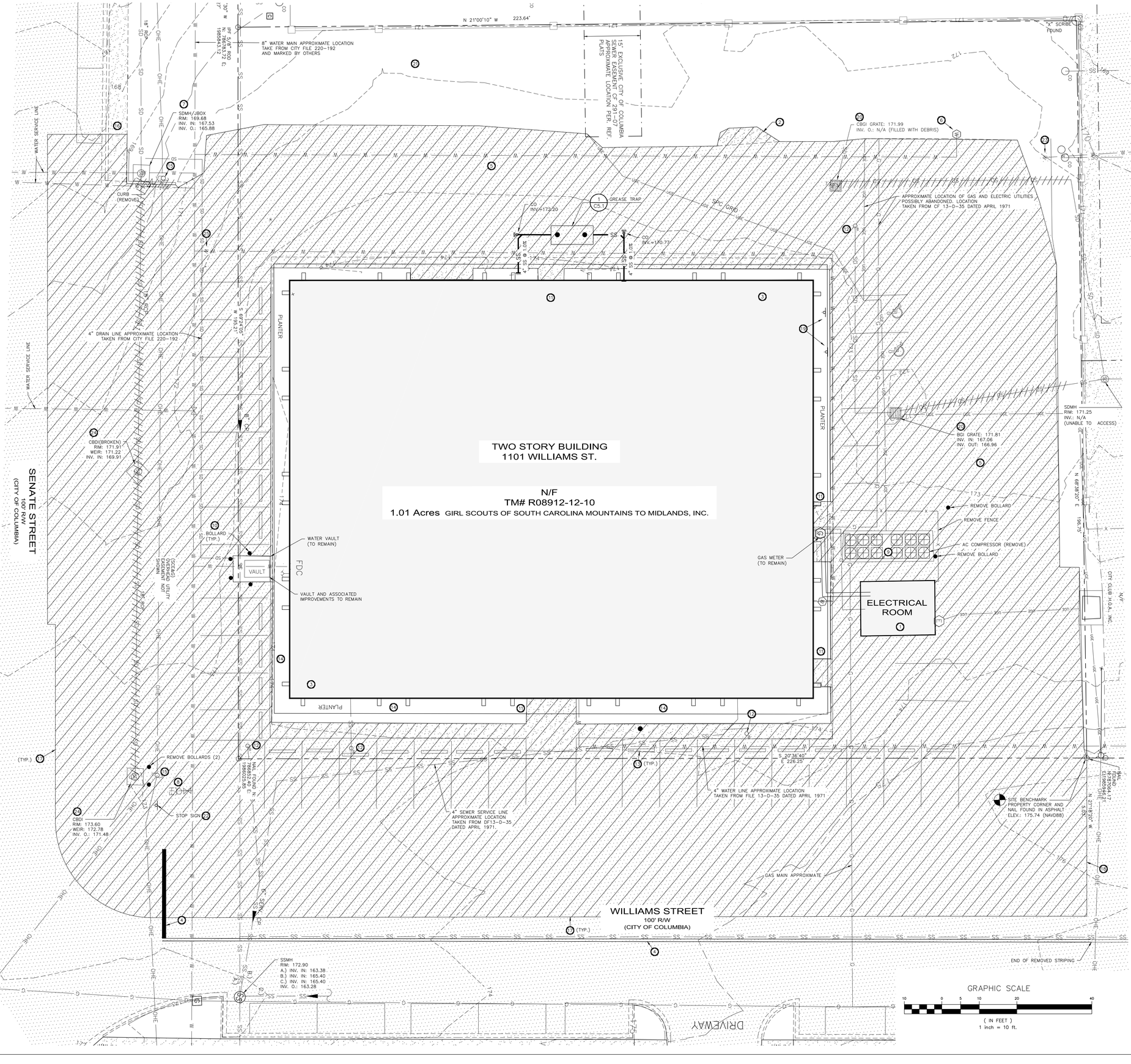
Drawing Title.
EXISTING CONDITIONS PLAN

Drawing No.
C1.1

Jun 19, 2018 - 8:04am S:\Projects\16537 Girl Scout HQ\drawings\Civil\180614\16537 Girl Scout HQ.dwg



LEGEND

DEMOLITION	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
N/A		BUILDING
N/A		LIGHT POLE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
N/A	174	CONTOUR
N/A	WV	WATER VALVE
N/A	W	WATERLINE
N/A	OHE	OVERHEAD ELECTRIC LINE
N/A	UGE	UNDERGROUND ELECTRIC LINE
N/A	SS	SANITARY SEWER LINE w/MANHOLE
N/A		SANITARY SEWER CLEANOUT
SD	SD	STORM DRAIN LINE w/STRUCTURE
1 SEE PLANS	N/A	KEY NOTE REFERENCE
		BOLLARD

GENERAL NOTES

1. ALL UNDERGROUND UTILITY LINES AND STORM DRAIN LINES ARE TO REMAIN UNLESS SPECIFICALLY INDICATED TO BE REMOVED OR ADJUSTED.

KEY NOTES

1. BLOCK BUILDING TO REMAIN.
2. REMOVE CONCRETE PAD.
3. COORDINATE WITH ARCHITECTURAL PLANS REGARDING DEMOLITION IN THIS AREA.
4. REMOVE EXISTING STRIPING ALONG WILLIAMS STREET APPROXIMATELY 260' BACK FROM FRONT OF STOP BAR. RE-STRIPE AS INDICATED ON SHEET C2.1.
5. REMOVE ALL EXISTING PAVEMENT WITHIN PROPERTY LINES INCLUDING CURBS AND SIDEWALK.
6. WATER SPIGOT TO BE REMOVED AND LINE EXTENDED. COORDINATE WITH SHEET C3.1.
7. REMOVE EXISTING STRUCTURE TOP, ADJUST BOX ELEVATION AND INSTALL NEW TOP WITH MANHOLE FRAME AND COVER. FLUSH WITH NEW PAVEMENT. REMOVE 18" RCP FROM EAST SIDE OF STRUCTURE AND CLOSE OPENING WITH BRICK AND MORTAR.
8. CONTRACTOR TO REMOVE AND RELOCATE EXISTING HYDRANT. ADJUST EXISTING VALVE BOX ELEVATION TO MATCH NEW GRADES. COORDINATE WITH THE CITY OF COLUMBIA FIRE CHIEF PRIOR TO RELOCATION (KRIS SCOTT 803-545-3736). COORDINATE WITH SHEET C3.1.
9. REMOVE AC UNITS AND ASSOCIATED CONCRETE PAD, POWER SUPPLY, AND REFRIGERANT LINES. COORDINATE WITH MECHANICAL AND ELECTRICAL PLANS.
10. REMOVE EXISTING BOLLARDS (4) AT METER PIT.
11. COORDINATE WITH ARCHITECTURAL PLANS FOR ANY SPECIFIC INFORMATION RELATED TO REMOVAL OF IMPROVEMENTS ADJACENT TO BUILDING.
12. CLEANOUTS TO REMAIN. ADJUST ELEVATION FLUSH WITH NEW SURFACE.
13. CONTRACTOR TO REMOVE ALL WHEEL STOPS FROM PROJECT SITE.
14. REMOVE ALL PLANTS AROUND BUILDING.
15. RELOCATE EXISTING TRANSMISSION LINE POWER POLE. COORDINATE WITH ELECTRICAL SITE PLANS.
16. SAWCUT EXISTING SIDEWALK AND PROJECTED ASPHALT PAVEMENT AT SECOND SCORE JOINT WEST OF DRIVEWAY. COORDINATE WITH SHEET C2.1.
17. SAWCUT AND REMOVE EXISTING PAVEMENT ALONG EDGE OF NEW GUTTER FACE OR PROJECTED GUTTER FACE. COORDINATE WITH SHEET C2.1.
18. SAWCUT ASPHALT PAVEMENT ALONG PROJECTED PROPERTY LINE. COORDINATE WITH SHEET C2.1 FOR PROPOSED IMPROVEMENTS.
19. REMOVE HANDICAP SIGNS. SALVAGE FOR REINSTALLATION.
20. REMOVE EXISTING STRUCTURE AND ASSOCIATED PIPE TO NEW JUNCTION BOX. COORDINATE WIHT SHEET C3.1.
21. SEE LANDSCAPING PLAN FOR INFORMATION ON GRASS REMOVAL.
22. REMOVE EXISTING STOP SIGN AND REINSTALL IN NEW LOCATION. COORDINATE WITH SHEET C2.1.
23. ADJUST METER LOCATION TO BEHIND NEW CURB. SEE SHEET C3.1. COORDINATE WITH CITY OF COLUMBIA PRIOR TO RELOCATION.
24. REMOVE EXISTING STRUCTURE AND ASSOCIATED 18" RCP WESTWARD TO DOWNSTREAM STRUCTURE.
25. RELOCATE EXISTING WATER METER NORTH OF NEW CURB AND GUTTER. COORDINATE WITH THE CITY OF COLUMBIA PRIOR TO RELOCATION.

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NO. C03047
CERTIFICATE OF AUTHORIZATION

AIE Seal
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NO. 15190
ROBERT BRUCE TODD
1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-640-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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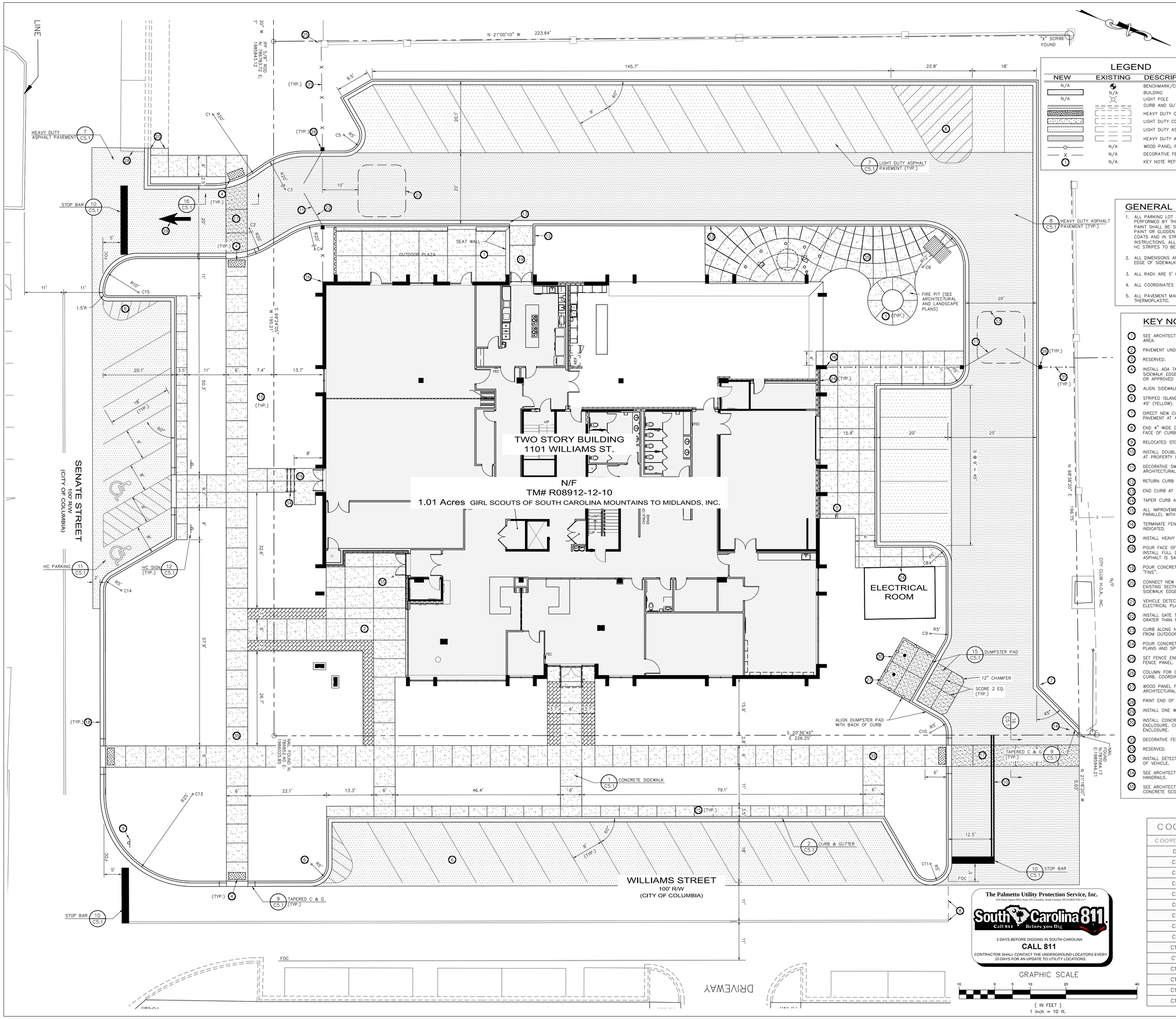
Drawing Title:
EXISTING CONDITIONS AND DEMOLITION PLAN

Drawing No.
C1.2



LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
	N/A	BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		HEAVY DUTY CONCRETE
		LIGHT DUTY CONCRETE
		LIGHT DUTY ASPHALT PAVEMENT
		HEAVY DUTY ASPHALT PAVEMENT
	N/A	WOOD PANEL FENCE
	N/A	DECORATIVE FENCE
	N/A	KEY NOTE REFERENCE

GENERAL NOTES

1. ALL PARKING LOT AND ROADWAY STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING TRAFFIC MARKING PAINT. PAINT SHALL BE SHERWIN-WILLIAMS "PRO-MAR" TRAFFIC MARKING PAINT OR GLIDDEN TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL PARKING LOT STRIPES TO BE 4" WIDE (WHITE). ALL HC STRIPES TO BE BLUE.
2. ALL DIMENSIONS ARE MEASURED TO FACE OF CURB, FACE OF BUILDING, EDGE OF SIDEWALK, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
3. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
4. ALL COORDINATES ARE STATE PLAIN.
5. ALL PAVEMENT MARKINGS WITHIN ROAD RIGHT OF WAY TO BE THERMOPLASTIC.

KEY NOTES

1. SEE ARCHITECTURAL SITE PLAN FOR IMPROVEMENTS IN THIS AREA.
2. PAVEMENT UNDER BUILDING OVERHANG REFLECTED.
3. RESERVED.
4. INSTALL ADA TACTILE WARNING PADS (YELLOW) WITHIN 6" OF SIDEWALK EDGE WIDTH. INSTALL CAST IN PLACE ADA SOLUTIONS OR APPROVED EQUAL.
5. ALIGN SIDEWALK WITH WINDOW EDGE.
6. STRIPED ISLAND AS INDICATED WITH 4" WIDE STRIPES 2' O.C. AT 45° (YELLOW).
7. DIRECT NEW CURB AND GUTTER TO CORNER OF EXISTING PAVEMENT AT 45° ANGLE. END AT PROPERTY LINE.
8. END 4" WIDE DOUBLE YELLOW STRIPING AT PROJECTED NEW FACE OF CURB.
9. RELOCATED STOP SIGN.
10. INSTALL DOUBLE YELLOW LANE STRIPES (4") AS INDICATED. END AT PROPERTY LINE.
11. DECORATIVE SWING GATE WITH ACTIVATORS. COORDINATE WITH ARCHITECTURAL AND ELECTRICAL PLANS.
12. RETURN CURB 6' AT SIDEWALK RAMP.
13. END CURB AT WALL CORNER. SLOPE SIDEWALK ALONG WALL.
14. TAPER CURB AND GUTTER AT PROPERTY LINE.
15. ALL IMPROVEMENTS IN WILLIAMS STREET AND SENATE STREET ARE PARALLEL WITH THE PROPERTY LINES.
16. TERMINATE FENCE PANEL AT BUILDING CORNER OR FIN WHERE INDICATED.
17. INSTALL HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL
18. POUR FACE OF GUTTER FLUSH WITH SAWCUT EDGE OF ASPHALT. INSTALL FULL DEPTH ASPHALT (12"-TYPE C) IN AREAS WHERE ASPHALT IS SAWCUT PAST FACE OF GUTTER, SUCH AS CURVES.
19. POUR CONCRETE SIDEWALK THE INSIDE WIDTH OF BUILDING "FINS".
20. CONNECT NEW CURB AND GUTTER TO EXISTING MATCHING EXISTING SECTION. POUR NEW SIDEWALK FLUSH WITH EXISTING SIDEWALK EDGE.
21. VEHICLE DETECTION LOOP FOR FREE EGRESS. COORDINATE WITH ELECTRICAL PLANS.
22. INSTALL GATE TO ALLOW SWING ON GATE INDICATED TO SWING GRATER THAN NINETY DEGREES AND ALIGN WITH CURB.
23. CURB ALONG NORTHERN SIDE OF BUILDING TO BE PROJECTED FROM OUTDOOR PLAZA SEAT WALL.
24. POUR CONCRETE FLUSH WITH BUILDING. SEE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR SEALANT INFORMATION.
25. SET FENCE END POST ADJACENT TO EXISTING FENCE COLUMN OR FENCE PANEL. SEE PLAN.
26. COLUMN FOR GATE SUPPORT. INSTALL FLUSH WITH BACK OF CURB. COORDINATE WITH ARCHITECTURAL PLANS.
27. WOOD PANEL FENCE WITH LOCKABLE SWING GATE PANELS. SEE ARCHITECTURAL PLANS.
28. PAINT END OF PARKING SPACE.
29. INSTALL ONE WAY DIRECTIONAL ARROW. SEE DETAIL 5/C5.1.
30. INSTALL CONCRETE DUMPSTER PAD 6" PAST LIMITS OF ENCLOSURE. COORDINATE WITH ARCHITECTURAL PLANS FOR ENCLOSURE.
31. DECORATIVE FENCE. COORDINATE WITH ARCHITECTURAL PLANS.
32. RESERVED.
33. INSTALL DETECTION LOOP TO KEEP GATE OPEN IN SWING PAST OF VEHICLE.
34. SEE ARCHITECTURAL PLANS FOR INFORMATION ON STEPS AND HANDRAILS.
35. SEE ARCHITECTURAL SITE PLANS FOR SPECIFIC INFORMATION ON CONCRETE SCORING AND COLORING.

COORDINATE SCHEDULE

COORDINATE	NORTHING	EASTING
C1	786774.99	1985868.32
C2	786786.67	1985885.29
C3	786809.89	1985888.14
C4	786822.49	1985904.68
C5	786811.49	1985860.82
C6	786976.78	1985838.46
C7	786993.42	1985862.53
C8	787007.98	1985915.68
C9	787014.95	1985934.20
C10	787024.76	1985960.28
C11	787037.74	1985994.77
C12	786874.91	1986055.94
C13	786836.79	1986049.21
C14	786797.85	1986002.67
C15	786772.96	1985922.52

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AIE Seal — SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

Project Number	G-840-16
Drawn By	RPL
Checked By	RBT
Date	6.22.18

No.	Description	Date

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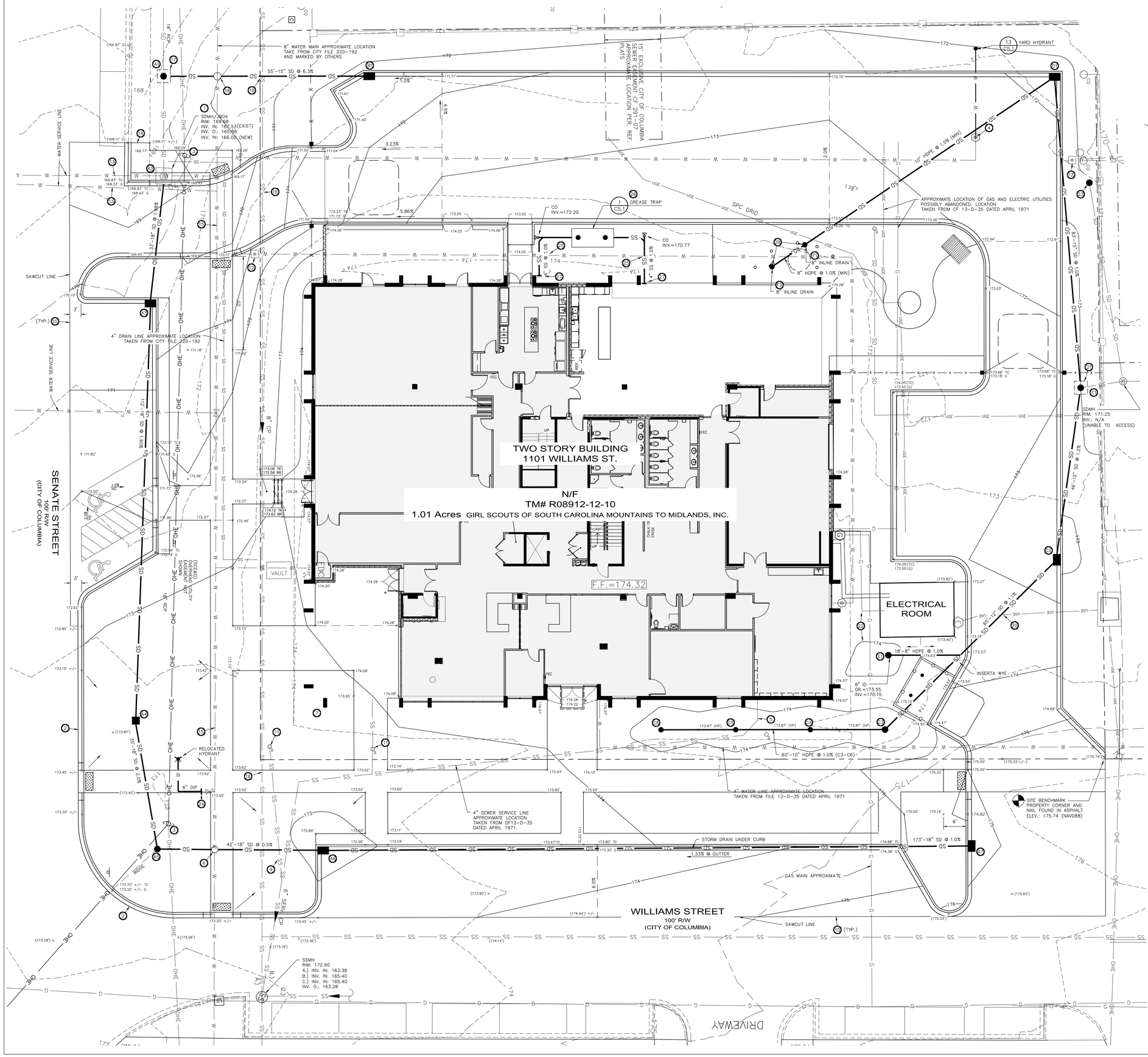
Drawing Title. **STAKING PLAN**

Drawing No. **C2.1**



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Fax. 803.781.3142
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LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
		BUILDING
N/A		TREE
175	175	CONTOUR
× 175.50	N/A	SPOT ELEVATION
		FIRE HYDRANT
WV		WATER VALVE
W	W	WATER MAIN/SERVICE
	SD	STORM DRAIN LINE w/STRUCTURE
SS	SS	SANITARY SEWER LINE
		SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
1	N/A	KEY NOTE REFERENCE
174.75 TR	N/A	TOP OF RISER
174.25 BR	N/A	BOTTOM OF RISER
173.33 BC	N/A	TOP OF CURB
172.93 G	N/A	GUTTER

KEY NOTES

1. COORDINATE WITH SHEET C1.2 FOR IMPROVEMENTS TO EXISTING JUNCTION BOX TOP. REMOVE EXISTING UPSTREAM PIPE TO ALLOW INSTALLATIONS OF NEW PIPE. CORE EXISTING BOX TO ACCOMMODATE NEW DRAIN LINE AND BRICK. CLOSE REMAINING OPENING.
2. POUR NEW FACE OF GUTTER FLUSH WITH EXISTING PAVEMENT ALONG SAWCUT LINE.
3. COORDINATE WITH ELECTRICAL PLANS FOR DETAILS ON RELOCATION OF POWER POLE.
4. REMOVE EXISTING HOSE BIB AND EXTEND EXISTING WATER SUPPLY BEHIND NEW CURB AS INDICATED. NEW PIPE TO BE SDR 21 OR APPROVED EQUAL. INSTALL YARD HYDRANT AT END OF LINE. SEE DETAIL.
5. CONTRACTOR TO CONFIRM LOCATION AND ELEVATION OF EXISTING SEWER SERVICE PRIOR TO CONSTRUCTION. ADJUST ELEVATION OF SEWER SERVICE AS NEEDED TO ACCOMMODATE STORM DRAIN LINE. COORDINATE WITH CIVIL ENGINEER.
6. INVERT ON 18" RCP EQUALS 169.90. TOP OF WATERLINE EQUALS 169.25 (ESTIMATED). CONTRACTOR TO LOCATE WATERLINE AND VERIFY ELEVATION PRIOR TO CONSTRUCTION.
7. SEE SHEET AS1.2 FOR DETAILED INFORMATION IN THIS AREA.
8. RESERVED.
9. BASED UPON SEWER SERVICE INVERTS IN DOWNSTREAM MANHOLE, IT IS ASSUMED THAT SEWER SERVICES ARE DEEP ENOUGH TO INSTALL STORMDRAIN LINE OVER SERVICES. CONTRACTOR TO CONFIRM PRIOR TO CONSTRUCTION. SEE STORM DRAIN PROFILES.
10. MATCH EXISTING GRADE WITH NEW PAVEMENT AT SAWCUT LINE.
11. ADJUST LOCATION AND ELEVATION OF SANITARY SEWER CLEANOUT AS NECESSARY TO ACCOMMODATE NEW CONSTRUCTION.
12. RELOCATED METER BEHIND CURB. COORDINATE WITH SHEET C1.2.
13. ADJUST SERVICE LINES AS NEEDED TO ACCOMMODATE NEW CONSTRUCTION. RELOCATION MUST BE COMPLETED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR. COORDINATE WITH CITY PRIOR TO RELOCATION.
14. POUR NEW CONCRETE FLUSH WITH EXISTING SAWCUT EDGE AT PREVIOUS SCORE JOINTS.
15. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF 8" WATERLINE PRIOR TO CONSTRUCTION.
16. SEWER MAIN INDICATED IS SUSPECTED TO BE ABANDONED. CONTRACTOR TO CONFIRM PRIOR TO CONSTRUCTION.
17. CONSTRUCT JUNCTION BOX (TYPE 2) AROUND EXISTING 18" STORM DRAIN LINE. CUT PIPE FLUSH WITH INSIDE OF BOX.
18. INVERT ON 15" RCP EQUALS 170.00. TOP OF WATERLINE EQUALS 166.00 (ESTIMATED). CONTRACTOR TO LOCATE WATER LINE AND VERIFY ELEVATION PRIOR TO CONSTRUCTION.
19. CONFIRM EXISTENCE OF SEWER LINE PRIOR TO CONSTRUCTION. IF CONFIRMED, VERIFY LOCATION AND ELEVATIONS AND COORDINATE WITH DESIGN ENGINEER.
20. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF UNDERGROUND ELECTRIC LINE PRIOR TO INSTALLATION. MAINTAIN 12" SEPARATION BETWEEN STORM DRAIN LINE AND ELECTRIC LINE. COORDINATE WITH CIVIL ENGINEER ON DISCREPANCIES.
21. CONSTRUCT JUNCTION BOX (TYPE I) AROUND EXISTING STORM DRAIN LINE. CUT PIPES FLUSH WITH INSIDE OF BOX.
22. GRADE AREA BEHIND ELECTRICAL ROOM FOR POSITIVE DRAINAGE.
23. CONSTRUCT JUNCTION BOX (TYPE I) AROUND END OF REMAINING STORM DRAIN LINE. COORDINATE WITH SHEET C1.2.
24. CONNECT 6" DIP TO END OF EXISTING LINE WHERE HYDRANT WAS REMOVED. COORDINATE WITH SHEET C1.2. INSTALL 6" DIP TO RELOCATED HYDRANT. LOCATION AS INDICATED. INSTALL MEGALUG RESTRAINED JOINTS AT ALL BENDS AND CONNECTIONS. ADJUST EXISTING VALVE BOX ELEVATIONS TO NEW GRADES.
25. ADJUST ELEVATIONS OF WATERLINE AS NEEDED TO ACCOMMODATE NEW SEWER LINE. MAINTAIN 6" SEPARATION.
26. PRIOR TO PURCHASING OR INSTALLING GREASE TRAP, CONTRACTOR SHALL VERIFYING EXISTING SANITARY SEWER LOCATIONS AND ELEVATIONS. CONFIRM ELEVATIONS AT CLEANOUTS AND GREASE TRAP WILL ACCOMMODATE EXISTING SEWER SERVICE.
27. COORDINATE WITH PLUMBING PLANS FOR INFORMATION ON SEWER LINE EXITING AND ENTERING BUILDING.
28. CONTRACTOR TO INSTALL TWO (2) 8" INLINE DRAINS AT SPLASH PAD AND EXTEND 10" HDPE STORM LINE TO STRUCTURE D1. ADJUST ELEVATIONS AND LOCATIONS AS NECESSARY TO ACCOMMODATE SPLASH PAD IMPROVEMENTS. COORDINATE WITH ARCHITECT.

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GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

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A/E Seal: SOUTH CAROLINA, REGISTERED PROFESSIONAL ENGINEER, NO. 15190, ROBERT BRUCE TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-840-16
Designed By: RPL
Checked By: RBT
Date: 6.22.18

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Drawing Title: **GRADING AND UTILITIES PLAN**

Drawing No. **C3.1**

The Boudreaux Group

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES	COMMENTS	QTY.
GINK	GINKGO BILOBA 'FASTIGATA'	GINKGO	2 1/2"	4'	10-12'	24"	1	MATCHING, SPECIMEN	11
ILEX F	ILEX X ATTENUATA 'FOSTERI'	'FOSTER' HOLLY		3'-5'	8-10'	24"		MATCHING, SPECIMEN	22
LAGI T	LAGERSTROEMIA 'TUSKEGEE'	'TUSKEGEE' CRAPEMYRTLE	1 "	6'	8'-10'	24"	3 MIN	MATCHING, SPECIMEN	3
NYSS	NYSSA SYLVATICA	BLACK TUPELO	2 1/2"	6'	10-12'	24"	1	MATCHING, SPECIMEN	5
PIST	PISTACIA CHINENSIS	CHINESE PISTACHE	2 1/2"	6'	10-12'	24"	1	MATCHING, SPECIMEN	3
SABA	SABAL PALMETTO	PALMETTO			10-12'	24"	1	SPECIMEN	1
ABEL	ABELIA X 'ROSE CREEK'	'ROSE CREEK' ABELIA		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	73
LORO	LOROPETALUM CHINENSE 'RUBY'	'RUBY' LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	10
MISC	MISCANTHUS SINENSIS	MAIDEN GRASS		18"	18"	3 GAL.		PLANT 3' O.C.	48
ANNUALS	ANNUAL FLOWERS	(VARIETY TO BE SELECTED)							120 SF
LIRI	LIRIOPE MUSCARII 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	400
SOD	EREMOCHLOA OPHIUROIDES	CENTIPEDE GRASS						WELL ROOTED	10,350 SF

Density Factor Calculations

Site = 1.01 Acres 30.3 DFS Units Required
42.0 DFS Units Provided

TREES PLANTED Quantity	Tree Species	Softwood?	Tree Caliper	Units	Credits
11	Ginkgo	☐	2 in	1.0	11.0
5	Black Gum	☐	2 in	1.0	5.0
3	Chinese Pistache	☐	2 in	1.0	3.0
22	Foster Holly	☐	2 in	1.0	22.0
1	Palmetto	☐	Palmetto	1.0	1.0
		☐		0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
		☐	Choose Caliper	0.0	0.0
42				Total Credits	42

Required Units/Acre (DFS)	30.3
Additional Units from Grand Tree Removal	0.00
Total Required Credits (RDF)	30.3
Existing/Saved Credits (EDF)	0.0
Planted Credits	42.0
Proposed Credits	42

GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.

2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.

3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.

4. BASE PLAN DATA DERIVED FROM SITE SURVEY, PROVIDED BY THE BOUDREAUX GROUP DATED 2/13/17.

PLANTING NOTES

1. PLANTS LABELED N/G ARE NOT IN CONTRACT AND ARE NOT A PART OF THIS PHASE OF WORK.

2. REQUIREMENTS FOR THE MEASUREMENTS, BRANCHING, GRADING, QUALITY, BALLING AND BURLAPPING OF PLANTS IN THE PLANT LIST GENERALLY FOLLOWS OR EXCEEDS A CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE AMERICAN STANDARD FOR NURSERY STOCKS. SEE THE PLANT LIST FOR MORE RESTRICTIVE REQUIREMENTS.

3. ALL PLANTS SHALL HAVE A WELL FORMED HEAD WITH MINIMUM CALIPER, HEIGHT AND SPREAD OF THE SIZE BRANCHES AS SHOWN ON THE PLANT LIST. TRUNKS SHALL BE UNDAMAGED AND SHAPE SHALL BE TYPICAL OF THE SPECIES.

4. MEASUREMENT OF CONIFER HEIGHT SHALL INCLUDE NOT MORE THAN FIFTY (50) PER CENT OF THIS YEARS VERTICAL GROWTH (TOP CANDLE).

5. THE LANDSCAPE CONTRACTOR IS HEREBY NOTIFIED OF THE EXISTENCE OF UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT AREA. THE CONTRACTOR SHOULD VERIFY THE EXACT LOCATION OF ALL UTILITY LINES PRIOR TO COMMENCEMENT OF DIGGING OPERATIONS.

6. THE CONTRACTOR WILL BE RESPONSIBLE FOR STAKING AND LAYOUT OF PLANTINGS ON THIS PROJECT. THE LANDSCAPE ARCHITECT OR OWNER SHALL BE ADVISED WHEN STAKES ARE READY FOR INSPECTION ON VARIOUS PLANTING AREAS. ALL LAYOUT WORK SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO OPENING ANY PLANTING PITS.

7. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL DO PERCOLATION TEST AS DETAILED ON DETAIL D/L-1. THE OWNER OR LANDSCAPE ARCHITECT SHALL VERIFY ACCURACY AND EFFECT OF PERCOLATION TESTING. IF THE SOIL AT GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTINGS RELOCATED.

8. SHOULD THE LANDSCAPE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PANS, STEAM OR OTHER UTILITY LINES OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE MUST ADVISE THE LANDSCAPE ARCHITECT IN WRITING OF THE CONDITIONS PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE LANDSCAPE CONTRACTOR WARRANTS THAT THE PLANTING AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANTS TO BE INSTALLED.

9. PLANTING PITS FOR TREE AND SHRUBS SHALL BE PREPARED AS PER DETAILS.

10. DOUBLE HAMMERED SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO ALL SHRUB BEDS BY THE CONTRACTOR. BEDS SHALL BE TREATED WITH PREEMERGENT HERBICIDE BY THE CONTRACTOR BEFORE MULCH IS APPLIED. SHREDDED HARDWOOD MULCH SHALL BE TWO INCHES DEEP. A SAMPLE OF SHREDDED HARDWOOD MULCH SHALL BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

11. ALL TREES ARE TO BE STAKED IMMEDIATELY AFTER PLANTING AS DETAILED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF STAKING HOSES, ETC. AT THE END OF THE ONE YEAR GUARANTEE PERIOD.

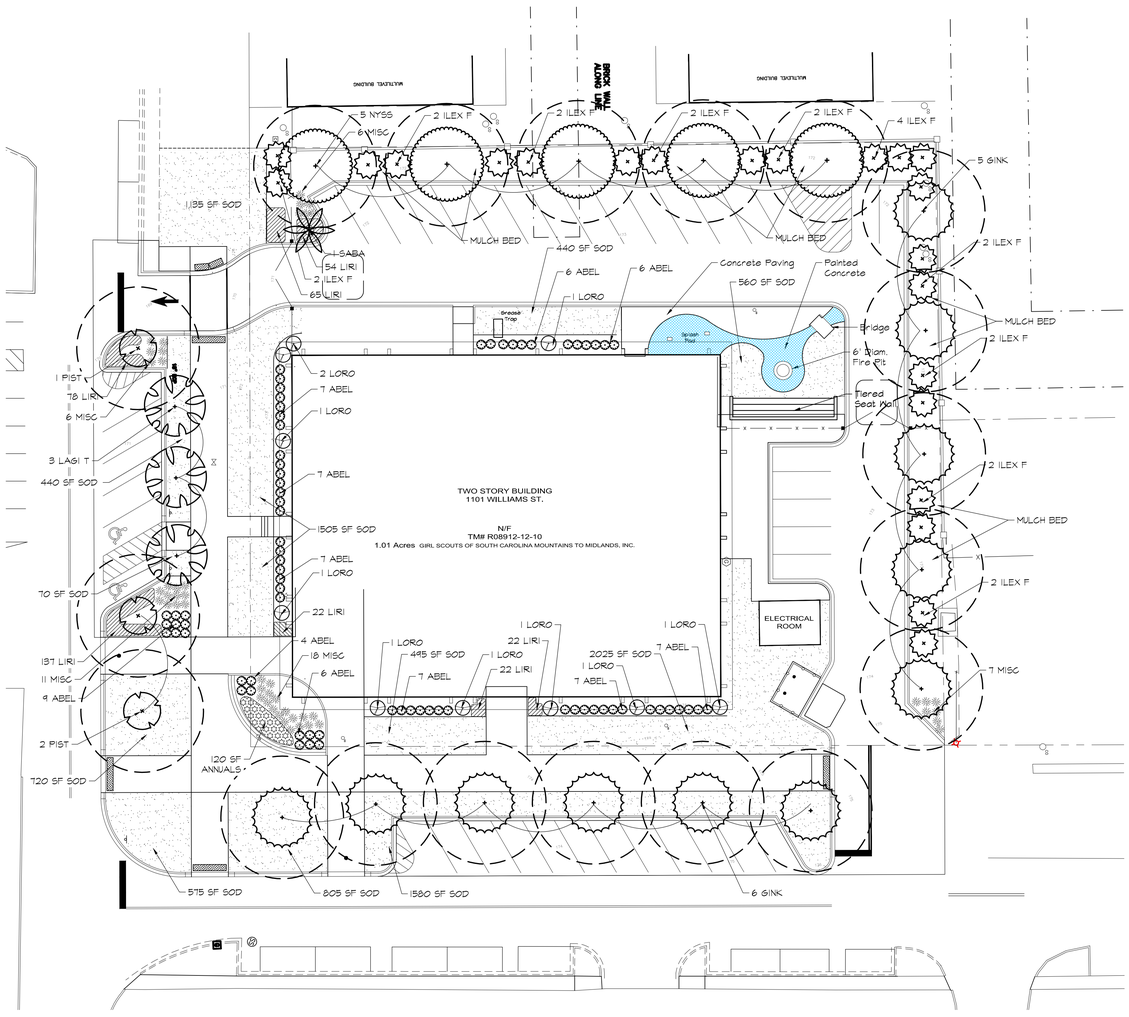
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE SITE AT THE COMPLETION OF THE PROJECT AND SHALL MAINTAIN THE SITE IN A REASONABLY NEAT AND CLEAN STATE THROUGHOUT THE INSTALLATION PROCESS. STREETS AND PAVED AREAS SHALL BE CLEANED REGULARLY TO REMOVE CONSTRUCTION MATERIALS AND OTHER DEBRIS RESULTING FROM WORK OF THE PROJECT.

13. PLANTS SHALL BE GUARANTEED FOR THE DURATION OF ONE (1) FULL YEAR AFTER THE FINAL ACCEPTANCE OF THE PLANTING BY THE OWNER AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY PLANT NOT IN A HEALTHY AND VIGOROUS STATE AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO COST TO THE OWNER. PLANTS SEVERELY DAMAGED BY VANDALS ARE NOT SUBJECT TO REPLACEMENT BY THE CONTRACTOR DURING THE ONE YEAR GUARANTEE PERIOD.

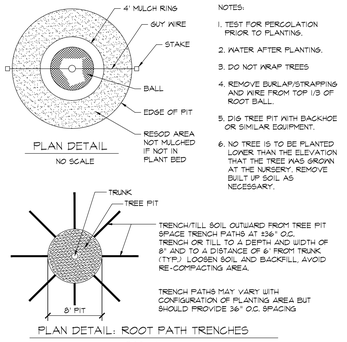
14. REPLACEMENTS OF DEAD OR UNSATISFACTORY MATERIAL SHALL BE MADE AS SPECIFIED IN THE PLANT LIST. THE OWNER OR LANDSCAPE ARCHITECT SHALL INSPECT REPLACED PLANTS WHEN ALL REPLACEMENTS HAVE BEEN MADE. REPLACEMENTS ARE TO BE ALIVE AND IN A HEALTHY CONDITION WHEN THE REPLACEMENTS ARE COMPLETE AND SHALL BE SUBJECT TO A ONE (1) YEAR GUARANTEE FROM THE DATE OF SATISFACTORY REPLACEMENT.

15. NO EXCAVATION OR PLANTING PIT SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.

16. PLANT MATERIAL QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR REFERENCE ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR THE ACTUAL PLANT MATERIAL COUNTS. DISCREPANCIES BETWEEN QUANTITIES SHOWN ON THE PLANTING PLAN AND THOSE IN THE PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION. IF CLARIFICATION OF DISCREPANCIES FROM THE LANDSCAPE ARCHITECT IS NOT POSSIBLE, THEN QUANTITIES SHOWN ON THE PLANTING PLAN SHALL TAKE PRECEDENCE.



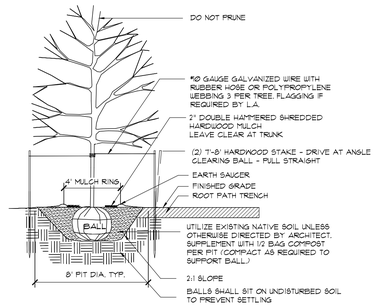
GRAPHIC SCALE 1" = 20'-0"
0' 10' 20' 40' 60'



PLAN DETAIL
NO SCALE

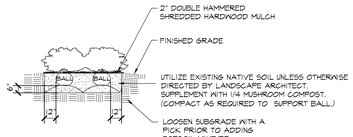
NOTES:
1. TEST FOR PERCOLATION PRIOR TO PLANTING.
2. WATER AFTER PLANTING.
3. DO NOT WRAP TREES
4. REMOVE BURLAP/STRAPPING AND WIRE FROM TOP 1/3 OF ROOT BALL.
5. DIG TREE PIT WITH BACKHOE OR SIMILAR EQUIPMENT.
6. NO TREE IS TO BE PLANTED LOWER THAN THE ELEVATION THAT THE TREE WAS GROWN AT THE NURSERY. REMOVE BUILT UP SOIL AS NECESSARY.

PLAN DETAIL: ROOT PATH TRENCHES
NO SCALE



A L-1 TREE PLANTING AND STAKING

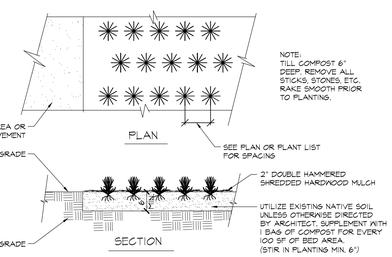
SECTION — NOT TO SCALE



NOTES:
1. TEST FOR PERCOLATION PRIOR TO PLANTING.
2. REMOVE PAPER, PLASTIC OR METAL CONTAINER THAT MAY BE AROUND ROOTS.
3. WATER AFTER PLANTING
4. DO BED PREPARATION ON ALL SHRUB & GROUNDCOVER AREAS

B L-1 SHRUB PLANTING

NOT TO SCALE



C L-1 TYPICAL GROUNDCOVER PLANTING

NOT TO SCALE

INSTRUCTIONS FOR PERFORMING A PERCOLATION TEST

1. WITH A SHOVEL OR POSTHOLE DIGGER, DIG HOLE 18" TO 24" DEEP. HOLE DIAMETER SHOULD BE A MINIMUM OF 4 INCHES. THE DIAMETER OF THE HOLE SHOULD BE UNIFORM FROM TOP TO BOTTOM WITH THE BOTTOM BEING FLAT.

2. FILL HOLE WITH WATER TO THE TOP AND LET STAND FOR AT LEAST AN HOUR TO PRE-WET THE SOIL.

3. REFILL HOLE TO WITHIN A COUPLE INCHES OF THE TOP. DON'T OVERFLOW THE HOLE.

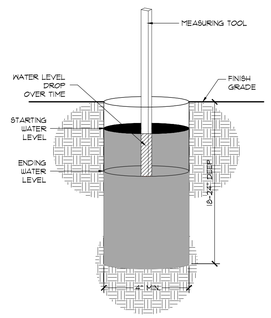
4. TO AID IN MEASUREMENT, PLACE A STICK ACROSS THE TOP OF THE HOLE AND USE A RULER OR MEASURING TAPE TO MARK PERIODIC DROPS IN WATER LEVEL.

5. ALLOW THE HOLE TO DRAIN FOR AT LEAST ONE HOUR. A LONGER PERIOD OF TIME (2 TO 3 HOURS) WILL GIVE A MORE ACCURATE READING OF AVERAGE PERCOLATION RATES.

6. DETERMINE AVERAGE DROP IN WATER LEVEL PER HOUR AND REFER TO THE TABLE BELOW TO INTERPRET RESULTS.

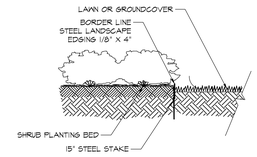
HOW TO INTERPRET RESULTS	
IF WATER LEVEL IN HOLE DROPS...	SITE IS...
LESS THAN ONE-HALF INCH PER HOUR	POORLY DRAINED AND SUITED TO WET -SITE SPECIES
ONE HALF-INCH TO ONE INCH PER HOUR	MODERATELY WELL DRAINED AND ACCEPTABLE FOR MANY SPECIES INCLUDING WET SITE SPECIES
MORE THAN ONE INCH PER HOUR	WELL DRAINED AND SUITABLE FOR ALL SPECIES INCLUDING SENSITIVE SPECIES

PERCOLATION TEST HOLE



D L-1 PERCOLATION TEST

ISOMETRIC — NOT TO SCALE



E L-1 STEEL EDGING

NOT TO SCALE

BOUDREAUX
inspired design
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BoudreauxGroup.com
1519 Sumter Street
Columbia, SC 29201

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
GRIMBALL COTTERILL & ASSOCIATES No.049
A/E Seal

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 472 MARK COTTERILL
A/E Seal

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER

No.	Description	Date

Project Number G-840-16
Drawn By SKC
Checked By TMC
Date 12.12.17

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Drawing Title. **PLANTING PLAN AND DETAILS**

Drawing No. **L-1**

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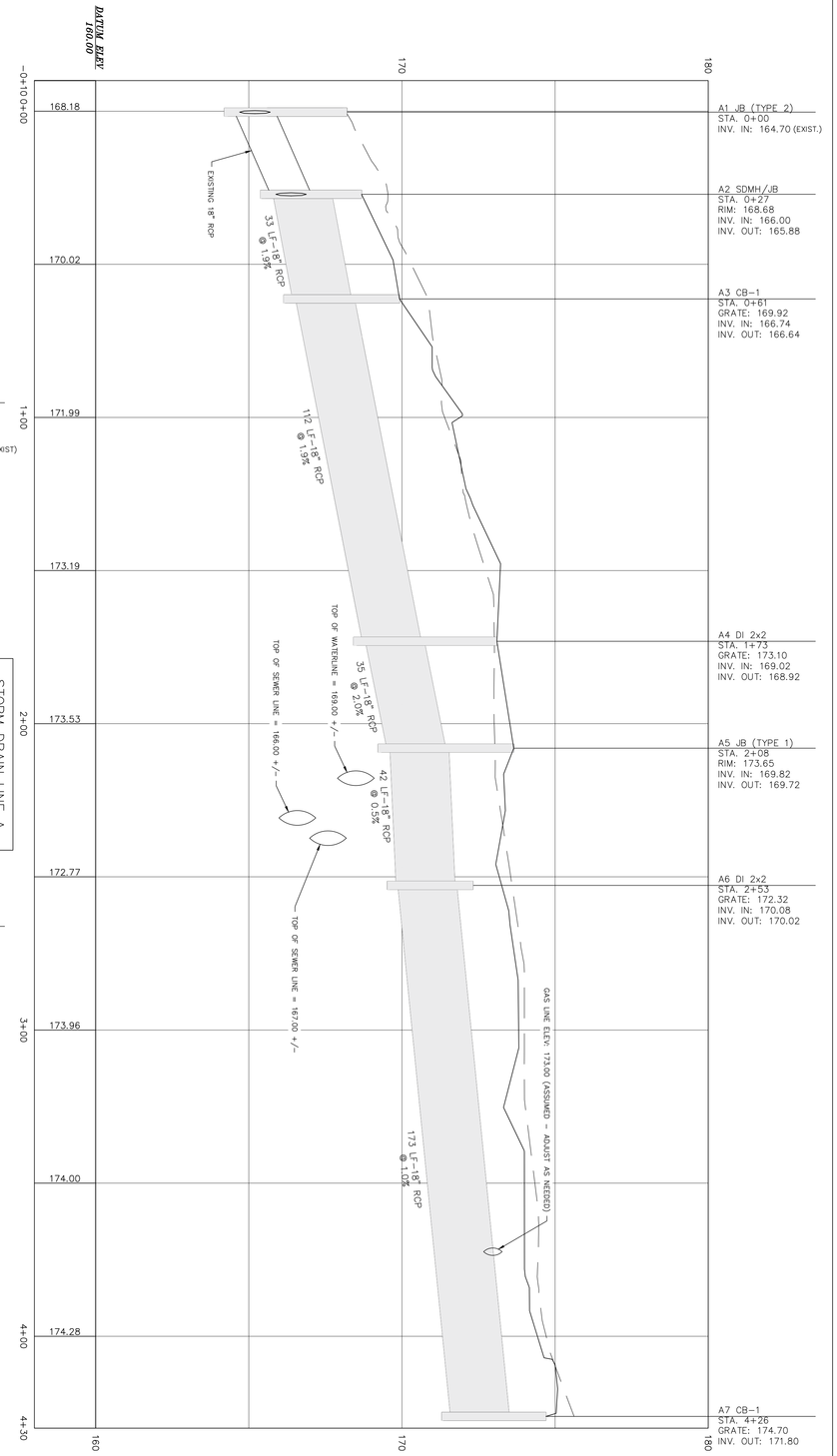
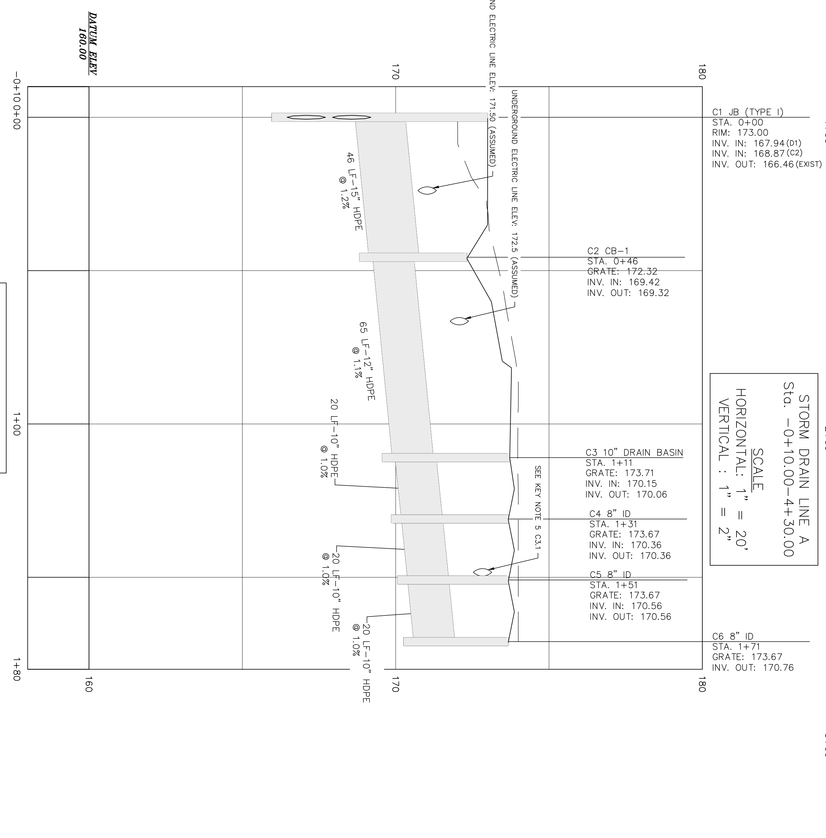


STORM DRAIN LINE A
Sta. -0+10.00-4+30.00

SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"



STORM DRAIN LINE C
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SCALE
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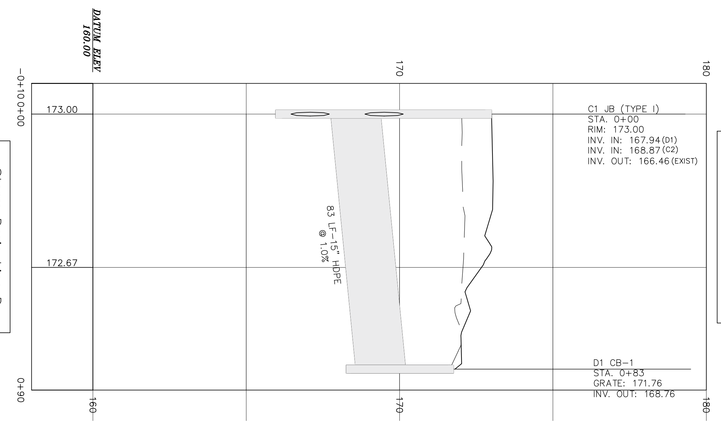
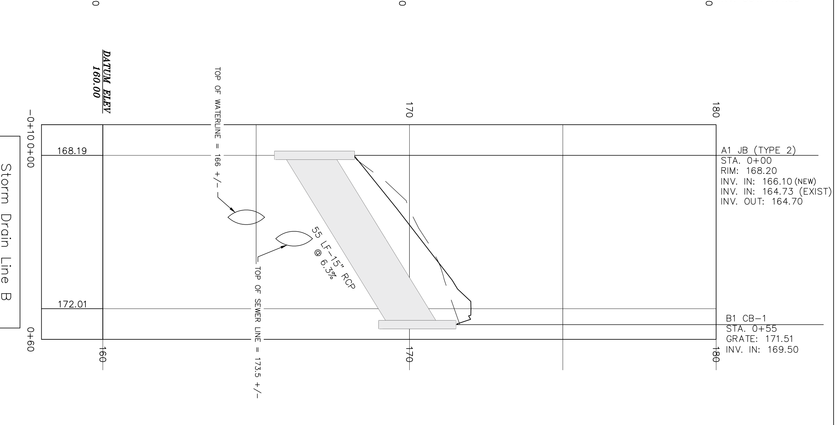
VERTICAL : 1" = 2"



Storm Drain Line D
Sta. -0+10.00-0+90.00

SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"



Storm Drain Line B
Sta. -0+10.00-0+60.00

SCALE
HORIZONTAL: 1" = 20'
VERTICAL : 1" = 2"

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Drawing No.
C3.2

Drawing Title.
GRADING AND UTILITIES PLAN

No.	Description	Date

Project Number G-840-16
Drawn By RPL
Checked By RBT
Date 6.22.18

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GIRL SCOUTS OF SOUTH CAROLINA

MOUNTAINS TO MIDLANDS LEADERSHIP CENTER

1101 WILLIAMS STREET, COLUMBIA, SC 29201

A/E Seal

1/12/2018

A/E Seal

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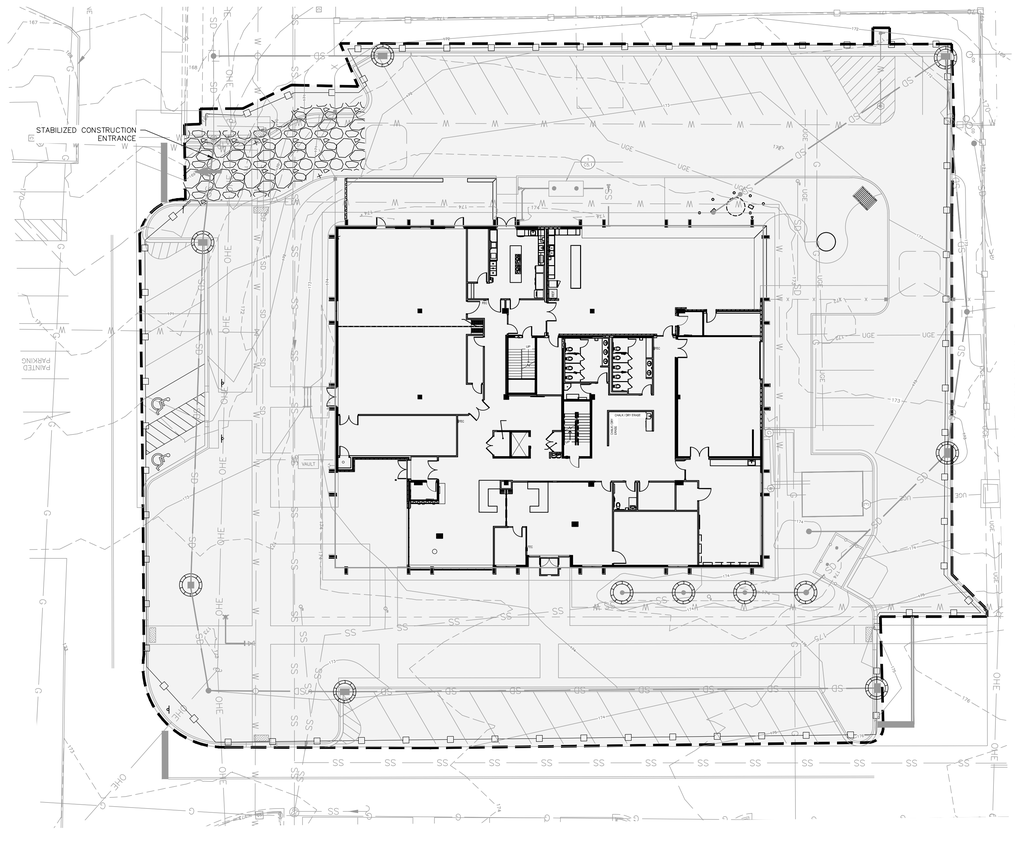


LEGEND

PROPOSED	DESCRIPTION
	SILT FENCE
	LIMITS OF DISTURBANCE (SHADED)
	INLET PROTECTION

CONSTRUCTION SEQUENCE OF ENTIRE CONSTRUCTION AREA FOR EROSION AND SEDIMENT CONTROL

1. RECEIVE NPDES COVERAGE FROM DHEC
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 10 DISTURBED AND NON-LINEAR)
3. NOTIFY DHEC EQC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S)
5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS
6. INSTALLATION OF PERIMETER CONTROLS (E.G., SILT FENCE)
7. CLEARING & GRUBBING OF SITE OR DEMOLITION (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED)
8. ROUGH GRADING
9. INSTALLATION OF UNDERGROUND DETENTION SYSTEMS, STORM DRAIN SYSTEM, AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED
10. FINE GRADING, PAVING, ETC.
11. PERMANENT/FINAL STABILIZATION
12. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES)
13. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE

AIRBORNE DUST CONTROL

THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS OUTLINED IN THE SOUTH CAROLINA DHEC STORMWATER MANAGEMENT BMP HANDBOOK AS NEEDED TO CONTROL AIRBORNE DUST DURING CONSTRUCTION. COORDINATE WITH ENGINEER PRIOR TO IMPLEMENTATION OF VARIOUS MEASURES.

SLOPE STABILIZATION

THE CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND IS RESPONSIBLE FOR INSTALLING THE NECESSARY STABILIZATION DEVICES TO ACCOMPLISH 100% STABILIZATION. THE CONTRACTOR SHALL INSTALL THE EROSION CONTROL MAT WHERE INDICATED AT MINIMUM AND MAY NEED TO INSTALL TEMPORARY SLOPE DRAIN (CONTRACTOR OPTION)

SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGHOUT THE LENGTH OF CONSTRUCTION SILT FENCES AT ALL STORM DRAINAGE STRUCTURES AND ALONG THE PERIMETER OF CONSTRUCTION AS NECESSARY TO CONTAIN ALL SEDIMENT RUNOFF WITHIN THE AREAS DISTURBED BY CONSTRUCTION.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
   > WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   > WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OR IDENTIFICATION.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE-THIRD THE HEIGHT OF THE SEDIMENT FENCE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING ALL SLOPES FROM FINISH GRADE TO NATURAL GROUND AND FOR PREVENTING EXCESSIVE EROSION FROM OCCURRING. IMMEDIATELY AFTER ESTABLISHING THE INTERMEDIATE ROUGH GRADE SLOPES AND AFTER REACHING THE FINAL GRADE SLOPES, THE CONTRACTOR SHALL PROVIDE GRASSING OF THESE SLOPES. WHEN SLOPES ARE DISTURBED BY SUBSEQUENT EXCAVATIONS FOR OTHER ITEMS, THE CONTRACTOR SHALL INSPECT THE REPAIRS AND CORRECT ANY DEFICIENCIES IN THE REPAIRS.
6. ALL GRADING WORK SHALL CONFORM SUBSTANTIALLY WITH THE GRADING PLANS. WHERE SPOT GRADES ARE INDICATED ON THE PLANS, THEY SHALL BE ESTABLISHED BY SCALING AND SHALL TAKE PRECEDENCE OVER CONTOURS. ALL GRADING BETWEEN SPOT GRADES SHALL BE SMOOTH AND UNIFORM.
7. THE CONTRACTOR SHALL ADEQUATELY COORDINATE THE INSTALLATION OF THE STORM DRAINAGE SYSTEM TO ENSURE THAT POSITIVE RUNOFF OF STORMWATER IS EFFECTED BOTH DURING CONSTRUCTION AND AFTER COMPLETION OF THE WORK.
8. IF NECESSARY, SLOPES WHICH EXCEED 8 VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
9. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. **COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.**
10. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS **AND GENERATION OF DUST.**
11. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
12. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
13. ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WoS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WoS.
14. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER), AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
15. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
16. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE
17. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
18. MINIMIZE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
19. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
20. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
    WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
    WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FROM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
    FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
    SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
21. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
22. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC's WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICAL. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
23. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.
24. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ AND SCR100000.

EROSION AND SEDIMENT CONTROL MEASURES

GENERAL

THE CONTRACTOR IS ADVISED THAT ALL GRADING AND DRAINAGE WORK ON THE PROJECT IS PERMITTED UNDER THE REQUIREMENTS OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, DIVISION OF STORMWATER MANAGEMENT. COMPLIANCE WITH THE PERMITTED CONDITIONS IS MANDATORY. THE CONTRACTOR SHALL RELY ON EXPERIENCE AND CONTROL OF THE WORK TO PROVIDE ADEQUATE AND ORDERLY CONSTRUCTION METHODS TO CONTROL STORMWATER RUNOFF AND PREVENT THE EXCESSIVE MIGRATION OF SEDIMENTS FROM THE SITE. THE CONTRACTOR ALSO SHALL DIRECT INSTALLATION OF NECESSARY TEMPORARY CONSTRUCTION MEASURES TO CONTROL STORMWATER RUNOFF. ALL STORMWATER MANAGEMENT MEASURES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND ANY REQUIRED MAINTENANCE SHALL BE PERFORMED.

SILT FENCES

SILT FENCES OR EQUIVALENT SEDIMENT CONTROL SHALL BE INSTALLED WHERE INDICATED AND MAINTAINED IN ACCORDANCE WITH THIS PLAN.

STORM DRAINAGE STRUCTURES

TEMPORARY BARRIERS OF EITHER SILT FENCING OR ROCK RIPRAP SHALL BE INSTALLED AND MAINTAINED AROUND STORM DRAINAGE STRUCTURES UNTIL THEIR DRAINAGE AREA IS STABILIZED. STORM DRAINAGE PIPES, INCLUDING OUTLET PROTECTION, SHALL BE INSTALLED AS SOON AS EARTH GRADING IS ADEQUATE TO ACCEPT PIPE INSTALLATION. INLET STRUCTURES SHALL BE CONSTRUCTED AS THE EARTHFILL IS PLACED AND CONSTRUCTION SHALL AT ALL TIMES PROVIDE SURFACE DRAINAGE TO THEM. TEMPORARY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT EACH INLET AS THE EARTH FILL RISES.

STABILIZATION OF DISTURBED AREAS

DISTURBED AREAS SHALL RECEIVE STABILIZING MEASURES WITHIN 14 DAYS AFTER DISTURBANCES, UNLESS CONSTRUCTION WILL RESUME IN THAT AREA WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED.

INSPECTION AND MAINTENANCE

SEDIMENT CONTROL SYSTEMS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER ANY RAINFALL EVENT EXCEEDING 0.5 INCH. ANY NEEDED CORRECTIONS OR MAINTENANCE SHALL BE ACCOMPLISHED IMMEDIATELY THEREAFTER.

REMOVAL OF SEDIMENT CONTROL SYSTEMS

TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AFTER EACH AFFECTED AREA HAS BEEN "FINALLY STABILIZED".

TEMPORARY DIVERSIONS

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO PREVENT FLOW OF STORMWATER OVER DISTURBED AREA. TEMPORARY DIVERSION OUTLETS SHALL HAVE ADEQUATE CAPACITY AND TERMINATE INTO DENSE VEGETATION, ROCK RIP RAP, STORM STRUCTURES OR SIMILAR MEASURES TO REDUCE EROSION AT THE OUTLET. TEMPORARY DIVERSION CHANNELS SHALL BE CONSTRUCTED AND MAINTAINED AT A MINIMUM OF 1 PERCENT GRADE AND A MAXIMUM GRADE OF 2 PERCENT. THE CAPACITY OF TEMPORARY DIVERSIONS SHALL BE RESTORED ANYTIME THE EXCAVATED CHANNEL BECOMES FULL OF SEDIMENT AT ANY POINT IN THE LENGTH OF THE DIVERSION. THE RIDGE AND CHANNEL OF THE TEMPORARY DIVERSIONS SHALL BE STABILIZED WITH TEMPORARY VEGETATION IMMEDIATELY AFTER CONSTRUCTION AND RE-STABILIZED AFTER EACH DISTURBANCE.

PREDOMINANT SOIL TYPE

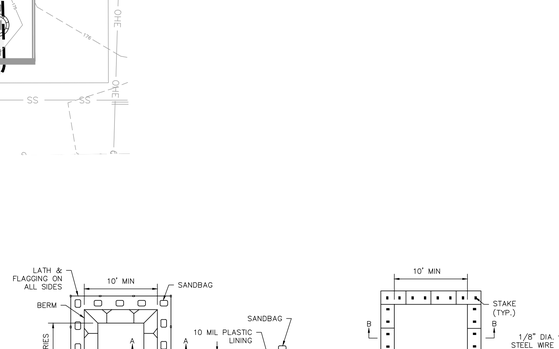
URBAN LAND (Ur)

GRASSING PER 1000 SQUARE FEET (TEMPORARY)

FROM MAY 1 TO AUGUST 30		FROM SEPTEMBER 1 TO APRIL 30	
1 LB.	BROWNTOP MILLET GRASS	6 LBS.	ANNUAL RYEGRASS
15 LBS.	10-10-10 FERTILIZER	15 LBS.	10-10-10 FERTILIZER
5 LBS.	MAGNESIUM SULFATE	5 LBS.	MAGNESIUM SULFATE
10 LBS.	CALCIUM (GYPSUM)	10 LBS.	CALCIUM (GYPSUM)

GRASS INFORMATION (PERMANENT)

SEE LANDSCAPING PLANS FOR PERMANENT GRASSING INFORMATION



TYPE A - FILTER FABIC INLET PROTECTION

NOT TO SCALE

Materials
Use filter fabric that conforms to SCDOT standard specifications for highway construction (latest edition). Refer to the silt fence geotextile fabrics Approval Sheet #34.

Use steel posts that meet the following minimum physical requirements:
Be composed of high strength steel with minimum yield strength of 50,000 psi.
Have a standard "T" section with a nominal face width of 1.38-inches and nominal "T" length of 1.48-inches.
Weigh 1.25 pounds per foot (± 8%).
Be painted with a water based baked enamel paint.

Attach fabric to metal posts with heavy-duty plastic ties.

Installation
Excavate a trench 6-inches wide and 6-inches deep around the outside perimeter of the inlet unless the fabric is pneumatically installed.

Extend the filter fabric a minimum of 12-inches into the trench. Backfill the trench with soil or crushed stone and compact over the filter fabric unless the fabric is pneumatically installed.

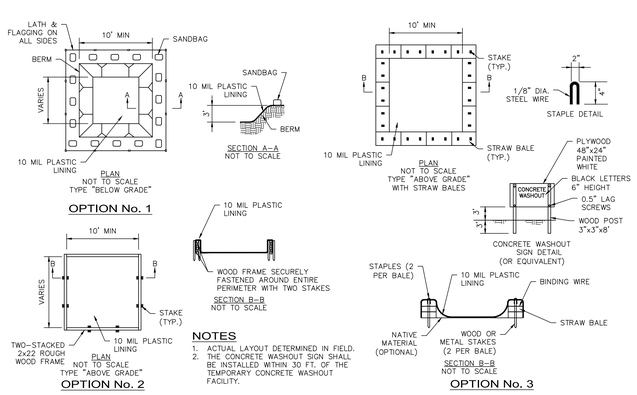
Use steel posts with a minimum post length of 60-inches consisting of standard "T" sections with a weight of 1.25 pounds per foot (±8%). Install the filter fabric to a minimum height of 24-inches above grade. Space the steel posts around the perimeter of the inlet a maximum of 3-feet apart and drive them into the ground a minimum of 24-inches. Cut the filter fabric from a continuous roll to the length of the protected area to avoid the use of joints. When joints are necessary, wrap filter fabric together only at a support post with both ends securely fastened to the post, with a minimum 6-inch overlap.

Attach fabric to steel posts with heavy-duty plastic ties.

Attach at least four (4) evenly spaced ties in a manner to prevent sagging or tearing of the fabric. In all cases, affix ties in no less than four (4) places.

Inspection and Maintenance
All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. If the fabric becomes clogged, it should be replaced. Sediment should be removed when it reaches approximately 1/3 the height of the fence. Take care not to damage or undercut fabric when removing sediment.If a sump is used, sediment should be removed when it fills approximately 1/3 the depth of the hole. Maintain the pool area, always providing adequate sediment storage volume for the next storm.

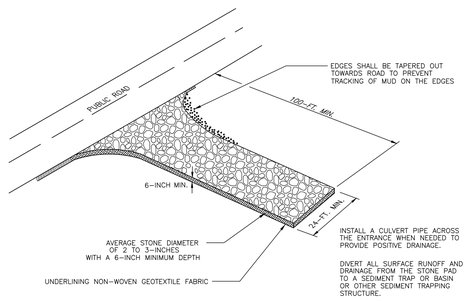
Storm drain inlet protection structures should be removed only after the disturbed areas are permanently stabilized. Remove all construction material and sediment, and dispose of them properly. Grade the disturbed area to the elevation of the drop inlet structure crest. Use appropriate permanent stabilization methods to stabilize bare areas around the inlet.



NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

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7436 Broad River Road, Suite 212
Irmo, S.C. 29063
Tel. 803.781.3141
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www.rbtodd.com

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AIE Seal: SOUTH CAROLINA — RB TODD & ASSOCIATES, INC. NO. C03047 — CERTIFICATE OF AUTHORIZATION

AIE Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NO. 15190 — ROBERT BRUCE TODD — 1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

No.	Description	Date

Project Number: G-640-16
Drawn By: RPL
Checked By: RBT
Date: 6.22.18

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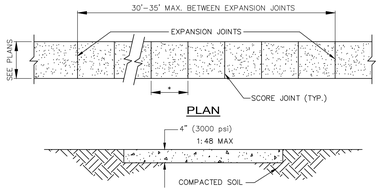
Drawing Title: **SEDIMENT AND EROSION CONTROL PLAN**

Drawing No. **C4.1**

Jun 19, 2018 - 8:22am S:\Projects\16537 Girl Scout HQ\Drawings\Civil\16537 Girl Scout HQ.dwg

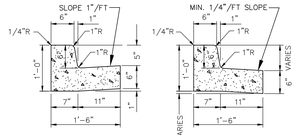


NOTES:
1. INSTALL 1/2" EXPANSION JOINTS 30'-35' O/C AND WHERE WALK ABUTS BUILDING, WALKS, OR OTHER CONSTRUCTION. SCORE WALK TO A DEPTH OF 1".
2. CROSS SLOPE OF SIDEWALKS SHALL NOT EXCEED 1:48 ACCORDING TO 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 403.3

SW WIDTH *	SCORE
5'	5' O/C
8'	10' O/C

(UNLESS OTHERWISE NOTED)

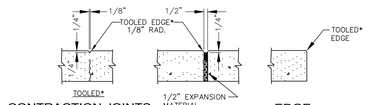
1 / C5.1 CONCRETE SIDEWALK
SCALE: 1" = 1'-0"



NORMAL GUTTER PITCHED GUTTER

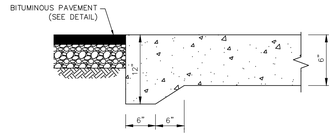
NOTES:
1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
2. PROVIDE 1/2 INCH EXPANSION JOINT MATERIAL AT INTERVALS NOT TO EXCEED 100 FEET, AT THE ENDS AND MID-POINT OF RETURNS, AND AT ANY LOCATION WHERE THE NEW CURB AND GUTTER ABUTS OTHER CONCRETE STRUCTURES.
3. PROVIDE A 5' LONG TRANSITION BETWEEN NORMAL GUTTER AND PITCHED GUTTER UNLESS OTHERWISE INDICATED ON PLANS.

2 / C5.1 CONCRETE CURB & GUTTER
SCALE: 3/4" = 1'-0"



CONTRACTION JOINTS EXPANSION JOINT EDGE
*COORDINATE TOOLED EDGE FINISH WITH LANDSCAPING PLANS

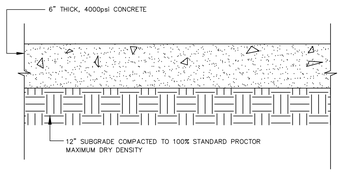
3 / C5.1 CONCRETE SIDEWALK JOINTS
NOT TO SCALE



4 / C5.1 TOED FOOTING AT CONCRETE EDGE
NOT TO SCALE

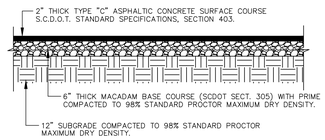
NOTE:
ARROWS AND WORDS CAN BE ARRANGED IN OTHER COMBINATIONS THAN THOSE ILLUSTRATED HERE TO ACHIEVE DESIRED RESULT.

5 / C5.1 PAVEMENT ARROW
NOT TO SCALE



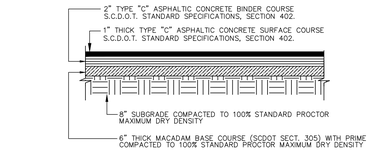
6 / C5.1 HEAVY DUTY CONCRETE PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.



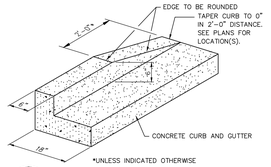
7 / C5.1 LIGHT DUTY ASPHALT PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.



8 / C5.1 HEAVY DUTY ASPHALT PAVEMENT
NOT TO SCALE

NOTES:
1. THIS SECTION IS NOT BASED UPON ANY GEOTECHNICAL REPORT FOR SECTION RECOMMENDATION.



9 / C5.1 TAPERED CURB & GUTTER
NOT TO SCALE

NOTE: ALL PAVEMENT MARKINGS WITHIN SCDOT R/W SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO SCDOT STANDING DRAWINGS AND SPECIFICATIONS.

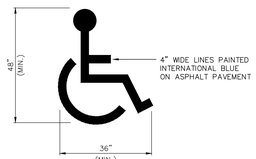
10 / C5.1 STOP BAR
NOT TO SCALE

11 / C5.1 HANDICAP ACCESSIBLE PARKING STALLS
NO SCALE

NOTES:
1. ALL STRIPING SHALL BE PERFORMED BY CONTRACTOR USING TRAFFIC MARKING PAINT. PAINT SHALL BE SHERWIN-WILLIAMS "PRO-MAR" TRAFFIC MARKING PAINT OR GLIDDEN TRAFFIC MARKING PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL STRIPING ASSOCIATED WITH HANDICAP PARKING SHALL BE 4" WIDE (BLUE).
2. SEE PLANS FOR SPECIFIC LOCATION AND DIMENSIONS.

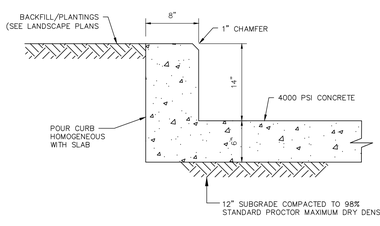
NOTES:
1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS, AND SCREWS MUST BE RUSTPROOF. (POST MAY BE ANY STYLE.)
2. SIGNS WILL BE FABRICATED BY USING A REFLECTING COATING IN THE SYMBOL, MESSAGE, AND BORDERS APPLIED TO A SHEET ALUMINUM BACKING (0.80 IN THICKNESS).
3. MESSAGE LETTERING SHALL BE UPPERCASE (WHITE, SERIES B) IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. THE SYMBOL IS COMPOSED OF TWO ELEMENTS; A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595A, COLOR #15180).
5. SIGN POST SHALL BE MINIMUM OF 2'-0" CLEAR FROM BACK OF SIDEWALK. SEE PLANS FOR LOCATION OF SIGNS.

12 / C5.1 HANDICAP SIGN
NO SCALE

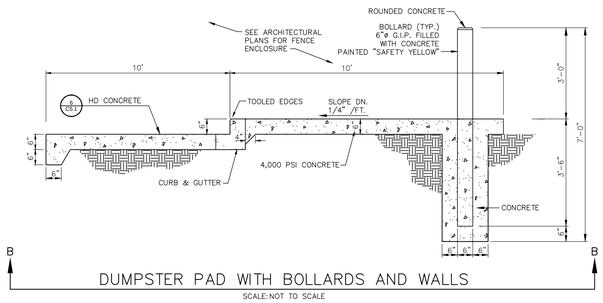


HANDICAP PARKING PAINTED SYMBOL

13 / C5.1
NOT TO SCALE

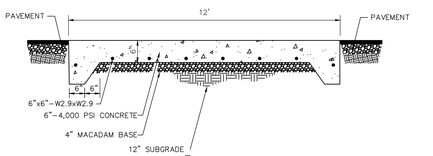


14 / C5.1 SECTION @ ENTRY DROP OFF
NO SCALE



DUMPSTER PAD WITH BOLLARDS AND WALLS
SCALE:NOT TO SCALE

15 / C5.1 DUMPSTER PAD AND BOLLARDS
NOT TO SCALE



16 / C5.1 PAVEMENT SECTION @ DRIVEWAYS
NOT TO SCALE

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AIE Seal
SOUTH CAROLINA REGISTERED ARCHITECT NO. 15190 BRUCE T. TODD
1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

Project Number	G-B&B-16
Drawn By	RPL
Checked By	RBT
Date	6.22.18

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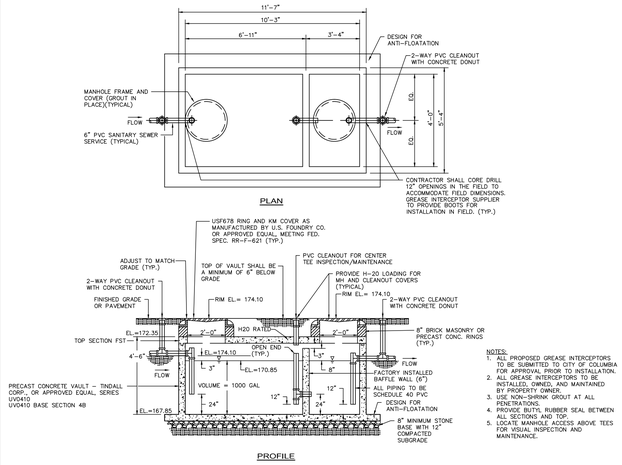
No.	Description	Date

Drawing Title.
MISC. DETAILS

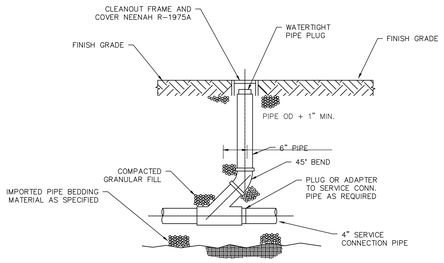
Drawing No.
C5.1

S:\PROJECTS\16537 GIRL SCOUT HQ\DRAWINGS\CIVIL\180619\16537 GIRL SCOUT HQ DETAILS.DWG - 6/19/2018



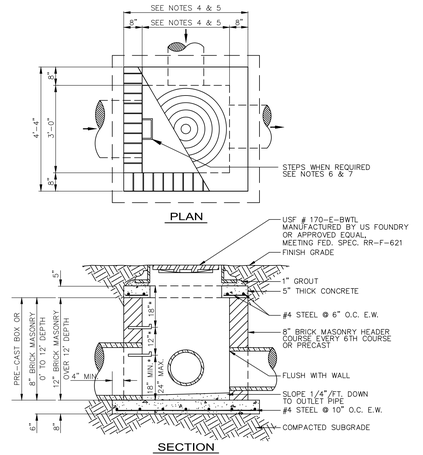
1 C5.1 — 1000 GALLON GREASE TRAP*

NOT TO SCALE *(SUBMIT SHOP DRAWINGS)



2 C5.1 — SANITARY CLEANOUT - GROUND

NOT TO SCALE

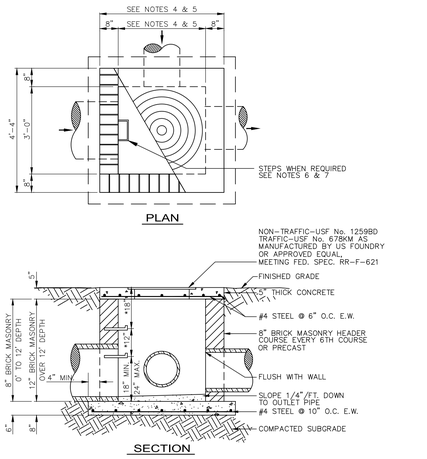


NOTES: * SEE NOTES 6 & 7

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 1–1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'–0" x 3'–0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'–6".
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'–0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

3 C5.1 — JUNCTION BOX (TYPE 1)

NOT TO SCALE

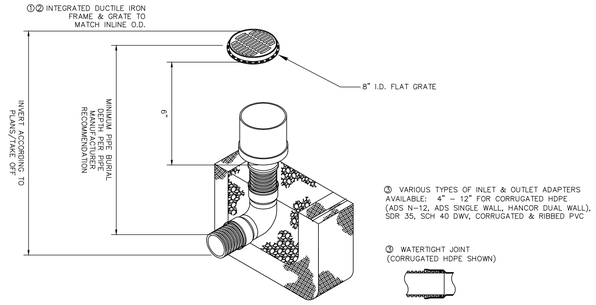


NOTES: * SEE NOTES 6 & 7

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 1–1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'–0" x 3'–0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'–6".
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'–0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

4 C5.1 — JUNCTION BOX (TYPE 2)

NOT TO SCALE



③ VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE: 4" – 12" FOR CORRUGATED HDPE (ADS N-12, ADS SINGLE WALL, HANCOR DUAL WALL), SDR 35, SCH 40 DWV, CORRUGATED & RIBBED PVC

③ WATERTIGHT JOINT (CORRUGATED HDPE SHOWN)

USE TEE FITTINGS FOR INTERMEDIATE STRUCTURES

SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

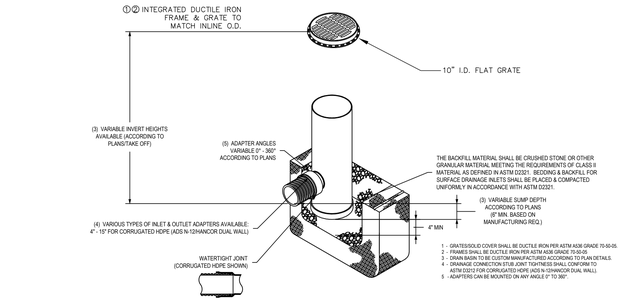
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II

NOTES

1. GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70–50–05 WITH THE EXCEPTION OF THE BRONZE GRATE.
2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70–50–05.
3. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC.

5 C5.1 — 8" INLINE DRAIN

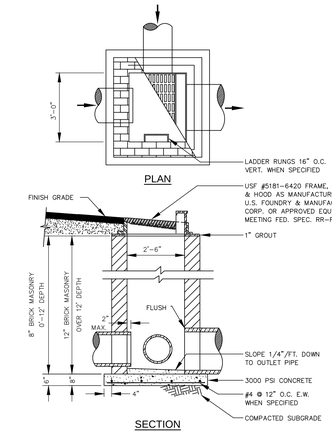
NOT TO SCALE



1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL)
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°.

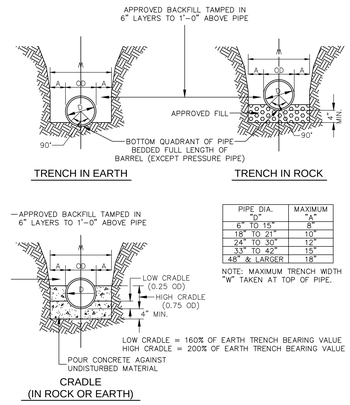
6 C5.1 — NYLOPLAST 10" DRAIN BASIN

NOT TO SCALE



7 C5.1 — CATCH BASIN TYPE I (CB-I)

NOT TO SCALE



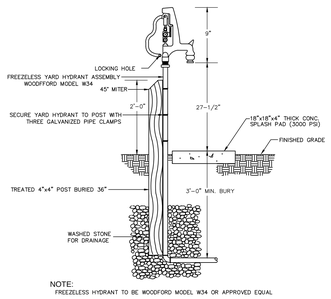
PIPE DIA.	MAXIMUM "A"
12"	8"
15" TO 18"	10"
21" TO 24"	12"
27" TO 30"	13"
33" TO 42"	15"
48" & LARGER	18"

NOTE: MAXIMUM TRENCH WIDTH "W" TAKEN AT TOP OF PIPE.

LOW CRADLE = 160% OF EARTH TRENCH BEARING VALUE
HIGH CRADLE = 200% OF EARTH TRENCH BEARING VALUE

8 C5.1 — STANDARD PIPE TRENCH BEDDING

NOT TO SCALE



NOTE:
FREEZELESS HYDRANT TO BE WOODFORD MODEL W34 OR APPROVED EQUAL

9 C5.1 — FREEZELESS YARD HYDRANT

NOT TO SCALE

The Boudreaux Group
1330 Lady St., Suite 500 (29201)
P.O. Box 4563
Columbia, SC 29250
803 799 0547 p
803 771 6844 f
info@boudreaux-group.com
Interdisciplinary Design Architecture Interiors Planning

AIE Seal — SOUTH CAROLINA — RB TODD & ASSOCIATES, INC. NO. C03047 — CERTIFICATE OF AUTHORIZATION

AIE Seal — SOUTH CAROLINA — NO. 15190 — REGISTERED PROFESSIONAL ENGINEER — BRUCE T. TODD

1/12/2018

GIRL SCOUTS OF SOUTH CAROLINA
MOUNTAINS TO MIDLANDS
LEADERSHIP CENTER
1101 WILLIAMS STREET, COLUMBIA, SC 29201

Project Number	C-6640-16
Drawn By	RPL
Checked By	RBT
Date	5.22.18

No.	Description	Date

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Drawing Title.
MISC. DETAILS

Drawing No.
C5.2

S:\PROJECTS\16537 GIRL SCOUT HQ\DRAWINGS\CIVIL\180614\16537 GIRL SCOUT HQ DETAILS.DWG – 6/19/2018

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-059 - Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-059 encroach Sola Station Canalside Williams & Taylor (PDF)

LEGAL DEPARTMENT DRAFTED

ORDINANCE NO.: 2018-059

Granting an encroachment to Sola Station, LLC for use of the esplanade right of way area for installation and maintenance of a concrete patio, landscaping and irrigation system adjacent to its building at 600 Canalside Street, Richland County TMS# 09005-03-06 and for use of the right of way area of the 300 block of Taylor Street, 1500 block of Williams Street and 1600 block of Williams Street for installation and maintenance of a community sign adjacent to its building at 300 Taylor Street, Richland County TMS # 09005-03-18

WHEREAS, Sola Station, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the esplanade right of way area of the 600 block of Canalside Street adjacent to its building at 600 Canalside Drive for the installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way areas of the 600 block of Canalside Street adjacent to its building at 600 Canalside Drive for the installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
5. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
6. All trees shall be protected and no large tree roots shall be removed from any existing trees.
7. Gates must swing into property.
8. Fence posts must be located outside of the drip line of City trees to insure protection of City trees.

9. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
10. Prior the issuance of any permits, the applicant must submit a detailed site plan to illustrate that the proposed sign and footings will not be placed of any utilities or damage existing trees.
11. SCDOT Encroachment Permit may be required.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-059

600 BLOCK CANALSIDE STREET
300 BLOCK OF TAYLOR STREET, 1500 BLOCK OF WILLIAMS STREET, AND 1600 BLOCK OF WILLIAMS STREET
CANALSIDE COMMUNITY SIGN AND PATIO

Subject Property:	Right-of-way adjacent to 600 Canalside Street (Esplanade), 300 Block of Taylor Street, TMS#09005-03-06, 1500 block of Williams Street, and 1600 block of Williams Street adjacent to 300 Taylor Street, TMS#09005-03-18
Council District:	2
Proposal:	Request approval for the installation and maintenance of a concrete patio and community sign
Applicant:	Sola Station, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete patio area approximately thirteen (13') feet in width one hundred twenty (120') feet in length, landscaping and irrigation system and utilize a portion of the right of way area of the 300 Block of Taylor Street, 1500 block of Williams Street, and 1600 Block of Williams Street adjacent to its building at 300 Taylor Street for the installation and maintenance of a steel community sign approximately twenty-four (24') feet in height and forty-nine in length with a clearance of approximately nineteen (19') feet, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance. 3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 5. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 6. All trees shall be protected and no large tree roots shall be removed from any existing trees. 7. Gates must swing into property. 8. Fence posts must be located outside of the drip line of City trees to insure protection of City trees. 9. Must comply with all requirements of the Design/Development Review Commission (D/DRC). 10. Prior the issuance of any permits, the applicant must submit a detailed site plan to illustrate that the proposed sign and footings will not be placed of any utilities or damage existing trees. 11. SCDOT Encroachment Permit may be required.

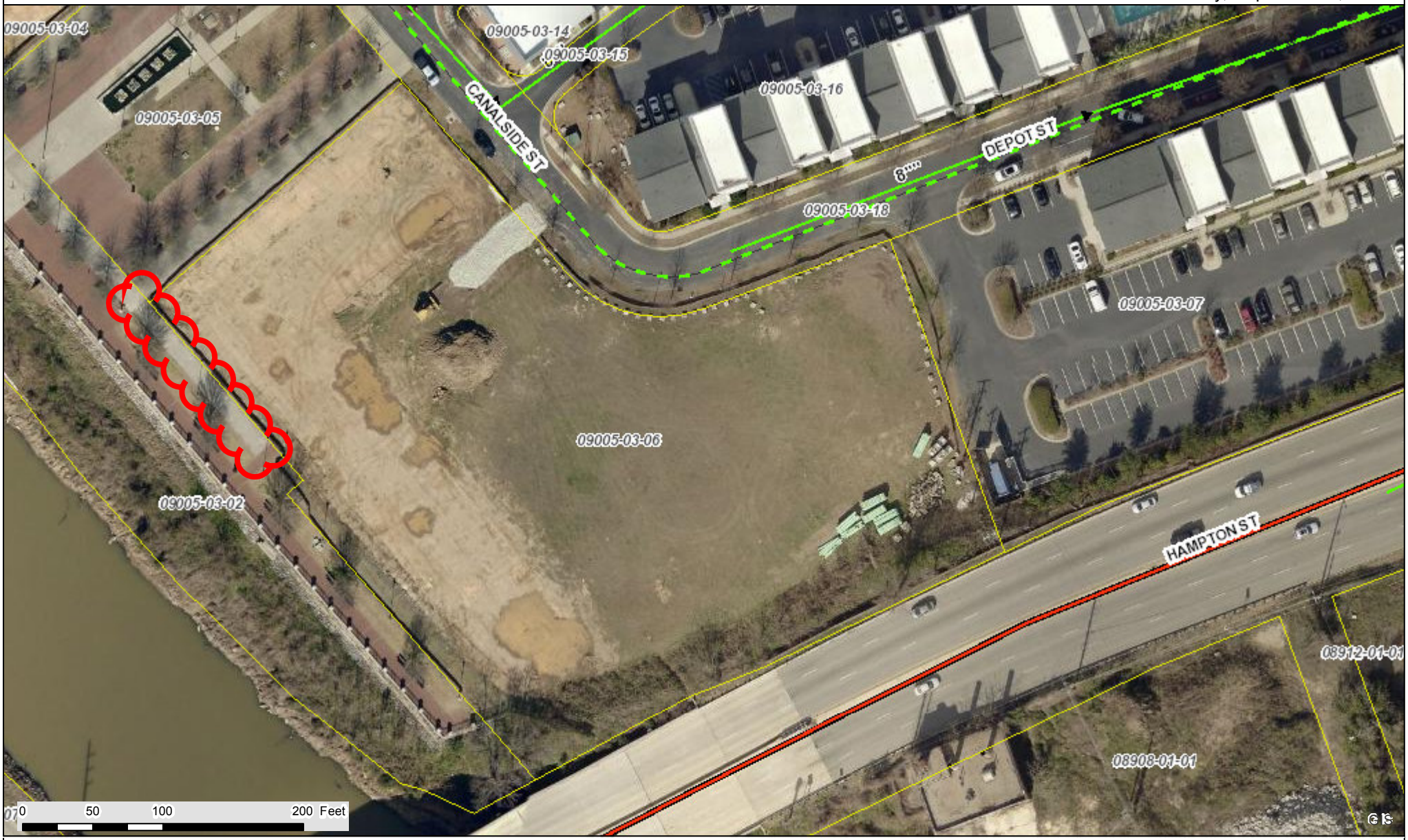
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Applicant must maintain landscaping and irrigation.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

Canalside Esplanade Encroachment

W E S

Tuesday, September 4, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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We Are Columbia

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: Property Owner: SOLA STATION, LLC

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 843-277-3052 Fax Number: _____

Mailing address: Post Office Box 242, Charleston, SC 29402 E-mail address: nmiller@thebeachcompany.com

Business Name/Development Name for Encroachment: Sola Station, LLC

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping ____ Driveway ____ Pavers __x__ Sidewalk/Walkway
Planters Awning Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) +/-13 LF Wide, +/-120 LF Long

Construction material: Concrete

☒ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A No. of chairs outdoors: N/A No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: N/A If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Ned Miller

Name/Title: Ned Miller / Development Manager
Date: 6-26-18

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Ned Miller

Name/Title: Ned Miller / Development Manager
Date: 6-26-18

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

City of Columbia Pictometry Viewer

PERMITS / LICENSES

1. PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE PROJECT SITE, THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL POSSESS ALL APPLICABLE PERMITTING AND THE OWNER AND ENGINEER WILL BE GIVEN AT LEAST TWENTY-FOUR (24) HOURS NOTICE.

PROCEDURES / RESPONSIBILITIES

1. SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
   - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THE PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURES AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72-300 ET SEQ. AND SCR100000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE RETAINED A THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THE FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE BEEN PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL AND REPLACE WITHIN ALL GRASSED AND LANDSCAPED AREAS TO A MINIMUM DEPTH OF 6". IF ADDITIONAL TOPSOIL IS REQUIRED TO MEET THE SPECIFICATIONS, THE CONTRACTOR MUST PROVIDE FROM AN OFF-SITE SOURCE.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THE PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ECT.)
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
    - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
    - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS
    - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
    - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AD REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

REFERENCES:

1. REFERENCE IS MADE TO A BOUNDARY SURVEY COMPLETED BY SURVEY ONE, LLC DATED JANUARY 24, 2011.
2. REFERENCE IS MADE TO A TOPOGRAPHIC SURVEY COMPLETED BY SURVEY ONE, LLC DATED MAY 4, 2015.

LEGEND

- PROPERTY PINS
- STORM DRAIN JUNCTION BOX
- STORM DRAIN INLET
- SANITARY SEWER MANHOLE
- BENCHMARK
- EXISTING SIGN
- EXISTING LIGHT POLE
- EXISTING CLEAN OUT
- EXISTING FIRE HYDRANT
- PROPERTY LINE
- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING SANITARY SEWER LINE
- EXISTING WATER MAIN
- EXISTING STORM DRAINAGE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING SANITARY SEWER EASEMENT
- EXISTING WATER MAIN EASEMENT
- EXISTING PAVEMENT
- EXISTING GRAVEL DRIVE
- EXISTING CONCRETE
- EXISTING BRICK WALKWAY

TMS# R09005-03-11 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-01 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-13 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-17 BEACH CANALSIDE SOLA, LLC
TMS# R09005-03-14 BEACH CANALSIDE LOFTS II, LLC
TMS# R09005-03-16 BEACH CANALSIDE LOFTS, LLC
TMS# R09005-03-07 BEACH CANALSIDE LOFTS, LLC
TMS# R09005-03-04 BEACH CANALSIDE, LLC
TMS# R09005-03-05 BEACH CANALSIDE, LLC
TMS# R09005-03-06 BEACH CANALSIDE, LLC
TMS# R09005-03-02 CITY OF COLUMBIA
TMS# R09005-03-08 BEACH CANALSIDE LLC
CANALSIDE STREET (PRIVATE 50' R/W)
IRWIN PARK DRIVE (PRIVATE 50' R/W)
HAMPTON STREET (SCDOT LOS R/W)
COMMON AREA
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 180.04
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.35 18" RCP INV. IN = 169.25 18" RCP INV. IN = 172.85 24" RCP INV. OUT = 168.95
EXISTING STORM DRAINAGE GRATE INLET RIM = 179.83 18" RCP INV. IN = 174.68 18" RCP INV. OUT = 174.58
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.89 18" RCP INV. IN = 173.69 18" RCP INV. OUT = 173.49
EXISTING SANITARY SEWER CLEAN OUT (TYP.)
EXISTING STORM DRAINAGE JUNCTION BOX 18" RCP INV. IN = 171.39 18" RCP INV. OUT = 171.14
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 184.22 18" RCP INV. IN = 172.52 18" RCP INV. IN = 172.47 18" RCP INV. OUT = 172.37
EXISTING TRANSFORMER
EXISTING SANITARY SEWER MANHOLE RIM = 182.86 BOTTOM BOX = 177.96
EXISTING STORM DRAINAGE GRATE INLET 18" RCP INV. OUT = 172.77
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 180.07 18" RCP INV. IN = 174.87 18" RCP INV. OUT = 174.67
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 178.52 24" RCP INV. IN = 154.97 24" RCP INV. OUT = 154.82
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.70 18" RCP INV. OUT = 173.45
EXISTING STORM DRAINAGE GRATE INLET RIM = 181.78 18" RCP INV. IN = 173.53 18" RCP INV. OUT = 173.48
EXISTING STORM DRAINAGE GRATE INLET RIM = 177.92 24" RCP INV. OUT = 173.07
EXISTING SANITARY SEWER MANHOLE RIM = 179.92
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 182.04 BOTTOM OF BOX = 176.34
EXISTING STORM DRAINAGE GRATE INLET RIM = 179.99 18" RCP INV. OUT = 176.99
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 183.67 24" RCP INV. IN = 174.02 24" RCP INV. IN = 173.97 24" RCP INV. OUT = 173.97
EXISTING SANITARY SEWER MANHOLE RIM = 183.82 8" PVC INV. IN = 176.32 8" PVC INV. IN = 176.32 8" PVC INV. OUT = 176.32
EXISTING SANITARY SEWER MANHOLE RIM = 182.25 8" PVC INV. IN = 176.00 8" PVC INV. OUT = 175.85
EXISTING STORM DRAINAGE JUNCTION BOX RIM = 183.09 24" RCP INV. IN = 174.89 24" RCP INV. OUT = 174.79
EXISTING STORM DRAINAGE GRATE INLET RIM = 181.38 15" RCP INV. IN = 175.43 18" RCP INV. IN = 175.53 24" RCP INV. OUT = 175.33
EXISTING SANITARY SEWER MANHOLE RIM = 180.35 8" PVC INV. OUT = 176.15
EXISTING STORM DRAINAGE GRATE INLET RIM = 180.67 18" RCP INV. OUT = 176.02
Benchmark Scribe "X" Northing: 789035.67 Easting: 1984514.19 Elevation: 182.22'
Benchmark Scribe "X" Northing: 788896.36 Easting: 1984990.23 Elevation: 185.04'
LANDSCAPE TREE (TYP.)
DECORATIVE GRANITE ROCK (TYP.)
PILES OF DECORATIVE GRANITE ROCKS
S40°47'53"E 297.77'
N40°47'53"W 155.00'
N40°47'53"W 392.77'
S40°47'53"E 157.13'
N41°00'59"W 306.99'
N41°00'59"W 157.13'
N41°00'59"W 138.46'
N41°03'43"W 223.03'
S69°03'04"W 318.17'
N69°03'04"E 190.72'
S69°39'06"W 164.51'
N49°19'32"W 48.07'
S44°25'20"W 158.88'
N49°27'21"E 180.34'
N17°04'38"W 45.38'
N17°04'38"W 47.82'
S49°17'07"W 198.41'
N49°17'07"E 197.81'
S64°35'58"W 157.83'
S68°53'10"W 46.72'
S61°42'15"W 103.49'
S61°42'15"W 41.20'
N68°49'51"E 117.10'
S64°35'58"W 68.38'
S21°10'09"E 24.15'
S49°17'07"W 24.15'
N40°47'53"W 63.91'
N40°47'53"W 55.00'
N40°47'53"W 36.33'
S40°47'53"E 53.11'
S40°47'53"E 392.77'
S40°47'53"E 157.13'
S40°47'53"E 138.46'
S40°47'53"E 223.03'
S40°47'53"E 41.20'
S40°47'53"E 68.38'
S40°47'53"E 157.83'
S40°47'53"E 46.72'
S40°47'53"E 103.49'
S40°47'53"E 117.10'
S40°47'53"E 24.15'
S40°47'53"E 63.91'
S40°47'53"E 55.00'
S40°47'53"E 36.33'
S40°47'53"E 53.11

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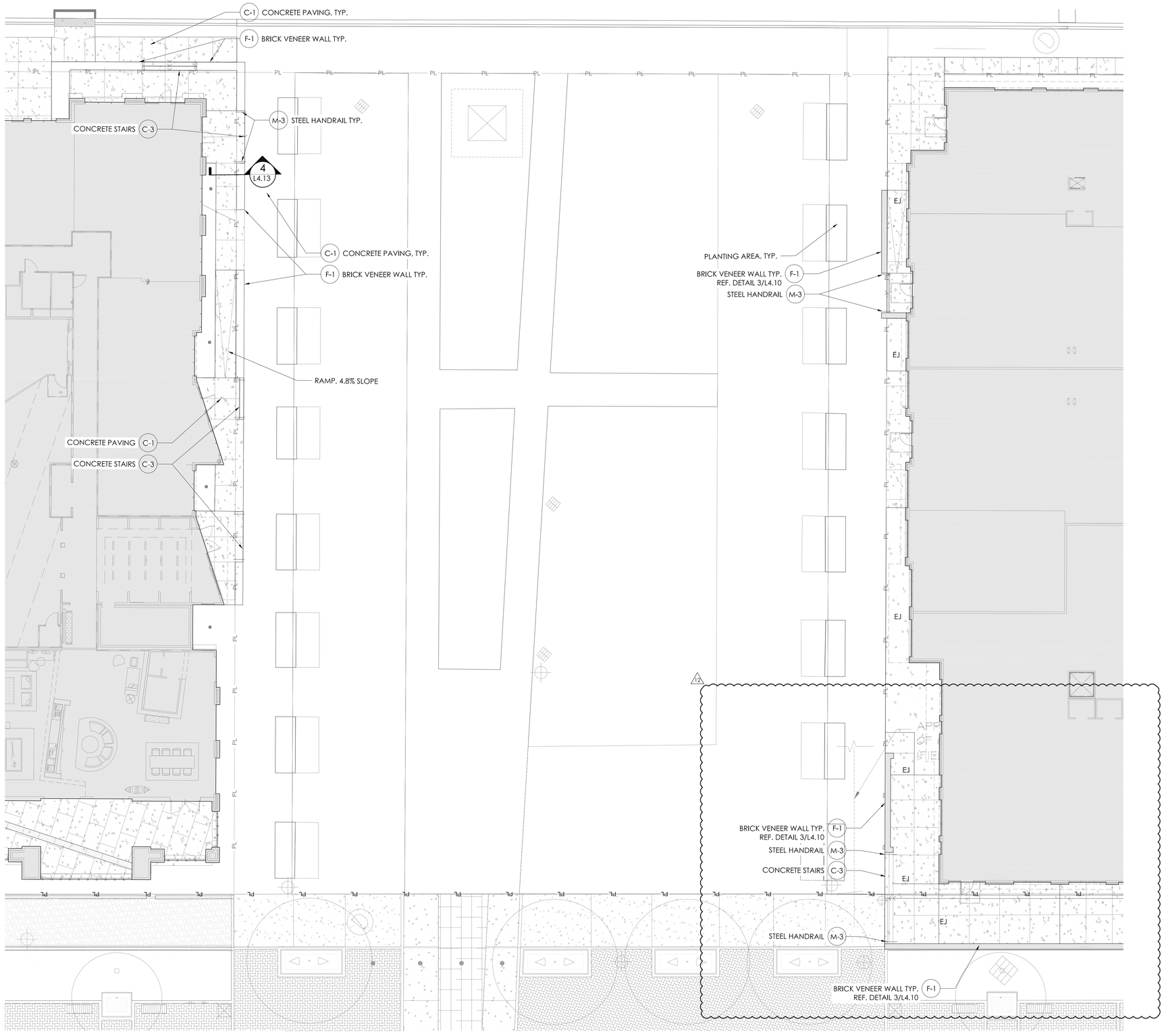

1 BUILDING 1 & 2 SITE PLAN
1"=10'

0 5 10 20 30

NO.	Date	Issues/Revisions
3	01-18-17	ASI#2 DELTA#3
4	03-06-17	ASI#3 DELTA#4
7	09-19-17	ASI#6 DELTA#7
8	11-21-17	ASI#7 DELTA#8
9	03-01-18	ASI#8 DELTA#9
10	04-04-18	ASI#9 DELTA#10
11	04-19-18	ASI#10 DELTA#11
RFI 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1342
05.23.2018
REGISTERED

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 1-2
SITE PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L1.06

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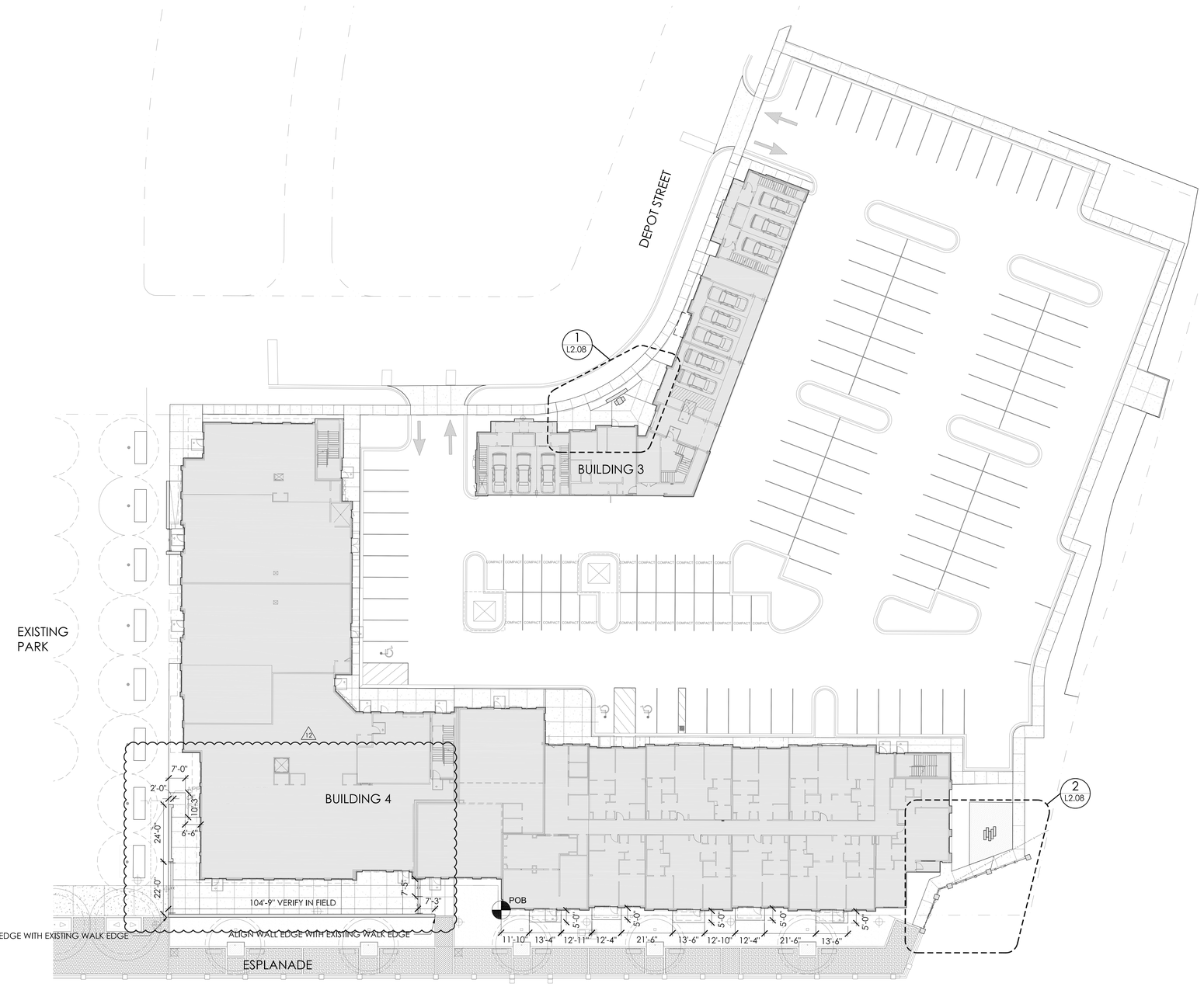

1 BUILDINGS 3 & 4 LAYOUT PLAN
1"=20'

0 10 20 40 60

NO.	Date	Issues/Revisions
3	01-18-17	ASI#2 DELTA#3
4	03-06-17	ASI#3 DELTA#4
7	09-19-17	ASI#6 DELTA#7
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10	04-04-18	ASI#9 DELTA#10
11	04-19-18	ASI#10 DELTA#11
RFI 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1342
05.23.2018
ROBERT GRAY

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

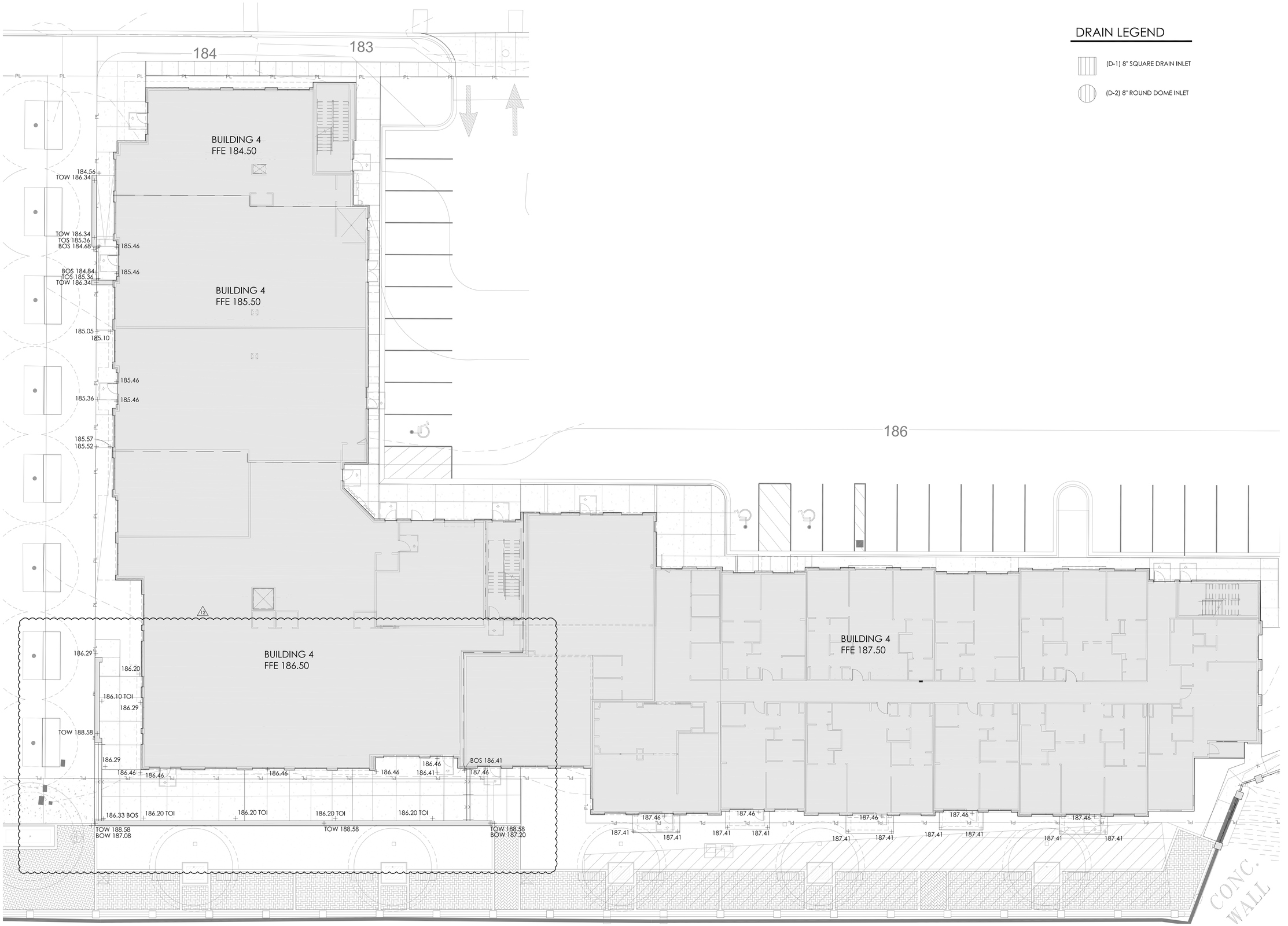
DRAWING TITLE

BUILDINGS 3-4
LAYOUT PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L2.07



DRAIN LEGEND

(D-1) 8" SQUARE DRAIN INLET

(D-2) 8" ROUND DOME INLET

1 BUILDING 4 DRAINAGE PLAN

1"=10'

0 5 10 20 30

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10	04-04-18	ASI#9 DELTA#10
11	04-19-18	ASI#10 DELTA#11
Rev 11	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1242
05.23.2018
RENEE G. JONES

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

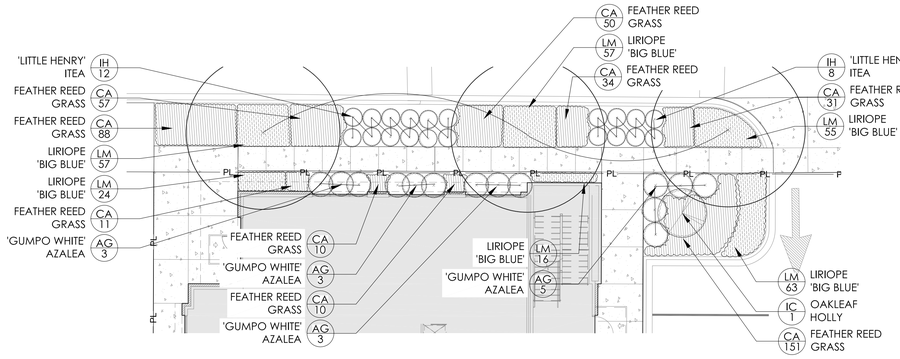
DRAWING TITLE

ENLARGEMENTS
DRAINAGE PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

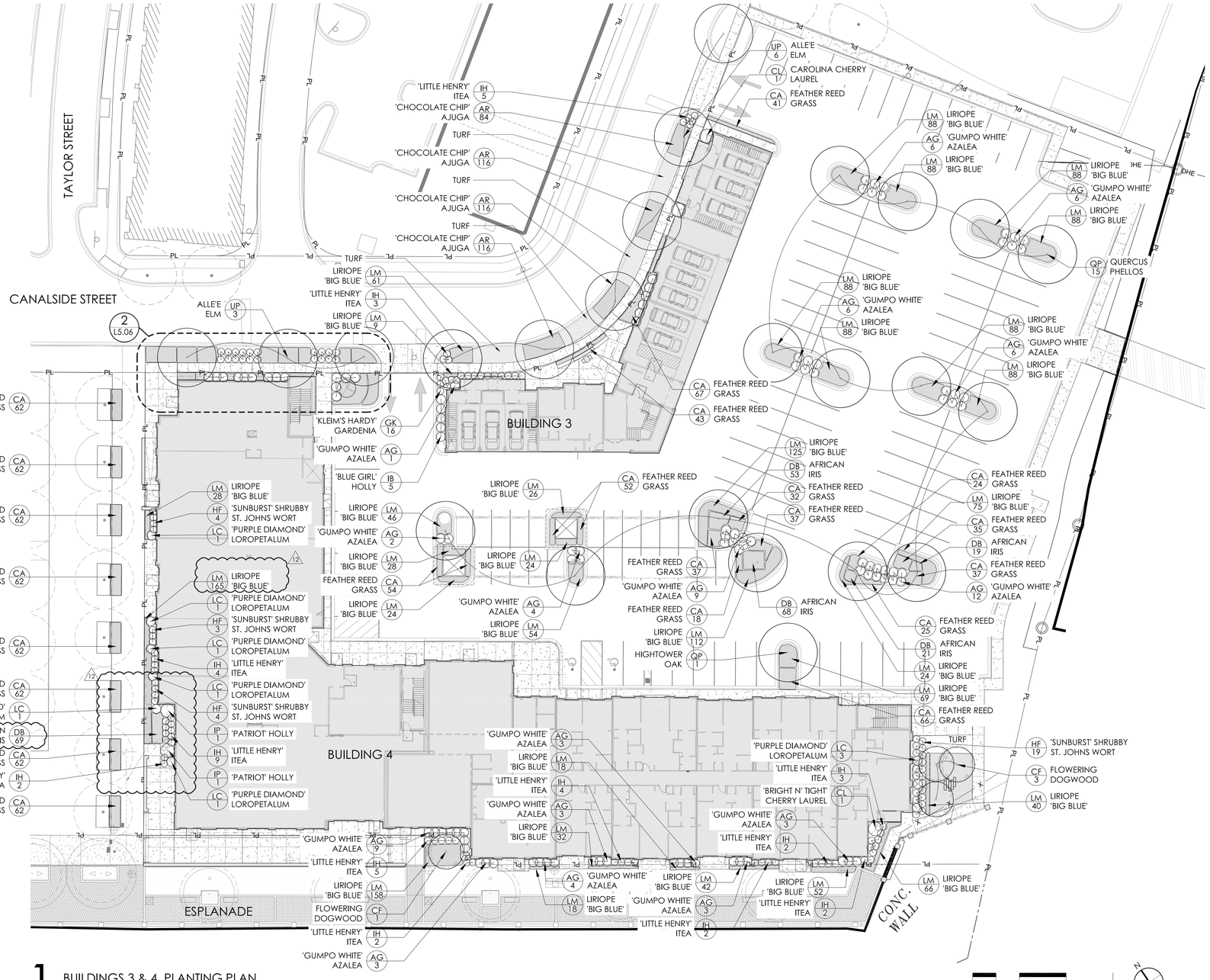
L3.08



2 BUILDING 4 STREETSCAPE ENLARGEMENT

1"=10'

0 5 10 20 30



1 BUILDINGS 3 & 4 PLANTING PLAN

1"=20'

0 10 20 40 60

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STAMP

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1342 05.23.2018 REGISTERED

PROJECT NAME

Sola Station

Columbia, South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 3 & 4 PLANTING PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L5.06

IRRIGATION LEGEND

EXTENT OF DESIGN BUILD IRRIGATION

IRRIGATION NOTES

1) SITE TO BE IRRIGATED BY AN AUTOMATED IRRIGATION SYSTEM DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR IN ACCORDANCE TO STATE LAW.

2) CONTRACTOR SHALL SUPPLY AND INSTALL ALL VALVES, HEADS, PIPE, CONTROLLING, WIRING, BACKFLOW PREVENTOR AND CONTROLLER FOR A TWO WIRE IRRIGATION SYSTEM.

3) COORDINATE LOCATION OF WATER SOURCE AND BACKFLOW PREVENTOR WITH GENERAL CONTRACTOR COORDINATE LOCATION OF CONTROLLER WITH OWNER.

4) INSTALL SYSTEM AS PER SPECS. REFERENCE SPECIFICATIONS FOR MEETING AND MATCHING EXISTING IRRIGATION SYSTEM.

5) CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING SITE UTILITIES PRIOR TO COMMENCING WITH WORK. CONTRACTOR RESPONSIBLE FOR DAMAGE CAUSED DURING CONSTRUCTION TO ANY SITE UTILITIES AND SITE FEATURES.

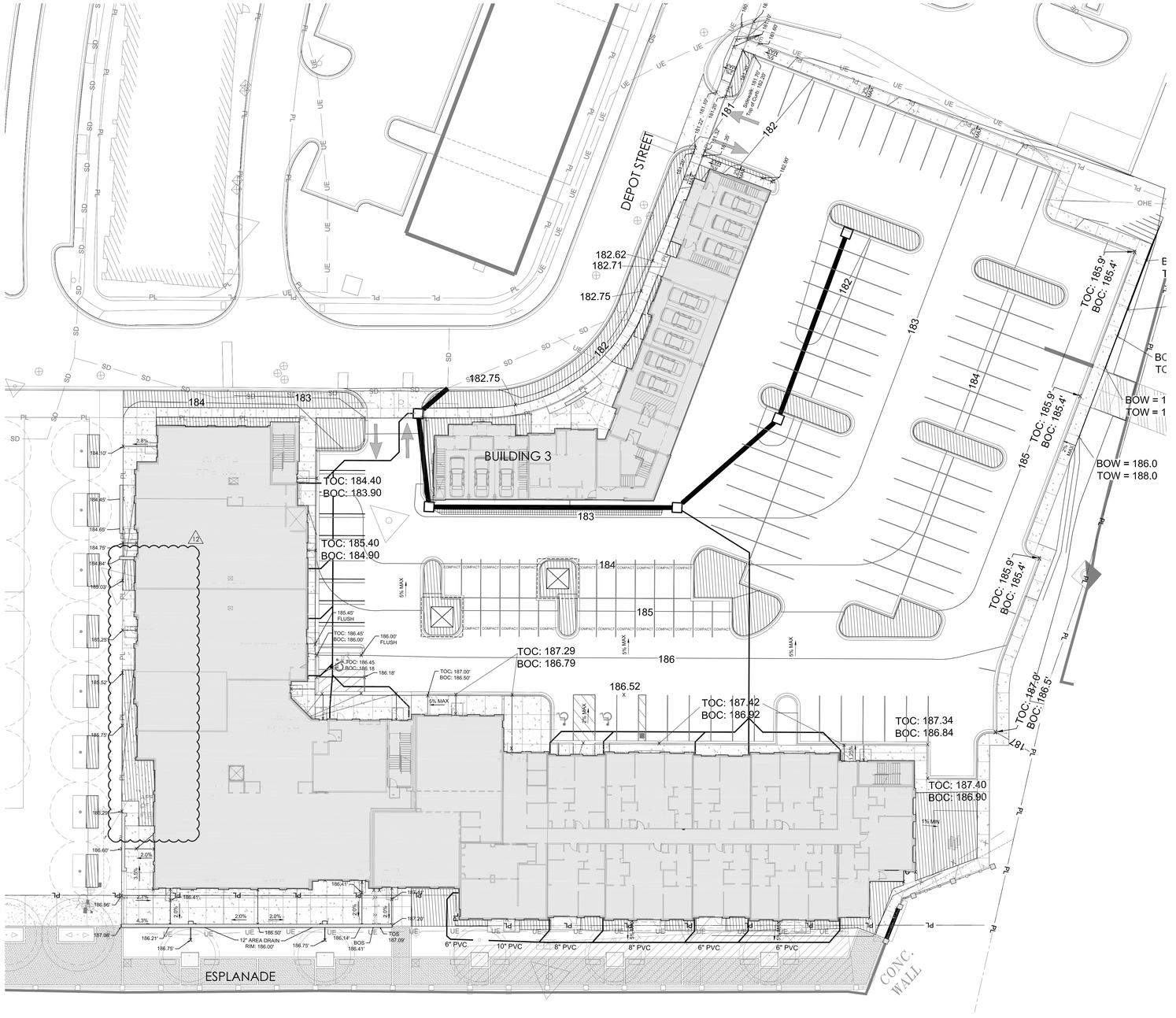
6) FOR ALL PIPE PENETRATIONS REFER TO ARCHITECTS PLANS.

7) PREPARE IRRIGATION DESIGN PLANS FOR SUBMITTAL TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO BEGINNING ANY IRRIGATION WORK.

NOTE:

HOSE BIBS TO BE PROVIDED AROUND THE PERIMETER OF THE WATER PARK PROPER, ON THE ADULT TERRACE, AND DINNING TERRACE AT 100' ON CENTER, TYP.

PROVIDE SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO START OF CONSTRUCTION



1 BUILDINGS 3 - 4 IRRIGATION PLAN

1"=20'

0 10 20 40 60

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Am 151	05-15-18	RFI 151
12	05-23-18	ASI#11 DELTA#12

STAMP

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1342
05.23.2018
RENE G. JONES

PROJECT NAME

Sola Station

Columbia,
South Carolina

CONSTRUCTION SET

PROJECT NO.: 151751
DRAWN BY: HRG
CHECKED BY:

DRAWING TITLE

BUILDINGS 3-4
IRRIGATION PLAN

DATE: MAY 23, 2018
SCALE:

DRAWING NUMBER

L6.05

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 04/11/19 Property Owner: Sola Station, LLC

Business Name/Applicant's Name if different than owner: _____

Contact Information: Telephone Number: 843.277.3052 Fax Number: 843.722.6448

Mailing address: 211 King St., Suite 300, Charleston, SC 29401 E-mail address: NMILLER@THEBEACHCOMPANY.COM

Business Name/Development Name for Encroachment: Canalside

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping ____ Driveway ____ Pavers ____ Sidewalk/Walkway
Planters Awning Underground Utilities Other: Signage

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) 24'(h)x 47'(l) x 2' (w) Community Signage

Construction material: Steel

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

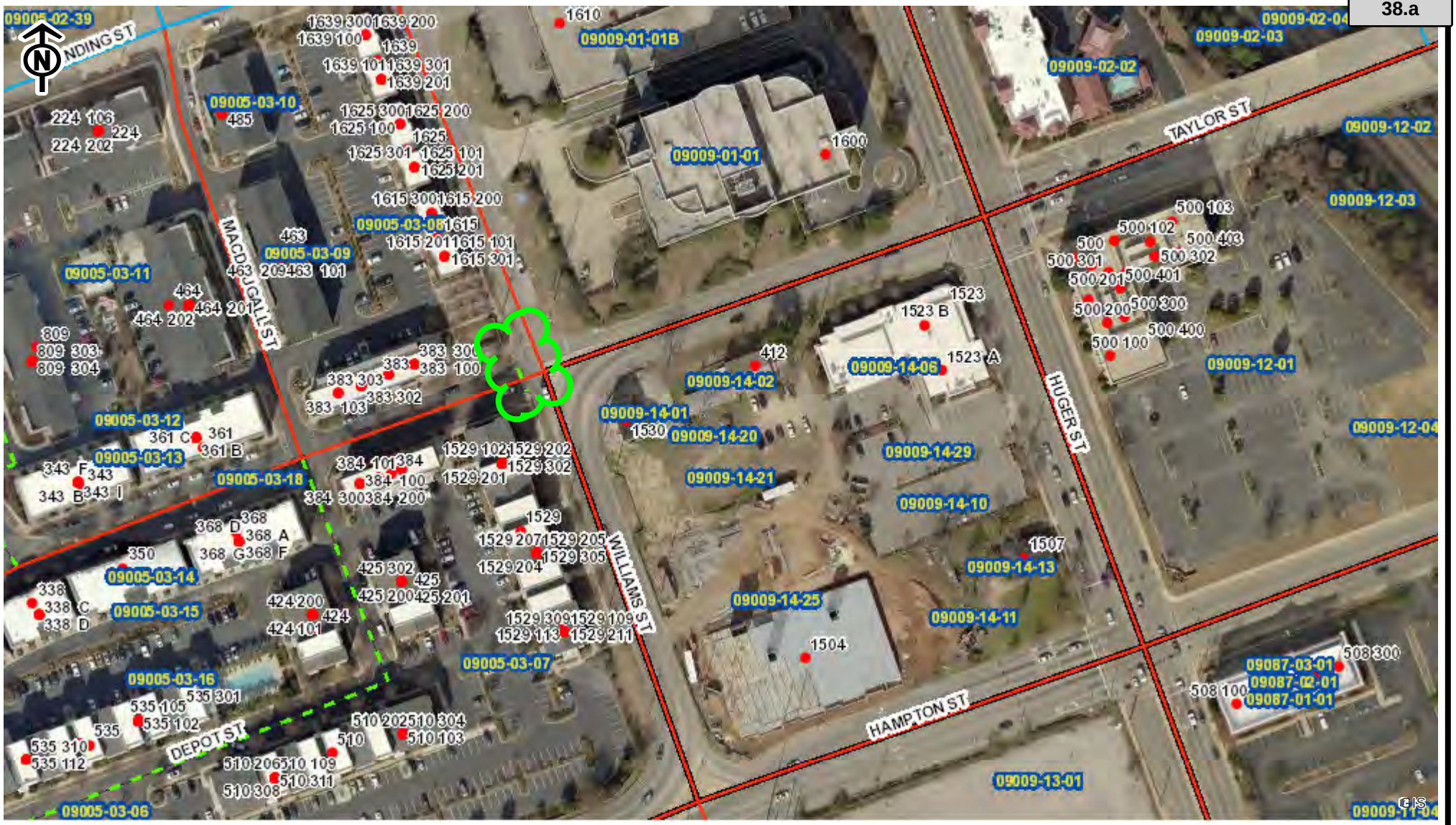
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017



Canalside Signage

City of Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, April 25, 2018

- Address Point
- Tax Parcel Labels

Street Ownership

- City of Columbia
- State
- County
- Federal
- Private
- University of South Carolina
- Working

Street Centerline

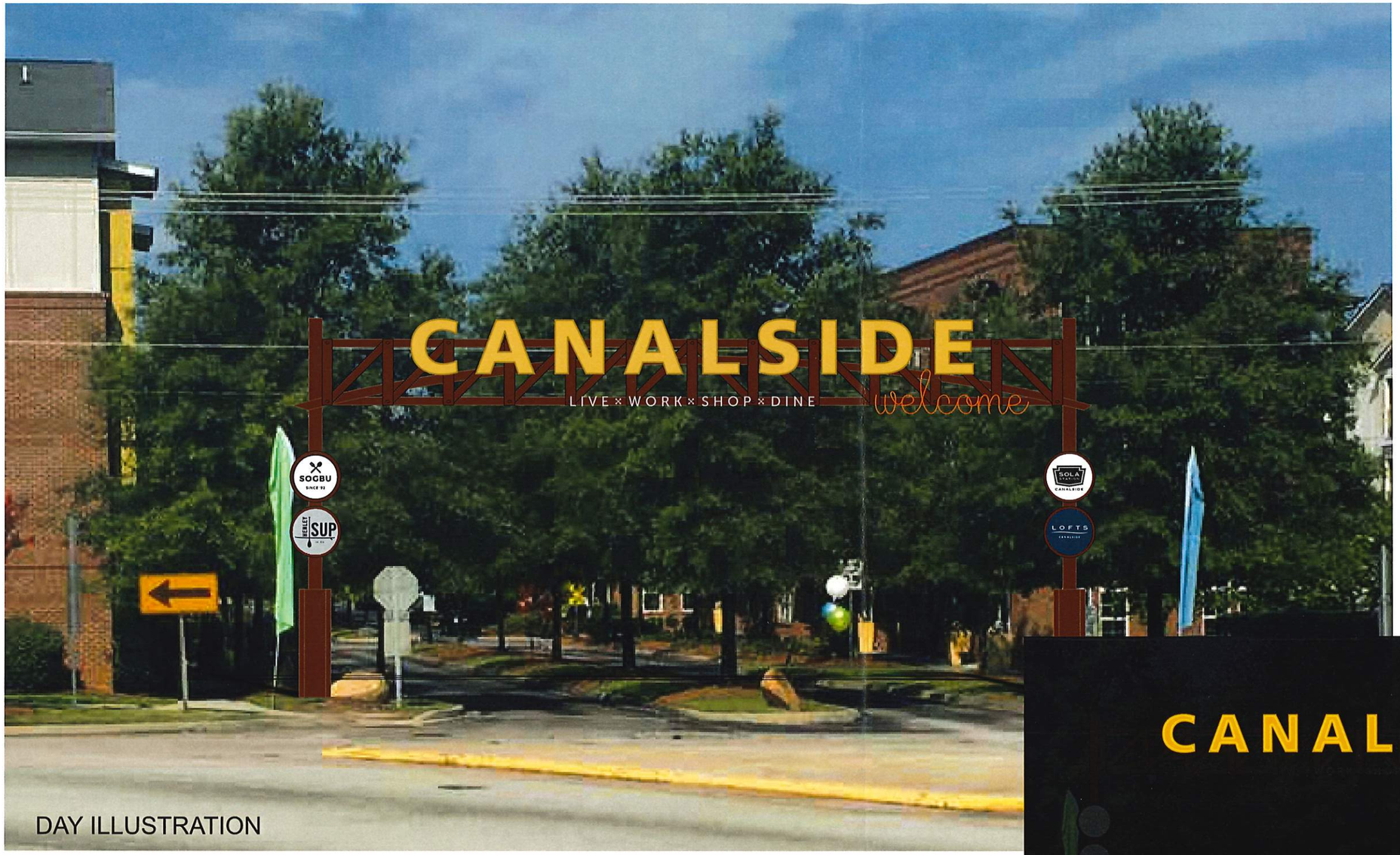
- Interstates
- Major Streets
- Streets

- Red: Band_1
- Green: Band_2
- Blue: Band_3

0 100 200 400 Feet

CITY OF COLUMBIA
GIS DATA DISCLAIMER:
The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk

SOLA STATION
CANALSIDE



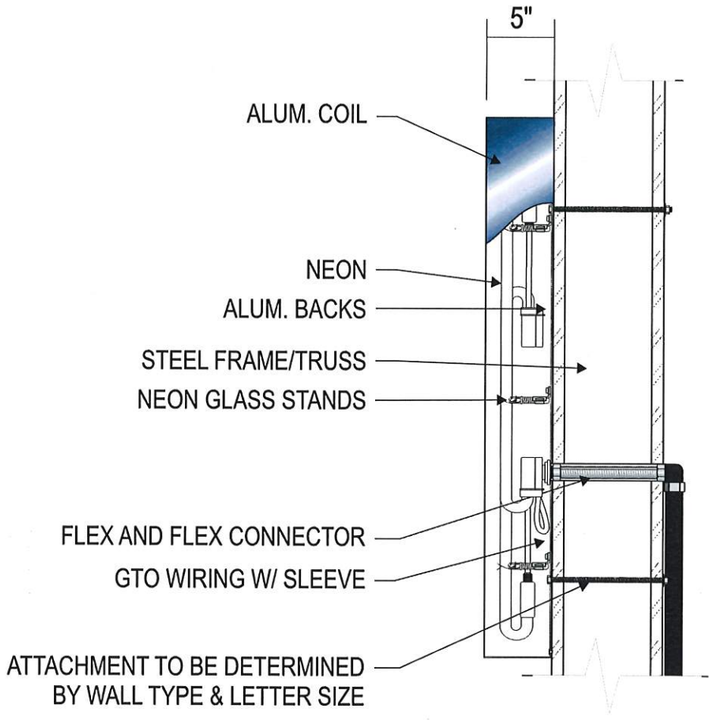
DAY ILLUSTRATION

NIGHT ILLUSTRATION

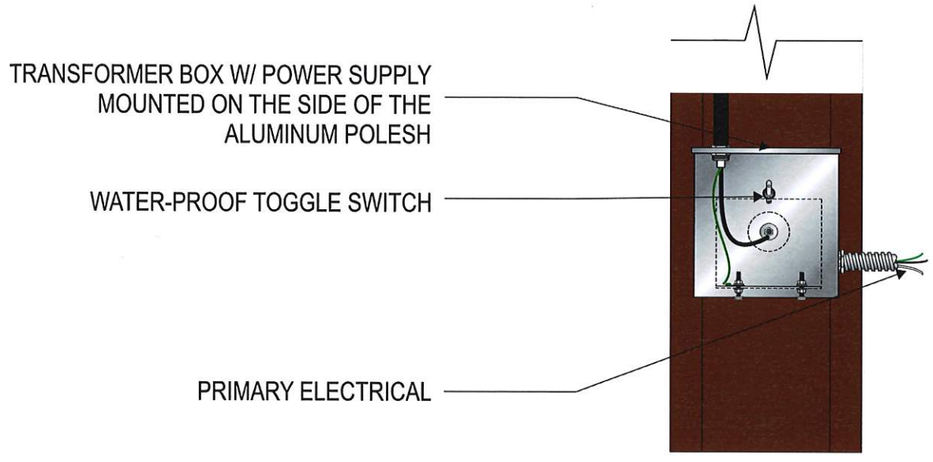
DIMENSIONAL SQUARE TUBE BURR STYLE TRUSS FINISHED TO MATCH CORTEN STEEL. 5" DEEP ILLUMINATED CHANNEL LETTERS FLUSH MOUNTED TO TRUSS. CHANNEL LETTER RETURN PAINTED TO MATCH BRAND YELLOW.

626B Main Street, Suite 202 | Nashville, TN 37206 | 615-479-4754 | www.tollesonmccoy.com

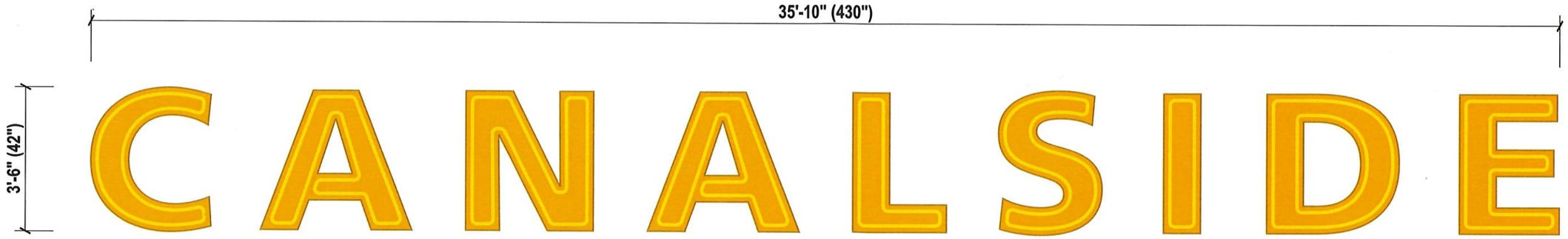
TOLLESON MCCOY



B.1 SECTION DETAIL @ CHANNEL LETTERS:
SCALE: NTS

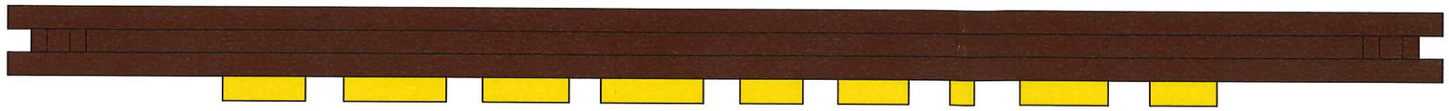


B.3 SECTION DETAIL @ CHANNEL LETTERS:
SCALE: NTS

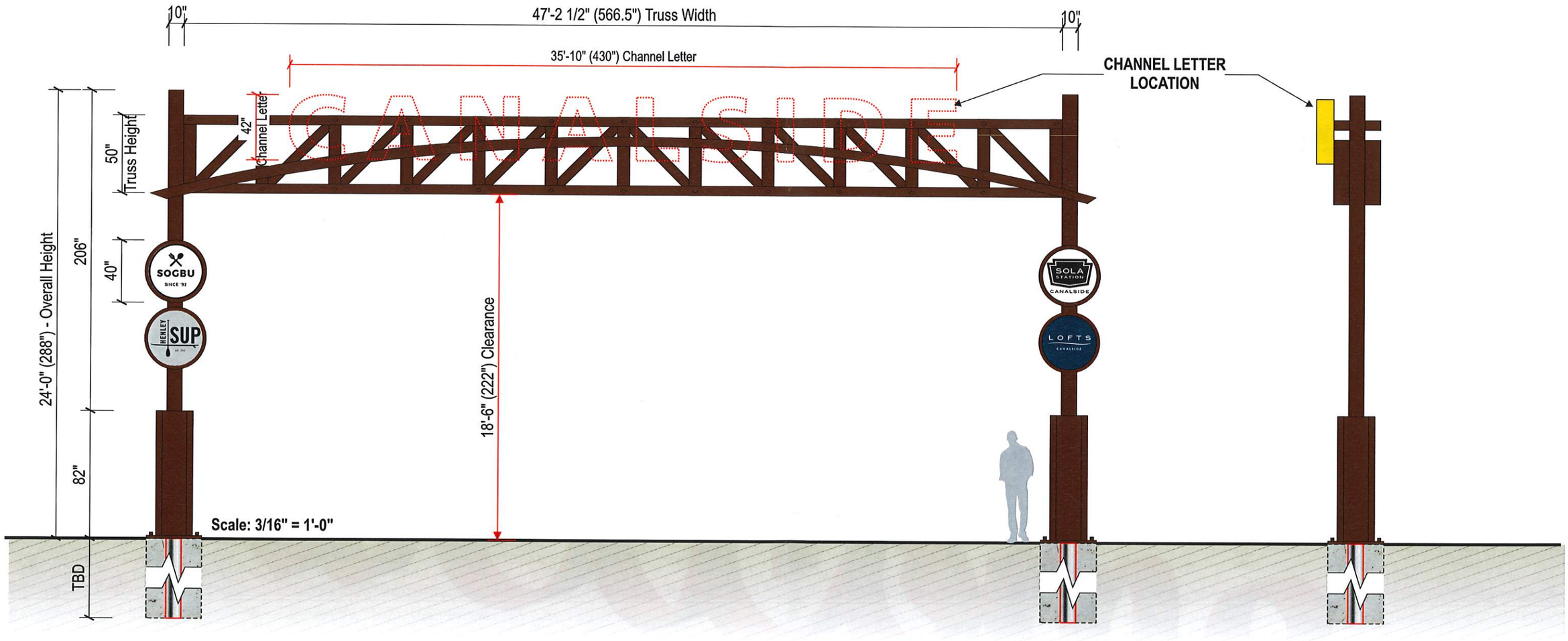


B.3 OPEN FACE CHANNEL LETTER W/ NEON
SCALE: 3/8" = 1'-0"

5" DEEP OPEN FACED CHANNEL LETTER WITH EXPOSED NEON TUBE.
LETTERS FLUSH MOUNTED TO TRUSS. RETURNS PAINTED TO MATCH BRAND YELLOW.



E.1 TOP VIEW
SCALE: 3/16" = 1'-0"



E.2 OVER STREET DEVELOPMENT IDENTIFICATION (ENTRANCE VIEW) - OPTION E.2
FAUX ALUMINUM I BEAMS LEGS FINISHED TO MATCH CORTEN STEEL.
DOUBLE FACED STRUCTURE.

E.3 RIGHT SIDE VEW
SCALE: 3/16" = 1'-0"

K.1 TOP VIEW
SCALE: 3/4" = 1'-0"

TENANT BACK PLATES ARE 1/4" GAUGE 40" x 40" ALUMINUM DISCS. PAINTED TO MATCH FAUX CORTEN STEEL.

TENANT DISC FACE PLATES ARE 1/4" GAUGE 38" x 38" ALUMINUM DISCS. FACE PLATES ARE REMOVABLE, ADHERED TO BACK PLATE BY WELDED THREAD & SECURITY NUT

TENANT LOGOS WILL BE APPLIED VINYL FOR EASY CHANGE. COULD LIST UP TO SIX.

INCLUDE QTY 2 EXTRA BLANK DISCS.

EXAMPLE TENANT LOGOS - FINAL COPY TO BE PROVIDED BY OTHERS.

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **Legal Department**

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

SUBJECT: **Ordinance No.: 2018-060 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC**

PURPOSE: **First reading approval was given on September 18, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** Centennial Plaza Memo (PDF)
- #b: 2018-060 t-fer Parcel A 0.02 acre to Santee Saluda LLC (PDF)

We Are Columbia

TO: TERESA WILSON, CITY MANAGER

FROM: MELISSA GENTRY, PE, ASSISTANT CITY MANAGER

SUBJECT: CENTENNIAL PLAZA RELATED PROPERTY TRANSACTION / COUNCIL ACTION ITEMS

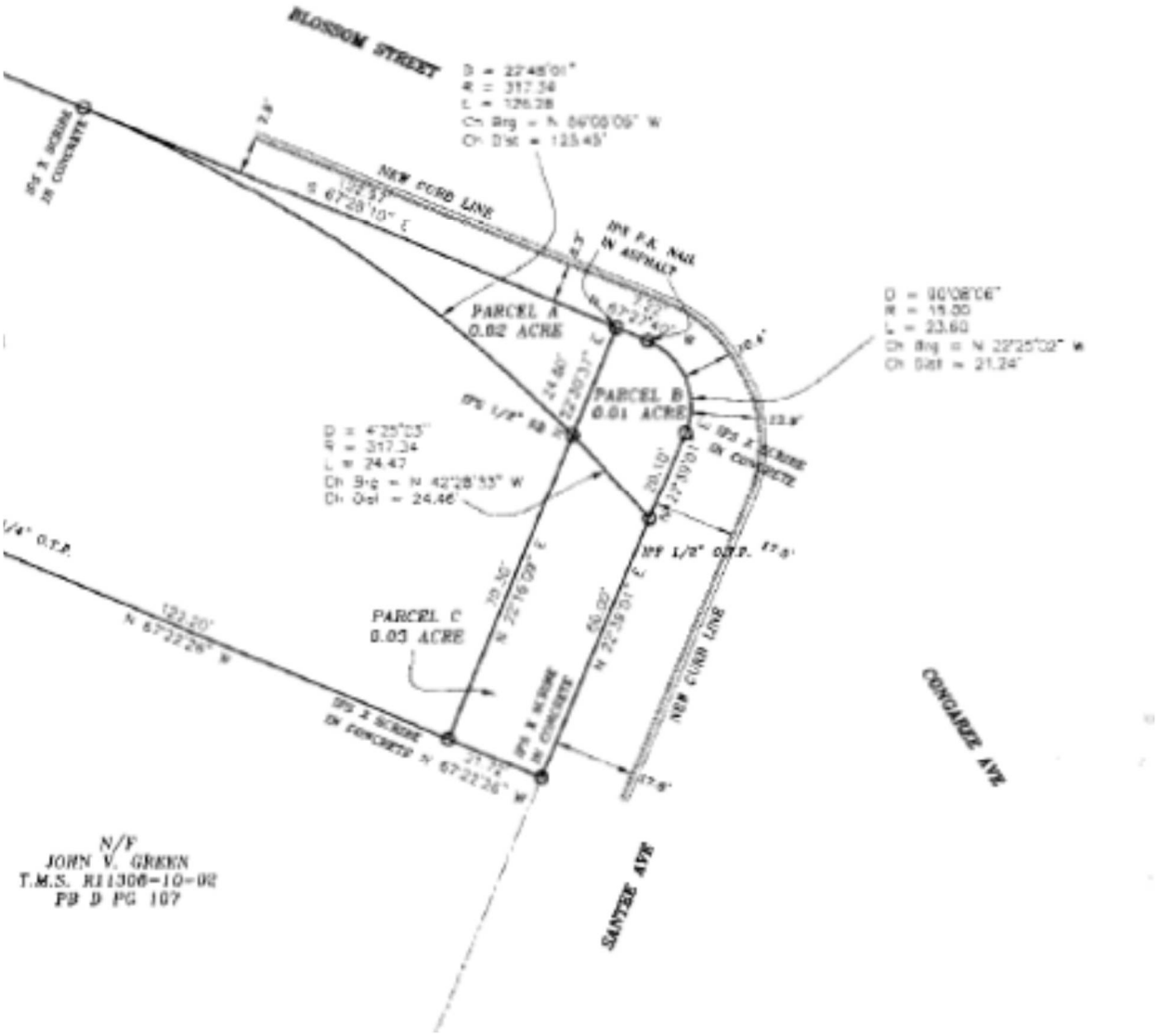
DATE: 9/13/2018

Several years back, the Five Points Association undertook an initiative to create Centennial Plaza in recognition of their 100-year anniversary. In doing so, they reached out to the City and State to gain support of the plan and to discuss the need for property swaps that would allow the most effective design of the plaza based on the layout of the green space available at the corner of Blossom St and Santee Ave instead of limiting the footprint of the plaza to property within the right of way. Upon confirmation by all of the property owners involved, the plaza design and construction proceeded forward in order to meet the schedule for the Veteran's Day celebration and unveiling of the statue honoring Col Jack Van Loan.

The project moved forward with an understanding the property transactions would occur in a manner that would result in the plaza being on City owned property once all property transactions were complete. The table below along with the plat that follows provides a clear process by which the property transactions need to occur in order to accomplish that goal.

Parcel	Current Owner	Future Owner	Process Involved in Transfer	Target Date for Council Action
A	SCDOT	Santee Saluda LLC	Resolution (one reading) for City to accept deed from SCDOT, Ordinance (two readings) for City to transfer deed to Santee Saluda LLC	• Resolution 9/18 • Ordinance First Reading 9/18 • Ordinance Second Reading 10/2
B	SCDOT	City	Resolution (one reading) for City to accept deed from SCDOT	• Resolution 9/18
C	Santee	City	Resolution (one reading) for City to accept deed from Santee Saluda LLC	• Resolution 10/2

We Are Columbia



LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-060

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the City Manager is authorized to execute a Contract of Sale, deed and any other documents necessary and approved by the City Attorney to consummate the transfer of Parcel A (containing 0.02 of an acre), located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 to Santee Saluda, LLC in exchange for the transfer of Parcel C (containing 0.03 acres) located on the southern side of Blossom Street and Santee Avenue, adjacent to Richland County TMS#R11308-10-01 from Santee Saluda, LLC to the City of Columbia.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 9/5/2018
18002115

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the Quit Claim Deed from the City of Columbia, South Carolina as Grantor to Saluda Santee, LLC as Grantee this ___ day of _____, 20__.

_____ SC Bar No.: _____

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	QUIT-CLAIM DEED
COUNTY OF RICHLAND	)	(Ordinance No.: 2018-060)

Know All Men by These Presents, that the CITY OF COLUMBIA (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One ($1.00) Dollar and the swap of properties between the Grantor and Grantee, **Saluda Santee, LLC** (hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto:

Saluda Santee, LLC, its successors and assigns:

All those certain pieces, parcels or tracts of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia, located on the southern side of Blossom Street (S40-198) near its intersection with Santee Avenue, containing a total of approximately 0.02 of an acre of land and described as follows, to-wit:

Parcel A (containing 0.02 of an acre) beginning at an iron pin on the common boundary of the southwestern right-of-way of Blossom Street, the northeastern property line of Parcel D (portion of Richland County TMS#R11308-10-01), and the northeastern property line of the subject parcel at a point one hundred twenty-two and ninety-seven hundredths (122.97) feet northwest of the northeastern property corner of the subject parcel; thence extending therefrom S67°29'10"E along the common boundary of the southwestern right-of-way of Blossom Street and the northeastern property line of the subject parcel, for a distance of one hundred twenty-two and ninety-seven hundredths (122.97) feet to an iron pin on the northeastern property corner of the subject parcel; thence extending therefrom S22°30'37"W along the common boundary of the southeastern property line of the subject parcel and the northwestern property line of Parcel B; thence extending therefrom N56°05'05"W in a curvilinear arc, for a chord distance of one hundred twenty-five and forty-five hundredths (125.45) feet to the point of beginning.

Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of Subdivision Survey of Parcels A, B and C at the intersection of Blossom Street and Santee Avenue, dated August 23, 2016, last revised February 12, 2018, prepared for KZ Blossom Street Associates, LLC by Survey One, LLC, Russell S. Owens, S.C. R.L.S. #19404, and recorded in Plat Book ____ at Page ____ in the office of the Register of Deeds for Richland County; also being on file in the Office of the City of Columbia, Department of Engineering under file reference #251-114. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all utilities located thereon, ordinances, conditions, covenants, reservations, easements, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: Being a portion of Blossom Street right-of-way comprising Parcels A and B and conveyed to the City of Columbia by the South Carolina Department of Transportation by deed dated May 21, 2018 and recorded on _____/_____/ 2018 in Record Book R_____, at Page ____ .

TAX MAP NUMBER: 11308-10; Located Adjacent to Richland County TMS#R11308-10-01

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: Saluda Santee, LLC
c/o TD Canada Trust
380 Wellington Street, Tower B 12th Fl.
London, Ontario Canada N6A 4S4

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this ___ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

CITY OF COLUMBIA

By: _____
Name: **Teresa B. Wilson**
Title: **City Manager**

APPROVED AS TO FORM

Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Teresa B. Wilson, City Manager of the City of Columbia, Columbia, South Carolina on behalf of the within-named Grantor.

_____
Notary Public for South Carolina
My Commission Expires: _____

GN; CF#251-114

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located at **Parcel A containing 0.02 of an acre of land, adjacent to R11308-10-01, Columbia, SC 29205 in Richland County,** being identified as **Richland** County Tax Map Number **11308-10**, was transferred by the **City of Columbia** to **Saluda Santee, LLC** on _____, 2018.

3. Check one of the following: The deed is

__ exempt from the deed recording fee because property transferred to _____ (Exemption No. 2).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit.):

X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **$0 (property swap of equal value)**.

5. Check Yes ___ or No **X** to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $0
(b) Place the amount listed in item 5 above here: $0
(If no amount is listed, place a zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____.

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than one year, or both.

_____
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

_____
(Print or Type Name Here)

SWORN to before me this _____ day of _____, 2018.

_____
Notary Public for South Carolina
My Commission Expires: _____

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of two (2) individuals to the Design/Development Review Commission.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** DDRC MEMO 092018 (PDF)

We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Chanique J. Belton

DATE: September 4, 2018

SUBJECT: Design/Development Review Commission

Purpose: The purpose of this commission is to advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas; carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section; plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city; engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city; advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article; advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article; advise the city council in actions of eminent domain taken in furtherance of the purposes of this article; upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.

Composition: This commission is comprised of nine (9) members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint one (1) individual that represent the following: Realtor. Council is asked to appoint one (1) individual that represent a Planner.

District Representation:

District 1 – 1
District 2 – 1
District 3 – 2
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are four **(4)** applications for consideration.

District 1 – 0
District 2 – 0
District 3 – 1
District 4 – 1
Outside City Limits – 2

Applicants

John Metts
4658 Pamlico Circle
Columbia, SC 29206
Outside City Limits

Brokerage Associate
Newmark Wilson Kibler

Michel Moore
129 S Waccamaw Ave
Columbia, SC 29205
District 3

Residential Real Estate Sales
Coldwell Banker

Preston Young
100 Deer Crossing Road
Elgin, SC 29045
District 4

Real Estate Broker

John Gregory
1220 Brentwood Drive
Columbia, SC 29206
Outside City Limits

Brokerage Associate
NAI Avant, LLC

CURRENT MEMBERS	APPROVED	STARTS	ENDS
Bob Wynn 1717 Wayne Street Columbia, SC **District 2** ***Community Representative***	11/12/2013	02/01/2014	02/28/2017 02/28/2020
Harris Cohn 110 Old Hampton Loop Columbia, SC 29209 **District 4** ***Real Estate Broker/Developer***	11/12/2013	02/01/2014	02/28/2017 02/28/2020

CURRENT MEMBERS	APPROVED	STARTS	ENDS
Tom Savory 129 South Saluda Avenue Columbia, SC 29205 **District 3** ***Architect***	04/14/2015 06/19/2018	05/01/2015 06/20/2018	04/30/2018 06/19/2021
Paul Bouknight 1324 Confederate Avenue Columbia, SC 29201 **District 1** ***Community Representative***	04/14/2015 06/19/2018	05/01/2015 06/20/2018	04/30/2018 06/19/2021
VACANT **District 3** ***Realtor***			
LaToya Grate -RESIGNED 903 Muller Avenue Columbia, SC 29203 **District 1** ***Planner***	11/12/2013 12/06/2016	11/12/2013 12/07/2016	11/30/2016 12/06/2019
James M. Daniel III 1 Rice Court Columbia, SC 29205 **District 3** ***Attorney***	12/06/2016	12/07/2016	12/06/2019
Angi Fuller-Wildt 3409 Keenan Drive Columbia, SC 29201 **District 1** ***Architectural Historian***	01/10/2017	02/01/2017	02/01/2020
Robert Broom 3507 Monroe Street Columbia, SC 29205 **District 3** ***Architect***	12/06/2016	12/07/2016	12/06/2019

We Are Columbia

MEETING DATE: **September 18, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Midlands Authority For Conventions, Sports and Tourism.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** MACST Memo 092018 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: September 4, 2018

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

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Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multijurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry.**

Request: Council is asked to appointment one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism board.

Applicants

Richard Rowe
1324 Pulaski Street
Columbia, SC 29201
District 2

Retired

William Kramer
876 Burnside Drive
Columbia, SC 29209
District 4

Agency Sales Manager
Colonial Life

John Hardee
296 Tombee Lane
Columbia, SC 29209
District 4

Public Affairs
Lamar Adv.

CURRENT MEMEBERS	DATE APPOINTED	START	END
John Katz 823 Albion Road Columbia, SC 29205 (913) 433-7557 President Columbia Fireflies, LLC 1640 Freed Street Columbia, SC 29201 (803) 888-3030 jkatz@columbiafireflies.com	07/18/2017	07/19/2017	08/01/2020
Sam Johnson 1155 Lady Street Columbia, SC 29201 (803) 397-5920 Law Clerk/Project Strategist 1230 Main Street Columbia, SC 29201 (803) 540-2139 spjohnson@nexsenpruet.com	07/18/2017	07/19/2017	08/01/2020
Andrew Lucas 6503 Sandale Drive Columbia, SC 29206 General Manager Inn at USC Wyndham Garden 1200 Hampton Street Columbia, SC 29201 (803) 779-7779 alucas@innatusc.com	11/01/2016	11/15/2016	12/01/2019
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CURRENT MEMEBERS	DATE APPOINTED	START	END
Janice Marshall 101 Louthian Way Blythewood, SC 29016 (803) 261-7786	12/10/2013 07/18/2018	01/01/2014 07/19/2017	06/30/2017 08/01/2020

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