COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 4, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, September 4, 2018 at City Hall, 1737 Main Street, 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.

ROLL CALL

INVOCATION

CITY COUNCIL DISCUSSION

1. Quiet Zone Committee Report - Ms. Melissa Gentry, Assistant City Manager

2. Hospitality Tax Funding Policy - Ms. Dee Dee Fanning, Grants Administrator/Community Projects Coordinator

   External Funding Requests
   Moving Forward
   Hospitality Tax Funding Proposal

EXECUTIVE SESSION

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

   Mack Wells v. City of Columbia
   G. Allen Rutter v. City of Columbia
   Sylvester Batts v. City of Columbia

4. Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2)

   Metro Wastewater Treatment Plant

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

   Storm Drain Easements
   Northeast Sewer Service Area
   Transit Lavatories

6. 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)

   Proposed Parking Incentive Ordinance

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

   Lower Richland Satellite Sewer Agreement

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

8. Council is asked to approve the August 7, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 38

9. Council is asked to approve the Purchase of Tritech Software Services for fiscal year 2018/2019, as requested by the Police Department. Award to Tritech Software Systems, in the amount of $202,519.99. This vendor is located in San Diego, CA.

   Funding Source: Police Administrative Services - Maintenance & Service Contract 1012402-638200. The original budgeted amount is $202,519.99.

10. Council is asked to approve Contract Extensions for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services Inc. located in Alpharetta, GA in an amount not to exceed $365,688.00 and Goodwill Industries located in Greenville, SC in an amount not to exceed $187,048.68. For a total amount not to exceed $552,736.68.

    Funding Source: Support Services Public Building - Maintenance & Service Contract 5511219-638200; General Support Services - Maintenance & Service Contract 1011201-638200; Utilities Columbia Canal WTP - Maintenance & Service Contract 5516206-638200; Police Administrative Services - Maintenance & Service Contract 1012402-638200; Emergency Communicatios/311 - Maintenance & Service Contract 1012701-638200; Streets-Storm Drains - Maintenance & Service Contract 5534203-638200; Purchasing - Maintenance & Service Contract 6228959-638200; Parking Operations - Maintenance & Service Contract 5312413-638200; Employee Health Center - Maintenance & Service Contract 6048920-638200; Utilities Metro Wastwater Plant - Maintenance & Service Contract 5516208-638200; Equipment Services - Maintenance & Service Contract 6308971-638200. The original budgeted amount is $552,736.68.

11. Council is asked to approve Asphalt Repair Services at various locations, as requested by Columbia Water. Award to Armstrong Contractors, LLC in an amount not to exceed $232,870.00. This firm is located in Columbia, SC.

    Funding Source: 5529999-WM445901-658650. The original budget amount is $535,233.00. The roadway repairs were not as extensive or as costly as originally anticipated.

    This project consists of restoration of asphalt in various locations due to water line breaks. The project includes milling of asphalt, replacing asphalt, curb and gutter restoration and shoulder restoration (as needed).

12. Council is asked to approve a Contract for Road Improvements at Colony Community/Booker Washington Heights, as requested by Public Works Department. Award to C.R. Jackson, Inc. in an amount not to exceed $500,000.00. This firm is located in Columbia, SC.

    Funding Source: CDBG/HUD grant in the amount of $500,000.00. The original budgeted amount is $500,000.00.

    The following subcontractors will provide additional services:

    J.Moore Electrical Contractors of Swansea, SC will provide Traffic Loop services at $1,800.00 (0.46%) of the contract value.

    Carolina Pavement Marking, Inc. of Conway, SC will provide striping services at $8,664.00 (2%) of the contract value.

13. Council is asked to approve the Drinking Water Annual Fee for Fiscal Year 2018/2019, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of $60,229.00. This firm is located in Columbia, SC.

    Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP) budgets - The original budgeted amount is $60,000.00. Additional funding provided through the Miscellaneous Expense budget.

14. Council is asked to approve the Reconditioning and Restoration of a Sharples DS706 Decanter Centrifuge, as requested by Columbia Water. Award to Alfa Laval Inc., as a Sole Source in the amount of $68,262.10. This firm is located in Chesapeake, VA.

    Funding Source: Utilities Metro Wastewater Plant - Equipment Repair/Service Supply: 5516208-631800. The original budgeted amount is $68,262.10.

15. Council is asked to approve Contract Extensions for Grounds Maintenance at the Metro Wastewater Treatment Plant and Lift Stations, as requested by Columbia Water. Award to Carolina Outdoor Services in the amount of $86,400.00. This vendor is located in Gilbert, SC.

    Funding Source: Utilities Metro Wastewater Plant- Maintenance & Service Contract: 5516208-638200. The original budgeted amount is $86,400.00.

16. Council is asked to approve the Purchase of a Channel Monster and Separation Parts and Services for the Metro Wastewater Treatment Plant Separation System, as requested by Columbia Water. Award to JWC Environmental, as a Sole Source in an amount not to exceed $86,733.11. This vendor is located in Santa Ana, CA.

    Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment - Capital 5516208-658300 ($79,661.38); Utilities Metro Wastewater Plant - Small Hand Tools/Other Equipment 5516208-623100 ($7,071.73). The original budgeted amount is $86,733.11.

17. Council is asked to approve the Purchase of a Gun Fire Alert and Analysis Subscription Service, as requested by the Columbia Police Department. Award to ShotSpotter, Inc., as a Sole Source in the amount of $400,000.00. This vendor is located in Newark, CA.

    Funding Source: Police Administrative Services 1012402-638200.

18. Council is asked to approve Contract Amendment # 4 for Project SS7348; Wastewater Engineer Support at the Metro Wastewater Treatment Plant, as requested by Columbia

Water. Award to Atlantic South Consulting Services, LLC., in the amount of $210,000.00. This firm is located in North Charleston, SC.

Funding Source: 5516205-SS7348-638305 and 5516208-SS7348-638305. The original budgeted amount is $210,000.00.

19. Council is asked to approve Change Order# 7 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a Local Business Enterprise in the amount of $240,292.85. This firm is located in Columbia, SC.

Funding Source: 5529999-SS7253-658650 SS7253 - Columbia Metro WWTP Anaerobic Digester Rehabilitation Project. The original budgeted amount for this change order is $240,292.85.

20. Council is asked to approve Project WM4347; Water Main Construction along Donna Drive, Hodges Street, and Walton Road and Water Service Replacement along Denny Road, as requested by Columbia Water. Award to G.H. Smith Construction, Inc., in an amount not to exceed $637,556.70. This firm is located in Columbia, SC.

Funding Source: 5529999-WM43470-658650. The original budgeted amount is $637,556.70.

This is a Mentor Protégé Program Project. Lake Murray Utility Co., Inc. of Lexington, SC is the Protégé and will be performing at 20% ($117,919.40) of the project.

The following sub-consultants will provide additional services:

Fortiline Waterworks of Columbia, SC will provide pipe and fittings services at 13% ($75,000) of the contract value.

Capital Concrete of Lexington, SC will provide flowable fill and concrete services at 4% ($25,000) of the contract value.

Lane Construction of West Columbia, SC will provide asphalt services at 4% ($25,000) of the contract value.

21. Council is asked to approve an Agreement for Project SS7466; Lower Rocky Branch Relief Sewer Phase I, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $674,700.00. This firm is located in Charlotte, NC.

Funding Source: 5529999-SS746601-658650 Water & Sewer Capital Projects – Lower Rocky Branch Relief Sewer -Capital Project Costs. The original budgeted amount is $674,700.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CADD, preliminary engineering, surveying, easement mapping, and design services at 21.04% ($141,950.00) of the contract value.

The following sub-consultants will provide additional services:

Terracon of Columbia, SC will provide geotechnical investigation services at 2.57% ($17,350.00) of the contract value.

GEL Geophysics, LLC of Charleston, SC will provide potholing for utility locations at 1.66% ($11,200.00) of the contract value.

22. 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. 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.

23. 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

First reading approval was given on August 14, 2018.

24. 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)

First reading approval was given on August 14, 2018.

25. 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)

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

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)

First reading approval was given on August 14, 2018.

26. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2313 Apple Valley Road; TMS# 07502-01-19

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

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)

First reading approval was given on August 14, 2018.

27. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07

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

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)

First reading approval was given on August 14, 2018.

28. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12

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

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)

First reading approval was given on August 14, 2018.

29. Comprehensive Plan Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31

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

First reading approval was given on August 14, 2018.

30. Zoning Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31

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

First reading approval was given on August 14, 2018.

31. Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11

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)

First reading approval was given on August 14, 2018.

32. Zoning Text and Map Amendment - 1633 Main Street and 1635 Main Street, TMS# 09014-10-08

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

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)

First reading approval was given on August 14, 2018.

33. Zoning Map and Text Amendment - 1637 Main Street, TMS# 09014-10-07

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

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)

First reading approval was given on August 14, 2018.

34. 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

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)

First reading approval was given on August 14, 2018.

35. Resolution No.: R-2018-076 Authorizing consumption of beer and wine only at the Tuesday Happy Hour Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018

36. Resolution No.: R-2018-077 - Authorizing consumption of beer and wine only at the Saturday Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018

37. Resolution No.: R-2018-085 - Authorizing consumption of beer and wine only at Soda City Pet Adoption Day on Saturday, November 10, 2018

38. Resolution No.: R-2018-086 Authorizing consumption of beer and wine beverages only at the Columbia Welcomes America's Mayors event in conjunction with the United States Conference of Mayors Fall Leadership Meeting in the 1600 block of Main Street between Taylor Street and Blanding Street on Friday, September 28, 2018

OTHER MATTERS

39. 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.

40. 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.

ZONING / PLANNING MATTERS - SECOND READING

41. Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 134 Coopers Nursery Road; TMS# 28900-03-17

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

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)

First reading approval was given on August 14, 2018.

42. 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

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

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)

First reading approval was given on August 14, 2018.

PRESENTATIONS

43. Recognition of Master Kendall Wallace as The First Tee Columbia MVP and Male Newcomer Athlete of the Year - The Honorable Mayor Stephen K. Benjamin

44. Infant Safe Sleep Month Proclamation - The Honorable Mayor Stephen K. Benjamin

45. National Hydrocephalus Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

46. Columbia Family Wellness Challenge Winners - Mr. Randy Davis, Parks and Recreation Director

47. #LoveColumbia Photo Challenge Winners - Ms. Leshia Utsey, Public and Media Relations Director

ORDINANCES - FIRST READING

48. 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

49. 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

RESOLUTIONS

50. Resolution No.: R-2018-087 - Authorizing acceptance and dedication of streets known as Buck Ridge Drive and Marshdeer Way, located in Deer Lake, Phase 2A, Deertrot Court and Marshdeer Way, located in Deer Lake, Phase 2B and Buck Haven Way and Whitetail Way, located in Deer Lake, Phase 2C to the City of Columbia; Richland County TMS#22713-05-01, TMS#22713-05-02, TMS#22713-05-03, Formerly a Portion of TMS#22713-01-01; CF#191-06A

51. Resolution No.: R-2018-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the City Health Center

OTHER MATTERS

52. Council is asked to approve "No Thru Truck" restrictions on Holly Street from Rosewood Drive to Devine Street, as requested by the Public Works Department.

53. Hospitality Tax Funding Requests - Ms. Dee Dee Fanning, Grants Administrator/Community Projects Coordinator

APPOINTMENTS

54. Council is asked to approve the appointment of one (1) individual to the Central Midlands Regional Transportation Authority.

55. Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board.

56. Council is asked to approve the appointment of one (1) individual to the Transportation Penny Advisory Committee.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Assistant City Manager for Development**

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

SUBJECT: **Quiet Zone Committee Report - Ms. Melissa Gentry, Assistant City Manager**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Hospitality Tax Funding Policy - Ms. Dee Dee Fanning, Grants Administrator/Community Projects Coordinator**

PURPOSE: **External Funding Requests**
Moving Forward
Hospitality Tax Funding Proposal

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)**

PURPOSE: **Mack Wells v. City of Columbia**
G. Allen Rutter v. City of Columbia
Sylvester Batts v. City of Columbia

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2)**

PURPOSE: **Metro Wastewater Treatment Plant**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)**

PURPOSE: **Storm Drain Easements**
Northeast Sewer Service Area
Transit Lavatories

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 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: **Proposed Parking Incentive Ordinance**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

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

PURPOSE: **Lower Richland Satellite Sewer Agreement**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the August 7, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_08_07_2018_D (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 7, 2018

The Columbia City Council met in Executive Session on Tuesday, August 7, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:07 p.m. and the following members of Council were present: The Honorable Sam Davis, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr. The Honorable Mayor Stephen K. Benjamin, the Honorable Moe Baddourah, and the Honorable Daniel J. Rickenmann were 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.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. Update from the Central Midlands Regional Transit Authority (The COMET) - Mr. John C. Andoh, CCTM, CPM, Executive Director / CEO

Mr. John C. Andoh, CCTM, CPM, Executive Director / CEO introduced himself to the Council members, noting that he has twenty years of experience in public transit management. The City of Columbia appoints three members to our board of directors; provides the transit center and Assembly Street bus shelter through a lease; and the ability for us to install bus stops throughout the City. The City is served by twenty of our thirty-eight bus routes and services. The City is the primary benefactor of the transit system. We operate fixed routes and reflex deviated fixed routes, DART paratransit for riders with disabilities, and a downtown circular known as the Soda Cap Connector. We are developing a new short range transit plan and a comprehensive operational analysis. We will be conducting a study with the COG and SCDOT to determine the need for express buses from remote locations into downtown Columbia. A transit center refresh is underway along with several new partnerships.

There was an in-depth discussion regarding the Soda Cap Connector, changes at the Transit Center, location of bus shelters, electric buses, and stops.

Mayor Pro-Tem Devine welcomed Mr. Andoh to Columbia. She commended Tiffany James for her efforts to inform the community. We are a great resource and we can share information from the COMET with the community. Let us know what you need.

2. Healthcare Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources

Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources explained that the City of Columbia has been self-insured for healthcare benefits for over thirty years. It has allowed us to be flexible and to provide a very rich benefit. Due to increased healthcare costs nationally, requirements of the Affordable Care Act, and changes to the governmental accounting reporting standards the City had to make some difficult decisions. Healthcare claims were projected to grow to $32 million in fiscal year 2018/2019 and five to fifteen percent each year thereafter. The City was also facing an OPEB liability in excess of one billion dollars by 2047. We explored several options to include increased premiums, plan design changes, adding spousal surcharges for active employees, dropping spousal coverage for retirees, and eliminating coverage for some retirees. We looked at the State Health Plan as a viable option that would allow us to continue to provide comparable insurance coverage to eligible active employees, retirees, and their dependents. She reviewed matters that should be taken into consideration if we transitioned to the State Health Plan.

Councilor Devine said we've been aggressive with promoting wellness and it sounds like we could potentially lose some of that autonomy.

Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources continued to explain that the State Insurance Benefits program offers a variety of coverages to active employees, retirees, survivors, and their dependents. All local subdivisions participating in the State Health Plan are required to offer health, dental, dental plus, State vision plan, basic life insurance, optional life, dependent life, basic long-term disability, supplemental long-term disability, MoneyPlus flex spending account, and the Vision Care Discount Program to full-time employees. The City doesn't pay any costs for the optional benefits, but we do have to pay a $3 administration cost for each of our members. For our retirees and their survivors, we are required to offer health, dental, dental plus, State vision plan, and Vision Care Discount Program. The participant can choose which level of insurance they want and who they want cover on their insurance. To get started, we had to submit an application and a small fee to the State. The application must be approved 120 days prior to date coverage takes effect. We are aiming for a January 1st coverage date. Once the decision to participate in the State Health Plan is approved by Council, information will be sent to active, retiree, and COBRA participants. Open enrollment will begin in October, but dates are subject to change. She reviewed the eligibility guidelines. In general, all of the employees who are covered now will be covered when we move forward. She reviewed the benefit eligibility for retirees and retirement eligible employees. If we make this change, we will work hard to educate

employees and retirees about the State Health Plan. Also, PEBA has extensive information on their website. When we transition to the State Health Plan, we can no longer change our premiums. We will pay a set cost for being a participant. The active employee premiums will be set by PEBA. The retiree premiums can be set by the local subdivision. She recommended that the City cover the funded rate for pre-65 retirees just like the active employees. She recommended that the City continue to provide assistance to the post-65 retirees, as well. She presented an estimated comparison of the monthly premiums for the City and PEBA as proposed for 2019. She recalled that we hadn't decided whether or not to increase premiums for retirees. The State Health Plan offers one Medicare supplement for post-65. We have to decide what to charge for both pre- and post-65 retiree premiums.

Councilor Duvall said this is a sustainable decision.

Councilor Devine said we have to know what we are doing. I think it's good. We have to be prepared to deal with any discussion or opposition. The changes benefits retirees more than anybody else and it wouldn't be fair if they didn't pay their share. She questioned the next steps related to maintaining the Wellness Incentive Program and the Employee Health Center.

Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources explained that if City Council decided to move forward, they will need to vote to join the State Health Plan at the next meeting. The Wellness Incentive Program is administered by Blue Cross Blue Shield and we would need to find another administrator for the program or not have the program at all. Last year, only 10% of the employee population took advantage of the program. We would also lose the connectivity with managing the Employee Health Center through UCI. We can bring a recommendation back to City Council. There are benefits to having an employee health center.

Councilor Devine asked Mr. Palen if there would be any value in investing any savings from switching plans into all of our wellness initiatives to include the employee health center. It is being utilized more and it's a huge benefit for the employees who use it.

Councilor McDowell expressed concern for the persons who use the health center to address medical issues like diabetes. We need to see where that ball will bounce. Some people depend on the wellness incentive.

DRAFT

Ms. Pamela Benjamin, CPM, Chief of Staff / Director of Human Resources explained that the State Health Plan has chronic disease management programs. They have some of the same things that Blue Cross Blue Shield is offering us now. The wellness checkups are important to them as well. It will just look different under their program. We have to determine if the costs will be beneficial. They encourage their participating employers to do things in their organization to help with wellness.

Councilor Devine said we'd like to see the details of the benefits prior to August 14, 2018 so that we are clear on what might be lost or gained during the transition.

Investigator Amy Mostella, Columbia Police Department said thank you, we've been fighting for this for years.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 3:45 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Tritech Software Services for fiscal year 2018/2019, as requested by the Police Department. Award to Tritech Software Systems, in the amount of $202,519.99. This vendor is located in San Diego, CA.**

REQUISITION NO.: **R191745**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services - Maintenance & Service Contract 1012402-638200. The original budgeted amount is $202,519.99.**

ORIGINAL BUDGET: **$202,519.99**

CLEAN WATER 2020?: **No**

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

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

ATTACHMENTS:

- **#a:** Tritech Software Systems Invoice (PDF)



TRITECH
SOFTWARE SYSTEMS

Invoice	VA0000000515
Date	7/1/2018
Page	1
Due Date	7/1/2018
User	rawyh

9477 Waples Street, Suite 100
San Diego, CA 92121

www.tritech.com
Main: 800-799-7000
Fax: 858-799-7015

R191745

Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Tax ID: SC7%
Contact: Rick Hines
Email: ACCOUNTSPAYABLE@COLUMBIASC.I
Fax: (803) 733-8365 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Due Date	Req Ship Date	Master No.
FISCAL YR 2018.2019	SC066			7/1/2018	5/29/2018	60,102

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000006580	V-VMERMS001	Period: 7/1/2018 - 6/30/2019	$25,906.21	$25,906.21
	Maintenance Contracts				
	#081099 20 w/s, #970539 Server, & 30 w/s and #061050 - 44 w/s				
1.00	0000006580	V-VMERMS001	Period: 7/1/2018 - 6/30/2019	$3,904.86	$3,904.86
	Maintenance Contracts				
	SO#10052021 - RMS Bar Code Hand Held Client License 3, RMS Evidence and Bar Code Module				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$86,075.28	$86,075.28
	Maintenance Contracts				
	#61050 - 75 w/s and #027154 Server, 75 MLV and 1 Interface to Cross Current CAD				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$6,994.11	$6,994.11
	Maintenance Contracts				
	#5882 - VisionMOBILE Law Vehicle Workstation Software License (22), 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$635.83	$635.83
	Maintenance Contracts				
	SO#5952 - 2 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$10,491.15	$10,491.15
	Maintenance Contracts				
	SO#5994 - 33 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$1,609.89	$1,609.89
	Maintenance Contracts				
	SO#5994 - 33 VisionMOBILE Driver's License reader (DLR) Unit Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$146.35	$146.35
	Maintenance Contracts				
	SO#6020 - 3 VisionMOBILE Driver's Licnese Reader (DLR) Unit Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$956.36	$956.36
	Maintenance Contracts				
	SO#6020 - 3 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$1,271.66	$1,271.66
	Maintenance Contracts				
	SO#6021 - 4 VisionMOBILE Law Vehicle Workstation Software License, 24x7				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$195.13	$195.13
	Maintenance Contracts				
	SO#6021 - 4 VisionMOBILE Driver's License Reader (DLR) Unit Software LIcense, 24x7				



Invoice	VA0000000515
Date	7/1/2018
Page	2

9477 Waples, Street, Suite 100
San Diego, CA 92121

www.tritech.com
800-799-7000
Fax: 858-799-7015

Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Ship To:

Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FISCAL YR 2018.2019	SC066			Net 30 Days	5/29/2018	60,102

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000006580	V-VMEMBL002 Maintenance Contracts S/O#6514 - 20 VisionMOBILE Driver's License Reader (DLR) Unit Software License	Period: 7/1/2018 - 6/30/2019	$966.99	$966.99
1.00	0000006580	V-VMEMBL001 Maintenance Contracts #11121086 - 30 mobile law vehicles	Period: 7/1/2018 - 6/30/2019	$6,672.92	$6,672.92
1.00	0000006580	V-VMEMBL003 Maintenance Contracts #12061058 - 13 mobile drivers license reader unit sw license (DLR)	Period: 7/1/2018 - 6/30/2019	$1,323.67	$1,323.67
1.00	0000006580	V-VMEOTH001 Maintenance Contracts #61050 - MNHS 8x5	Period: 7/1/2018 - 6/30/2019	$10,235.33	$10,235.33
1.00	0000006580	V-VMERMS001 Maintenance Contracts Web RMS - #081099 - 68 w/s, #061050 - 75 w/s, #027154 - 75 w/s	Period: 7/1/2018 - 6/30/2019	$7,257.21	$7,257.21
1.00	0000006580	V-VMERMS001 Maintenance Contracts #5882 - Inform Web RMS User (22) - 8x5	Period: 7/1/2018 - 6/30/2019	$3,826.12	$3,826.12
1.00	0000006580	V-VMERMS001 Maintenance Contracts #11121087 - 30 Web RMS licenses	Period: 7/1/2018 - 6/30/2019	$3,686.11	$3,686.11
1.00	0000006580	V-VMERMS001 Maintenance Contracts SO#5952 - 2 Inform Web RMS User, 8x5	Period: 7/1/2018 - 6/30/2019	$347.84	$347.84
1.00	0000006580	V-VMERMS001 Maintenance Contracts SO#6021 - 4 Inform Web RMS User - 8x5	Period: 7/1/2018 - 6/30/2019	$695.65	$695.65
1.00	0000006580	V-VMEOTH002 Maintenance Contracts VisionRMS tpo SCIEX Repository	Period: 7/1/2018 - 6/30/2019	$1,076.38	$1,076.38
1.00	0000006580	V-VMEMBL003 Maintenance Contracts #5686 - 5/7/14 - 35 DLR licenses, 24x7	Period: 7/1/2018 - 6/30/2019	$1,707.47	$1,707.47

TRITECH
SOFTWARE SYSTEMS

Invoice	VA0000000515
Date	7/1/2018
Page	3

9477 Waples, Street, Suite 100
San Diego, CA 92121

www.tritech.com
800-799-7000
Fax: 858-799-7015

Bill To:

Columbia Police Department
1 Justice Square
Columbia SC 29202

Ship To:

Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FISCAL YR 2018.2019	SC066			Net 30 Days	5/29/2018	60,102

Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price
1.00	0000006580	V-VMEMBL003	Period: 7/1/2018 - 6/30/2019	$97.56	$97.56
	Maintenance Contracts				
	SO#5952 - 2 VisionMOBILE Driver's License Reader (DLR) Unit Software License, 24x7				
1.00	0000006580	V-VMEMBL003	Period: 7/1/2018 - 6/30/2019	$1,073.27	$1,073.27
	Maintenance Contracts				
	#5882 - VisionMobile DLR Unit Software License (22) - 24x7				
1.00	0000006580	V-VOTOTH002	Period: 7/1/2018 - 6/30/2019	$400.00	$400.00
	Maintenance Contracts				
	Remote Support Connectivity (Formerly Go To Assist)				
1.00	0000006580	V-VMEMBL002	Period: 7/1/2018 - 6/30/2019	$4,307.71	$4,307.71
	Maintenance Contracts				
	S/O#6615 - 14 Mobile Law Vehicle				
1.00	0000006580	V-VMEMBL002	Period: 11/29/2018 - 6/30/2019	$4,690.43	$4,690.43
	Maintenance Contracts				
	S/O#7280 - 26 VisionMobile License				
1.00	0000006580	V-VMEMBL002	Period: 2/5/2019 - 6/30/2019	$246.15	$246.15
	Maintenance Contracts				
	S/O#7382 - 2 VisionMobile Law Vehicle				
1.00	0000006580	V-VMEMBL002	Period: 2/14/2019 - 6/30/2019	$230.98	$230.98
	Maintenance Contracts				
	S/O#7400 - 2 VisionMobile Law Vehicle				
1.00	0000006580	V-VMERMS002	Period: 3/15/2019 - 6/30/2019	$489.89	$489.89
	Maintenance Contracts				
	S/O#7436 - 1 Inform RMS Test or Training System				

Tax ID 95-3871079 For questions - Call 858-799-7401
INVOICES ARE MAILED BUT NO HARD COPY IS MAILED.
THANK YOU
For questions-call 858-799-7401

Subtotal	$187,518.51
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$187,518.51

Remit to: TriTech Software Systems, PO Box 203223 Dallas, TX 75320-3223

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Contract Extensions for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services Inc. located in Alpharetta, GA in an amount not to exceed $365,688.00 and Goodwill Industries located in Greenville, SC in an amount not to exceed $187,048.68. For a total amount not to exceed $552,736.68.**

REQUISITION NO.: **R191363 & R191351**

FINANCIAL IMPACT: **Funding Source: Support Services Public Building - Maintenance & Service Contract 5511219-638200; General Support Services - Maintenance & Service Contract 1011201-638200; Utilities Columbia Canal WTP - Maintenance & Service Contract 5516206-638200; Police Administrative Services - Maintenance & Service Contract 1012402-638200; Emergency Communicatios/311 - Maintenance & Service Contract 1012701-638200; Streets-Storm Drains - Maintenance & Service Contract 5534203-638200; Purchasing - Maintenance & Service Contract 6228959-638200; Parking Operations - Maintenance & Service Contract 5312413-638200; Employee Health Center - Maintenance & Service Contract 6048920-638200; Utilities Metro Wastwater Plant - Maintenance & Service Contract 5516208-638200; Equipment Services - Maintenance & Service Contract 6308971-638200. The original budgeted amount is $552,736.68.**

ORIGINAL BUDGET: **$552,736.68**

CLEAN WATER 2020?: **No**

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

The contract (BID053-14-15) was for an initial term of three (3) years ending June 30, 2018 with an option to extend for two (2) additional one year terms. The extension period for year one (1) services is July 1, 2018 - June 30, 2019.

Contractor	Annual Cost
Goodwill Industries	$187,048.68
American Facility Services	$365,688.00
Total:	$552,736.68

ATTACHMENTS:

- **#a:** American Facility Services (PDF)
- #b: Goodwill (PDF)

We Are Columbia

August 3, 2018

American Facility Services Inc.
1325 Union Hill Industrial CT
Alpharetta, GA 3004
Contract Extension, BID 053-14-15

To Ms. Nugent,

The initial awarded period on the above referenced contract will expire 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 Wednesday, 8/8/18. 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 053-14-15) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID 053-14-15 are applicable, fully enforceable and will remain unchanged.

__X__ Yes _____ No

Harold Angel 8/3/18 — Harold Angel, Vice President

Signature/ Date — Printed Name of Signer/ Title

Comments: _____

_____

_____

Sandra A. Wright / 8/3/18

Sandra A. Wright — Date

Purchasing Agent Signature

Teresa Wilson / 8/10/2018

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 9, 2018

Mr. Tom Harcum
Goodwill Industries
115 Haywood Road
Greenville, SC 29607

To Mr. Harcum,

The initial awarded period on the above referenced contract expired on June 30, 2018. At this time, the City would like to use the first of two additional one year options extending this contract until June 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 $15,587 ($187,044 annually).

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 until June 30, 2019 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, August 20, 2018. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I look forward to hearing your response.

Anita Higgins

Anita Higgins, Junior Buyer

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 053-14-15) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID 053-14-15 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Signature/ Date

Melanie Gearhart, Director, Business Development
Printed Name of Signer/ Title

Comments: Please note new contact:
Melanie Gearhart mgearhart@goodwillsc.org
115 Haywood Rd. Greenville, SC 29607 864-351-0119

for 8/22/2018
Sandra A. Wright
Purchasing Agent Signature
Date

8/23/18
Teresa B. Wilson
City Manager Signature
Date

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

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Asphalt Repair Services at various locations, as requested by Columbia Water. Award to Armstrong Contractors, LLC in an amount not to exceed $232,870.00. This firm is located in Columbia, SC.**

PURPOSE: **This project consists of restoration of asphalt in various locations due to water line breaks. The project includes milling of asphalt, replacing asphalt, curb and gutter restoration and shoulder restoration (as needed).**

REQUISITION NO.: **R190431**

FINANCIAL IMPACT: **Funding Source: 5529999-WM445901-658650. The original budget amount is $535,233.00. The roadway repairs were not as extensive or as costly as originally anticipated.**

ORIGINAL BUDGET: **$535,233.00**

BUSINESS PROGRAM: **Local Business Enterprise Program**

CLEAN WATER 2020?: **No**

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

There were two (2) responsive and responsible bids submitted for this project.

The total construction time allocated for this project is sixty (60) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

Base Bid	$ 211,700.00
Contingency 10%	$ 21,170.00
Total (Not to Exceed)	$ 232,870.00

ATTACHMENTS:

- **#a:** Legal Approved Contract for SCDOT Requested Asphalt Repair Bid 059-17-18-BF (PDF)
- #b: Bid Tabulation 059-17-18-BF(PDF)
- #c: Engineer Recommendation 059-17-18-BF (WM4459) SCDOT Requested Asphalt Repair (PDF)

CONTRACT

City of Columbia, South Carolina

WM4459

SCDOT Requested Asphalt Repair

Bid #059-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Armstrong Contractors** with legal address and principal place of business at **P.O. Box 291053, Columbia, SC 29229**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Twelve Thousand Seven Hundred Dollars and Zero Cents ($212,700.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents ($250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15"General Specifications", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing, and Seeding, and "LBE Program Policy."

9.2.7 Special Provisions.

9.2.8 Aerial Photos with specifications.

9.2.9 Barrier Curb and Gutter Drawing numbered **1** of **1** inclusive, and dated **5/9/2018**.

9.2.10 Addenda numbers **1** to **1** inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

Contractor	Owner
Armstrong Contractors	City of Columbia, SC
BY _____	BY _____
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest _____
Address for giving notices:	Address for giving notices:
P.O. Box 291053	Department of Procurements and Contracts
Columbia, SC 29229	1800 Main Street, 2nd Floor
_____	Columbia, SC 29201
Date: _____	Date: _____

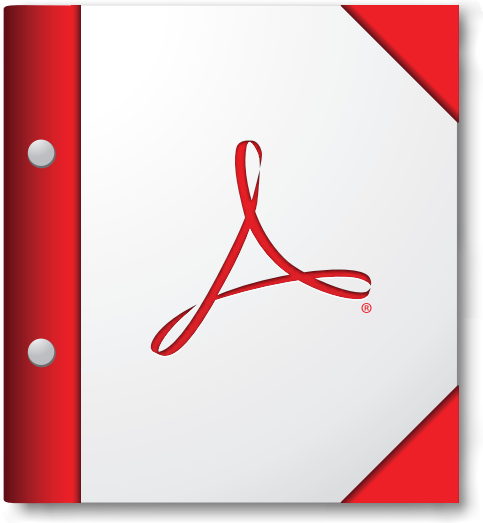
APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Event Number	BID 059-17-18-BF Addendum 1	**Organization**	City of Columbia, SC
Event Title	SCDOT Asphalt Repair (WM4459)	**Workgroup**	Purchasing
Event Description	Pre-Bid Meeting is 1:30 PM (EST) on Thursd	**Event Owner**	Brenda Faison
Event Type	IFBs	**Email**	blfaison@columbiasc.net
Issue Date	6/22/2018 06:25:25 PM (ET)	**Phone**	
Close Date	7/3/2018 01:30:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Armstrong Contractors	Columbia	SC	7/2/2018 04:27:52 PM (ET)	1	$212,700.00
North American Pipeline Manag	Marietta	GA	7/3/2018 09:29:57 AM (ET)	1	$293,507.00

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



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

We Are Columbia

MEETING DATE:	**September 4, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Road Improvements at Colony Community/Booker Washington Heights, as requested by Public Works Department. Award to C.R. Jackson, Inc. in an amount not to exceed $500,000.00. This firm is located in Columbia, SC.**
PURPOSE:	**The following subcontractors will provide additional services:** **J.Moore Electrical Contractors of Swansea, SC will provide Traffic Loop services at $1,800.00 (0.46%) of the contract value.** **Carolina Pavement Marking, Inc. of Conway, SC will provide striping services at $8,664.00 (2%) of the contract value.**
FINANCIAL IMPACT:	**Funding Source: CDBG/HUD grant in the amount of $500,000.00. The original budgeted amount is $500,000.00.**
ORIGINAL BUDGET:	**$500,000.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

There were two (2) responsive and responsible bids received for this project.

C.R. Jackson, Inc is. located in Columbia, SC. Their base bid submittal was $391,689.00 and additional work will be added to the project to utilize the $500,000.00 CDBG/HUD grant.

All work on this project must be completed by December 31, 2018.

ATTACHMENTS:

- **#a:** Bid Tabulation for BId 057-17-18-GBP (PDF)
- #b: PM Recommendation for Colony Comm. Booker-Wash. Hgts. Road Imps. (MSG)

- #c: Contract for Colony Community Booker Wash. Heights Road Imps. BId 057-17-18--GBP (PDF)

Event Number	Bid 057-17-18-GBP Addendum 2	**Organization**	City of Columbia, SC
Event Title	Colony Community and Booker-Washingtor	**Workgroup**	Purchasing
Event Description	Mandatory Pre-Bid Meeting June 21, 2018 a	**Event Owner**	Gary Porth
Event Type	RFP	**Email**	gbporth@columbiasc.net
Issue Date	6/13/2018 04:55:37 PM (ET)	**Phone**	803 (545) 3241 x
Close Date	7/11/2018 02:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
C. R. Jackson, Inc.	Columbia	SC	7/11/2018 11:49:06 AM (ET)	1	$391,689.00
Armstrong Contractors	Columbia	SC	7/11/2018 12:01:08 PM (ET)	1	$531,915.00

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

Daniels, Schinikia N (Niki)

From: Goins, Thomas D (Destin)
Sent: Tuesday, July 24, 2018 1:10 PM
To: Porth, Gary B
Subject: RE: Bid Analysis for Colony Community/Booker Washington Heights Road Improvements Bid 057-17-18-GBP

I recommend the low bid from C.R. Jackson for the job. As you may already know, there are changes that I will be sending your way.

From: Porth, Gary B
Sent: Tuesday, July 24, 2018 12:20 PM
To: Goins, Thomas D (Destin)
Subject: Bid Analysis for Colony Community/Booker Washington Heights Road Improvements Bid 057-17-18-GBP

Destin,

Here is the bid analysis for the Colony Creek/Booker Washington Heights Road Improvements. C.R. Jackson, Inc. is the apparent low bidder at $391,689.00. Please give me your recommendation for the above project so we can move it forward.

Let me know if you have any questions.

Thanks,

Gary

Gary B. Porth
Construction Procurement Manager
Department of Procurement and Contracts
City of Columbia
1800 Main Street, Room 211
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gbporth@columbiasc.net

CONTRACT

City of Columbia, South Carolina

Colony Community/Booker Washington Heights Road Improvements

Bid # 057-17-18-GBP

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **C.R. Jackson, Inc.** with legal address and principal place of business at **P.O. Box 8013, Columbia, SC 29202**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be to begin the work herein specified on the commencement date as defined in the Notice to Proceed (NTP) and to fully complete the amount of work herein contemplated **no later than December 31, 2018.**

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred Ninety-One Thousand Six Hundred Eighty-Nine Dollars and Zero Cents ($391,689.00) and shall not exceed Five Hundred Thousand Dollars and Zero Cents ($500,000.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" and Part 18 "Specifications for Roadway Improvements" of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Traffic Loop Detail.

9.2.9 Required Contract Provisions Fed Aid Construction Contracts.

9.2.10 Location Map.

9.2.11 Federal Labor Standard Provisions.

9.2.12 Davis Bacon Wage Determination.

9.2.13 CDBG Language for Solicitations.

9.2.14 Section 3 Data Form.

9.2.15 Addenda numbers 1 to 2, inclusive.
9.2.16 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20___.

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Contractor	Owner
C. R. Jackson, Inc.	City of Columbia, SC
BY B. H. Whetstone	BY
Ben H. Whetstone, Pres.	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest Karen Jackson	Attest
Address for giving notices:	Address for giving notices:
P.O. Box 8023	Department of Procurement and Contracts
Columbia, SC 29202	1800 Main Street, 2nd Floor
	Columbia, SC 29201
Date: 8-15-18	Date:

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

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Assistant City Manager of Columbia Water**

FROM: ***Clint Shealy, Assistant City Manager of Columbia Water***

SUBJECT: **Council is asked to approve the Drinking Water Annual Fee for Fiscal Year 2018/2019, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of $60,229.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R192461**

FINANCIAL IMPACT: **Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP) budgets - The original budgeted amount is $60,000.00. Additional funding provided through the Miscellaneous Expense budget.**

ORIGINAL BUDGET: **$60,000.00**

CLEAN WATER 2020?: **No**

The attached invoice in the amount of $60,229.00 is forwarded for your approval. This invoice is for our annual drinking water fee with the South Carolina Department of Health and Environmental Control. This fee covers routine laboratory monitoring and services provided by SCDHEC.

The total amount of this invoice will be funded 50/50 from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP). The original budgeted amount for this expense is $60,000.00.

ATTACHMENTS:

- **#a:** SCDHEC ANNUAL DW FEE 2018 (PDF)

*Enter minute tag for city council By Aug. 22

DIRECT EXPENSE INVOICE
RETURN TO ACCOUNTING - ATTENTION DIRECT PAY

VENDOR NO.: V013630

DATE: 08/02/18

VENDOR NAME and ADDRESS:
SC DHEC
ATTN: BUREAU OF FINANCIAL MANAGEMENT
PO BOX 100103
COLUMBIA, SC 29202-3103

R192461

INVOICE NO.: QK72943-4

ORIGINAL

DESCRIPTION: ANNUAL FEE FOR COMMUNITY - DRINKING WATER

COMMODITY CODE: 96100

CHARGE ACCOUNT: 5516206/5516207-638200

INVOICE AMOUNT/ SPLIT ACCOUNTS ($ OR %): $ 60,229.00 TOTAL

SELECT ONE: PICK UP BY DEPT /NAME: _____ ☐ MAIL w/attachments

SPECIAL INSTRUCTIONS: SPLIT 50/50 - (5516206 - $30,114.50 ** 5516207 - $30,114.50)

AUTHORIZATIONS

REQUESTOR NAME: AMANDA JACKSON — Amanda Jackson — Requestor Signature

DEPT/DIV HEAD NAME: JOEY JACO — Dept/Div Head Signature (Under $5,000)

ACM NAME: CLINT SHEALY — Assistant City Manager Signature ($5,000 to $25,000)

CITY MANAGER: TERESA WILSON — Teresa Wilson 8/3/18 — City Manager Signature ($25,000.01 to $49,999.99)

"PAYMENTS EXCEEDING $50,000 MUST BE APPROVED BY CITY COUNCIL"

This form is to be filled out completely with appropriate signatures and all supporting documentation attached prior to processing. W-9s should be sent to Purchasing and noted as "Direct Pay" to set up vendor before submitting this form to Accounting.

UR: 2/14/2012 sla

V 013630 City Council - Minutes



Environmental Quality Control

2600 Bull Street
Columbia, SC 29201
Tax ID# 57-6000286

Drinking Water Annual Billing

CLINT SHEALY
CITY OF COLUMBIA
300 LAUREL ST
COLUMBIA SC 29201

Invoice Date:	07/20/2018
Invoice Number:	QK72943-4
Invoice Amount:	$60,229.00
Program ID:	4010001
Billing Period:	07/01/2018
Through	06/30/2019

Qty	Description	Unit Price	Extended
1.00	Annual Fee for Community	60,229.00	60,229.00
	Total		**$60,229.00**

In accordance with R 61-30.C(4), construction permits or modifications, revision, or reissue of an operating permit will not be issued until all outstanding fees have been paid in full.

South Carolina Department of Health and Environmental Control

Facility Name: COLUMBIA CITY OF
Program ID: 4010001
Invoice Number: QK72943-4 Amount Due: $60,229.00

Amount Remitted:
$

To ensure proper credit, please return this portion of the invoice with your payment including the invoice number on your remittance. Internet payments by credit card/check can also be made by going to **WWW.SCDHEC.GOV** and clicking on the "PAY INVOICES" under "Online Tools and Services." *(Limit $3,000.00 and $1.00 transaction fee for debit/credit card payment. No limit or fee on ACH/E-check.)* Change of address and credit card payment forms are on the reverse side of this invoice. Payment is due upon receipt.

SC DHEC
Attn: Bureau of Financial Management
PO Box 100103
Columbia, SC 29202-3103

ATTENTION: PUBLIC WATER SYSTEM OWNERS/OPERATORS

RE: FY 2019 SAFE DRINKING WATER ACT ANNUAL INVOICE

Enclosed is your invoice(s) covering the fiscal year 2019 Drinking Water Annual Fee. Invoices are due upon receipt and are past due thirty days thereafter.

Penalties of 10% on the 60th day and an additional 25% on the 90th day will be added to outstanding amounts. Postmark date is not considered the received date.

The fee assessment for your public water system is based upon the level of services received and is comprised of three components: program administration, distribution monitoring, and source monitoring. A Summary of SDWA (Safe Drinking Water Act) Services is enclosed.

Information such as the number of taps, the population served, and the number of sources used in the formula for calculating your fee is collected by Department staff during regularly scheduled sanitary surveys. Updates or changes to this information must be conducted through your local DHEC Environmental Quality Control District Office.

If you have any questions concerning how the fee was calculated for your public water system, please contact the Marty Chaney at (803) 898-3554 or email chaneyme@dhec.sc.gov.

For questions concerning payment of the fee, please contact Kevin Graham with Accounts Receivable at (803) 898-1272 or grahamkb@dhec.sc.gov.

CHANGE OF ADDRESS

FACILITY NAME: _____

CONTACT NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. FOR NEW ADDRESS: ( ) _____

CUSTOMER'S SIGNATURE: _____

CREDIT CARD INFORMATION

NAME AS IT APPEARS ON CARD: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE#: _____ FAX#: _____

AMERICAN EXPRESS/VISA/MASTERCARD/DISCOVER
Type of card - circle one

CREDIT CARD NUMBER: _____

CVV#: _____ EXPIRATION DATE: _____

AUTHORIZED SIGNATURE: _____

DHEC-2107 (03/2010)

**NOW PAY ONLINE AT WWW.SCDHEC.GOV THEN CLICK ON PAY INVOICES **

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Reconditioning and Restoration of a Sharples DS706 Decanter Centrifuge, as requested by Columbia Water. Award to Alfa Laval Inc., as a Sole Source in the amount of $68,262.10. This firm is located in Chesapeake, VA.**

REQUISITION NO.: **R191979**

FINANCIAL IMPACT: **Funding Source: Utilities Metro Wastewater Plant - Equipment Repair/Service Supply: 5516208-631800. The original budgeted amount is $68,262.10.**

ORIGINAL BUDGET: **$68,262.10**

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:** Sole Source and quote(PDF)

Requisition # R191979

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 Metro WWTP (1) Division.

Sharples DS Decanter Centrifuge parts and services (2)

as a sole source procurement from Alfa Laval (3)

based upon the following justifications: This contractor is the original equipment (4)

manufacturer and is the sole provider of the OEM parts and service through either proprietary or patented.

This sole source is valid through June 30, 2019 Amount $ 68,262.10

Utility Operations Department	Signature of Department Head	8-6-2018 Date
	Signature of Purchasing Agent	8/8/18 Date
Form must be routed in the order of the signatures	Signature of Finance Director	8/11/18 Date
	Signature of Asst. City Manager	8/13/18 Date
	Signature of City Manager	8/15/2018 Date

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

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

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

R191979 V0004382

Alfa Laval Inc.
Chesapeake Service Center
3944 Holland Blvd
Chesapeake, Va. 23323
Tel: +1 757-487-0437
Fax: +1 757-487-5375
www.alfalaval.com

COLUMBIA METRO WASTEWATER TREATMENT PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201

7/17/18

COLUMBIA METRO WASTEWATER TREATMENT PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201

The Rotation Assembly that we received from Columbia Metro was originally in service with The City of Phoenix. It was built in 1993 and was last serviced by our Houston facility in 2009. The last repair brought the unit back to OEM specifications however the last work performed was over 9 years ago.

Following is our formal quotation for the reconditioning and restoration of your recently purchased Sharples DS706 Decanter Centrifuge S/N 93-DS706AD-065. This project will cost $53,575.09 plus freight.
This Rotating Assembly is in good condition with a few issues that need addressed. As listed below we will be replacing all bearings, seals o-rings, lubricants and needed hardware with new and we will balance the conveyor and the rotating assembly.

Sincerely,
Tom Fogarty
Chesapeake Service Center
757-485-7502
tom.fogarty@alfalaval.com

REPAIR SUMMARY

DS706 ROTATING ASSEMBLY S/N 93-DS706AD-065
A/L ref.: 5014441
Your ref.:
7/17/18

Your equipment has been disassembled, cleaned and inspected to determine its present condition. Our inspection process includes visual and dimensional inspections, and non-destructive testing where warranted. Based on current OEM standards, we recommend the following repairs.

BASIC REPAIR

Alfa Laval's **Basic** repair for this unit will consist of the following actions.

1. Disassemble and clean for inspection.
2. Inspect to OEM specification.
3. Prepare quotation for recommended repairs.
4. Replace all bearings, seals, o-rings, gaskets, spacers, damaged hardware, spacers, shims and lubricants with genuine Alfa Laval OEM replacement components.
5. Assemble and prepare the conveyor for balancing.
6. Assemble and prepare the bowl assembly for balancing.
7. Assemble and prepare the gearbox assembly for testing.
8. Computer balance the conveyor and bowl assemblies to OEM specifications.
9. Assemble rotating assembly for testing.
10. Test rotating assembly on Sharples Repair Test Stand to OEM Quality Control Specifications for two hours.
11. Final inspection and prepare for shipment.
12. Palletize for shipment.

REQUIRED

CONVEYOR:
Light wear noted. Good condition
Use as is

ACCELERATOR:
Light wear noted. Good condition
Use as is

FEED ZONE LINER:
Light wear noted. Good condition
Use as is

FEED NOZZLE SET:
Light wear noted. Good condition
Use as is

FEED CONE INSERTS:
Light wear noted. Good condition
Use as is

TENSION BAR:
Mounting face is galled.
Machine face to OEM specification.

SPLINE BUSHING:
Normal wear noted. All critical dimensions are within specification.
Acceptable to use as is.

FRONT CONVEYOR BEARING SEAL HOLDER:
Light wear noted. Good condition
Use as is

BOWL ASSEMBLY

REAR HUB:
Minor repairs to locking threads needed.
Machine threads to clean up the damage.

REAR CONVEYOR BEARING SEAL HOLDER:
Light wear noted. Good condition
Use as is

FRONT HUB:
The main bearing seating surface is out of position. This is due to an engineered upgrade to the hub.
Weld and machine seating surface to OEM specification per the upgrade.

FRONT CONVEYOR BEARING HUB:
Minor cosmetic repairs needed
Skim machine critical surfaces.

FRONT CONVEYOR HUB SLEEVE:
The hard plating on the seal diameter is failing and chipping off.
Machine one seal diameter for new hard plate. Finish grind to OEM specification.

BOWL SHELL EXTENSION:
Light wear noted. Good condition
Use as is

WEAR RING:
Light wear noted. Good condition
Use as is

BOWL SHELL:
Light normal wear noted. Good condition
Use as is

BOWL SHELL LINER:
Normal wear noted.
Acceptable to use as is.

BOWL SEAL HOLDERS:
Seal diameters worn on both holders.
Machine and repair per specification.

FRONT PILLOW BLOCK:
Light normal wear noted. Good condition
Use as is

REAR PILLOW BLOCK:
Light normal wear noted. Good condition
Use as is

PILLOW BLOCK COVERS:
Light normal wear note. Locating Pins broken
Replace 4 pins with new. Acceptable to use as is.

GEARBOX ADAPTER:
All critical dimensions are within specification. Minor repairs to threaded holes needed.
Repair threaded holes as needed.

PULLEY:
Light normal wear noted. Good condition
Use as is

PULLEY SEAL HOLDER:
Normal wear on the seal diameter. Critical dimensions within specification.
Acceptable to use as is.

TENSION BAR NUT:
Normal wear noted.
Acceptable to use as is.

GEARBOX:
Standard repairs needed.
Replace all bearings seals, o-rings and oil with new.

Shipping stand for Rotation Assembly
Stand built for shipping that will last for multiple trips

Price: $1,250.00

AUTHORIZATION TO REPAIR

COLUMBIA METRO WASTEWATER TREATMENT PLANT
DS706 ROTATING ASSEMBLY; S/N 93-DS706-065
A/L ref.: 5014441
Your ref.:
7/17/18

The total charge for parts, labor and expenses and shipping stand associated with this repair is: $ 54,825.09.

Freight to be added to total Price: $1,275.00 from Chesapeake, VA to Columbia, SC.

Field Service Support

The price for Alfa Laval Support is discounted to $1,800.00.00 **per** day **plus** airfare, **if** required. This daily rate is applicable for any time traveling or spent on site up to a maximum of 8 hours per day, Monday thru Friday. Any additional hours spent on site or weekend work/travel will be invoiced a rate of $202.50/hr. This amount includes all expenses EXCEPT airfare. We anticipate 4 day(s) total to perform the work (including travel days). The customer will only be charged for the days used.

This estimate is based on the following:

- Full time support from 1-2 of your staff equipped with common hand tools.
- All Special tools sold with the machine are readily available
- Access to your maintenance shop.
- Access to hoisting equipment and operator if needed
- Your staff will work with our technician for lock out / tag out and isolating systems
- A safe clean work environment

Total Estimated Price for Field Service: $7,200.00

Total for work performed, shipping stand, freight, and field service: $63,300.09

Validity: 30
Payment Terms: NET 30 DAYS
Warranty:
Terms and conditions attached.

Please execute the work authorization below and fax it to the number shown below. The equipment not approved for repair is subject to a service charge to cover the cost of disassembly, cleaning, inspection, quoting and repackaging. On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

WORK AUTHORIZATION:

Signing below is an authorization to proceed with the work described in the accompanying quotation.

Authorized Signature: _____

Date: _____

Purchase order or Work order #: _____

-> Fax to the attention of Tom Fogarty at +1 757-487-5375

TERMS AND CONDITIONS OF SALE

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. ACCEPTANCE: Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. PRICES: Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or force majeure, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. SHIPMENT, RISK OF LOSS, TAXES: Prices are in U.S. Dollars, F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. Pro rata payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is

free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. LIMITATION OF LIABILITY: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT

(a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgment and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. We shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefor in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. TIME LIMIT FOR BRINGING SUIT: Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. MODIFICATION OF TERMS: The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which

may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. LIMITATION ON WARRANTIES: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.

18. APPLICABLE LAW: Any controversy or claim arising out of the contract or the breach thereof shall be finally decided with binding effect on both parties by the courts of Virginia and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

July 30, 2018

Columbia Metro WWTP
1200 Simon Tree Lane
Columbia, SC 29209

Attention: Mr. Ashley Dove

Ref: Sole Source Procurement (Parts & Labor)
Columbia Metro WWTP
Sharples DS 706

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr.Dove,

Alfa Laval Inc. is the Original Equipment Manufacturer (O.E.M.) of the Sharples DS 706 Decanter Centrifuge installed at the Columbia WWTP and is the sole source authorized provider for all Original Equipment Manaufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the DS 706 to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as eash is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval replacement parts and service.

Constant investment in reasearch and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietay items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tensioning systems and so on. An illustartion of this commitment is our quality assurance program.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions I can be reached at 1-864-395-5444

Sincerely,

Samuel Sanom

Larry Packard
Regional Manager / Parts and Service

Davis, LaToyia

From: Dove, Ashley
Sent: Monday, July 30, 2018 8:05 AM
To: Davis, LaToyia
Cc: Wiman, David R; Foisy, Michael A; McMichael, Joe
Subject: FW: [EXTERNAL] FW: Columbia, SC ~ Metro WWTP RA Report and Repair ~ Alfa Laval ~ Quote
Attachments: COLUMBIA RC812274R2 TEXT.pdf

LaToyia,

We need to do this as a sole source and charge it to 631800. This is for rebuilding, shipping and installation of the newly purchased rotating assembly for the centrifuge. Let me know if we need another Sole Source Letter for this and I will reach out to them.

Columbia Water

We Are Columbia

Ashley Dove
Maintenance Manager

Columbia Water
Metro WWTP

PO Box 147 | Columbia, SC 29217
Ashley.Dove@columbiasc.gov
Phone: (803) 545-0180
Fax: (803) 988-8057

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Dave Johnson [mailto:djohnson@heyward.net]
Sent: Wednesday, July 25, 2018 3:31 PM
To: Dove, Ashley
Cc: Kathryn Baker; Tommy Lawson
Subject: [EXTERNAL] FW: Columbia, SC ~ Metro WWTP RA Report and Repair ~ Alfa Laval ~ Quote

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Ashley,

Attached is the report and proposal on the Rotating Assembly. Price included freight, reusable shipping stand and field services. The cost to include entirety of proposal is $63,300.09.

Please review the attached and let us know if you have any questions.

- Dave

David P. Johnson, PE

Heyward Incorporated | 2101-A Cambridge Beltway Dr. · Charlotte, NC 28273 | Phone: 704/583-2305 | Mobile: 803/920-6209 | Web: www.heyward.net

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Contract Extensions for Grounds Maintenance at the Metro Wastewater Treatment Plant and Lift Stations, as requested by Columbia Water. Award to Carolina Outdoor Services in the amount of $86,400.00. This vendor is located in Gilbert, SC.**

REQUISITION NO.: **R191057**

FINANCIAL IMPACT: **Funding Source: Utilities Metro Wastewater Plant-Maintenance & Service Contract: 5516208-638200. The original budgeted amount is $86,400.00.**

ORIGINAL BUDGET: **$86,400.00**

CLEAN WATER 2020?: **No**

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

Three (3) bids were received for Grounds Maintenance at the Metro Waste Water Treatment Plant and Lift Stations, Bid#035-15-16 as requested by the Metro Wastewater Treatment Plant.

The initial contract term was for two (2) years beginning August 2016 and terminating on June 30, 2018 with the option to renew for one (1) additional year. The maximum term, including the optional term, shall not exceed beyond June 30, 2019.

I respectfully request City Council's approval for this service to be provided by Carolina Outdoor Services, LLC at the cost per year.

Description	Quantity	Unit Cost	Extended Cost
Ground Maintenance	12 X/year	$ 7,200.00	$86,400.00
TOTAL EXTENDED COST			**$86,400.00**

ATTACHMENTS:

- **#a:** Extension letter (PDF)

- #b: Bid Tabulation (PDF)

We Are Columbia

June 27, 2018

Mr. Nicky Waters
Carolina Outdoor Services, LLC
106 Dear Ridge Trail
Gilbert, SC 29054

Re: Contract Extension, BID035-15-16 Grounds Maintenance at Metro Waste Water Treatment Plant and Lift Stations.

Dear Mr. Waters,

The initial contract period on above referenced contract will expire on June 30, 2018. There is an option to extend for one (1) additional year. The City of Columbia would like to exercise the additional one year option to extend until June 30, 2019.

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, ending June 30, 2019 at the current monthly cost of $7,200.00 with all terms and conditions to remain the same during this extension.

Please sign in blue ink, scan and email at btradin@columbiasc.net a copy of this signed letter no later than 5:00 PM on Thursday, 6/28/18. 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 (BID035-15-16) for twelve (12) additional months from July 1, 2018 to June 30, 2019. All other terms and conditions as outlined in BID035-15-16 are applicable, fully enforceable and will remain unchanged.

✓ Yes _____ No

Dinks Water 6/25/18 — Signature/ Date

Dicky Waters owner — Printed Name of Signer/ Title

Comments: _____

_____

_____

_____ / 6/28/18

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

Bid Tabulation Report (Revised)

Bid035-15-16: Grounds Maintenance at Metro Waste Water Treatment Plant and Lift Stations

June 28, 2016

Bidder Name	Description	Cost per Month	Extended Cost
Carolina Outdoor Services LLC.	Grounds Maintenance at the Metro Waste Water Treatment Plant and Lift Stations	$ 7,200.00	$86,400.00
Gregory Landscape Services, Inc.	Grounds Maintenance at the Metro Waste Water Treatment Plant and Lift Station	$7,499.48	$89,993.76
ENVIRO AgScience, Inc.	Grounds Maintenance at the Metro Waste Water Treatment Plant and Lift Station	$17,450.00	$209,400.00

Note: *The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.*

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of a Channel Monster and Separation Parts and Services for the Metro Wastewater Treatment Plant Separation System, as requested by Columbia Water. Award to JWC Environmental, as a Sole Source in an amount not to exceed $86,733.11. This vendor is located in Santa Ana, CA.**

REQUISITION NO.: **R192000**

FINANCIAL IMPACT: **Funding Source: Utilities Metro Wastewater Plant - Machinery & Equipment - Capital 5516208-658300 ($79,661.38); Utilities Metro Wastewater Plant - Small Hand Tools/Other Equipment 5516208-623100 ($7,071.73). The original budgeted amount is $86,733.11.**

ORIGINAL BUDGET: **$86,733.11**

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:** Fully Signed Sole Source (PDF)

Requisition # R192333 & R191991

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 Metro WWTP (1) Division,

Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, (2)

Honey Monster, and Monster Separation, parts, and service

as a sole source procurement from JWC Environmental (3)

based upon the following justifications: They are the inventor and owners of the items (4)

above. They also are the sole manufacturer and exclusive source of service and part of the

equipment listed.

This sole source is valid through June 30, 2019 Amount $ 160,000.00

Utility Operations Department	Signature of Department Head	8-6-2018 Date
	Signature of Purchasing Agent	8/8/18 Date
Form must be routed in the order of the signatures	Signature of Finance Director	8/11/18 Date
	Signature of Asst. City Manager	8/13/18 Date
	Signature of City Manager	8/15/2018 Date

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

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

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

JWC Environmental, LLC
2850 S. Red Hill Ave.
Santa Ana, CA 92705
Tel: 800-331-2277

JWC Environmental® Heyward

Date: July 31, 2018

To: All Bidders

From: Chris Burt

Subject: Sole Source for Muffin Monster Parts and Service

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Separation System. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment. Heyward is the manufacturer's representative in North and South Carolina and is authorized to provide sales support and service.

Please feel free to contact me at ***servicesales@jwce.com*** if we can provide any additional information. You may also contact our representative for the Carolinas:

Sales: **Dave Johnson, Jonathan Garrick, Chris Taylerson**

Aftermarket: **Tom Lawson, Chad Carlson**

Parts & Service: **Kathryn Baker**
Heyward
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

Phone: (704) 583-2305
Fax: (704) 583-2900
www.heyward.net

Regards,

Chris Burt

*The **Monster** Family is Growing*
*www.jwce.com/**headworks***

R\92000

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5006365

Columbia, City of
PO Box 147
Columbia, SC 29217
US

Quote Number: 45265
Quote Date: 07/27/2018
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO / One Way Shipping & Handling Included
Grinder Serial #: 109317-1-2

Project: Saluda River Pump Station

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
CDD6020-XDM2.5	CDD6020-XDM2.5 Channel Monster 7T Cam Cutters 1:1 Stack Hardened Alloy STL Severe Duty Seals Cork & Rubber Gaskets Drum Side Rails Vertical Shaft Support without Grease Lines Less Motors Less Reducers With Spools 12mm (1/2") Perforated Drums with Drum Brushes Paint Epoxy Green Grinder SN: TBD	1	$68,297.00	$68,297.00
A51013-0043-215T-IM-SV	REDUCER ASSY, 43:1 215T (SERV ONLY)	1	$5,463.54	$5,463.54
A20313-0377-145T-IM-SV	REDUCER ASY, 377:1 145TC IMM (SRV)	2	$3,273.95	$6,547.90
Shipping	Shipping & Handling One Way Shipping & Handling Included	1	$0.00	$0.00

Please verify serial number is correct.

Sub Total	**$80,308.44**
Tax	
Total	**$80,308.44**

Notes:
1. Please fax or mail a purchase order for the total amount and we can process your order. Please include the following:

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental LLC
Yesenia Esquivel
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products unde



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

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R19-1991

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5006365

Columbia, City of
PO Box 147
Columbia, SC 29217
US

Quote Number: 45263
Quote Date: 07/27/2018
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: To be scheduled
Grinder Serial #:

Project: City of Columbia Lift Stations

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
SERV CONTRACT	Service Contract (4) visits per year, $5,000 per visit Mill Creek CDD6020-XMD2.5, SN:103190-1-1, 1031901-2 Broad River CDD6020-XDM2.5, SN:107190-1-1 North Columbia CDD6020-XDM2.5, SN:107350-1-1, 107350-1-2 West Columbia CDD9020-XMD3.0, SN:108366-1-1 Saluda River CDD6020-XDM2.5, SN:109317-1-1, 109317-1-2	1	$20,000.00	$20,000.00

Please verify serial number is correct.

Sub Total	**$20,000.00**
Tax	
Total	**$20,000.00**

Notes:
1. Please fax or mail a purchase order for the total amount and we can process your order.
   Please include the following:
   Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference JWC quote number on your purchase order.
3. Sales tax is not included in price.
4. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental LLC
Yesenia Esquivel
Customer Service

MOU between JWCE and City of Columbia

A. Overview and Purpose

1. City of Columbia owns JWCE equipment ("Equipment") located at various pumps stations in Columbia within the State of South Carolina and as listed in Exhibit A ("Installed Base"). City of Columbia wants to consider having JWCE provide regular maintenance to the Equipment under a maintenance agreement ("Service Contract").
2. JWCE's quarterly maintenance services ("Services") are described in the Scope of Services attachment Exhibit B.
3. The purpose of this MOU is to set forth mutually acceptable terms and conditions for the Service Contract.

B. Service Contract mutual responsibilities

4. Services will be scheduled within mutually acceptable date ranges and those dates will be confirmed at least two weeks in advance of the scheduled date ("Confirmed Date").
5. If City of Columbia cancels scheduled maintenance after Confirmed Date is established, City of Columbia may either pay JWCE a $1,500 per site-rescheduling fee or forego the scheduled maintenance for that semiannual period.
6. The Equipment covered under the Service Contract are listed in Exhibit A and include the JWCE provided equipment associated with the model numbers.
7. Authorization for replacement parts and equipment will be given by City of Columbia at the time Services are provided at the facility and will serve as JWCE's authorization to bill for parts.
8. JWCE will provide labor to replace parts and equipment at no additional charge if the work is completed within a scheduled visit, otherwise, labor will be billed.
9. A 10% discount from published price will be applied to parts and equipment listed in MOU.
10. Columbia WWTP staff is responsible for providing labor and equipment required for preparing the Equipment for servicing prior to the scheduled arrival time of JWCE's service technician. The Columbia WWTP staff will be required to isolate the channel immediately upon arrival of JWCE technician for inspection and repair/exchange services.
11. Columbia WWTP staff must accompany JWCE service technician at all times while at the facility.
12. Columbia WWTP staff is solely responsible for ensuring all conditions necessary at its facilities for JWCE's service technician to perform scheduled services at the schedule time have been completed, and service technician idle time resulting from delays attributable to Columbia WWTP staff are billable at a rate of $200 per hours after a 60 minute grace period.
13. Upon signing the Service Contract, JWCE and Columbia WWTP staff will schedule Services for each individual facility based on dates and times that are mutually acceptable.

C. Additional terms and conditions of the agreement.

14. Term and Termination:
    a. The term of the Service Contract will be one year.
    b. The Service Contact will automatically renew for an additional year unless notice to terminate is received within 60 days of the expiration date.
    c. JWCE reserves the right to increase the price with 90 days advanced notice of contract commencement date.
    d. The Service Contract may be terminated upon 30 day notification for material breach of contract if the reported breach is not cured, or upon insolvency or inability to perform contract duties.
15. Warranty:
    a. The Service Contract will include a one year warranty against defects in material and workmanship covering the labor and materials supplied by JWCE. JWCE's warranty is an express warranty and JWCE disclaims any implied warranties. See JWCE standard warranty in attached Exhibit C for details.
    b. Disclaimer of Warranties: The Service Contract solely covers the provision of labor and maintenance services provided and/or the sale of replacement parts and equipment, and is not a guarantee of performance.
16. Notification
    a. Notifications regarding performance of services under the Service Contract for JWCE is Brian Prunty.
    b. Notifications regarding renewal, cancellation, amendments, and other terms and conditions of the Service Contract for JWCE is Chris Burt.
17. Pricing and Payment
    a. Pricing is as follows:
        i. $5,000 per visit x 4 visits per year = $20,000 per year
    b. Pricing of the Service Contract is lump sum including the entire Installed Base for the term of the agreement. Full payment is due within 30 days of execution of the agreement.
    c. Additional sites and equipment may be added only by amending the Service Contract. Payment will be due within 30 days of execution of the amendment agreement.

Exhibit A

Installed Base

S/N#:

Mill Creek

CDD6020-XMD2.5, SN:103190-1-1, 1031901-2

Broad River

CDD6020-XDM2.5, SN:107190-1-1

North Columbia

CDD6020-XDM2.5, SN:107350-1-1, 107350-1-2

West Columbia

CDD9020-XMD3.0, SN:108366-1-1

Saluda River

CDD6020-XDM2.5, SN:109317-1-1, 109317-1-2

Exhibit B

Scope of Services

Channel Monster

- Inspect & tighten cutter stack.
- Caliper evaluation of cutters.
- Inspect intermediate bearings (yoke supports).
- Grease yoke supports.
- Inspect and grease gear reducer.
- Inspect and test motor:
    - Amp draw
    - Vibration
    - Temperature
- Inspect motor drive couplings.
- Inspect control panel
- Download and analyze controller data.
- Inspect rotating drums.

Exhibit C

MANUFACTURER'S STANDARD WARRANTY
CUSTOMER SERVICE

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants the Product identified in the attached Service Agreement during the term specified in the agreement, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS,
STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL
BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR
CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE
TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION
WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF
FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES,
EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of a Gun Fire Alert and Analysis Subscription Service, as requested by the Columbia Police Department. Award to ShotSpotter, Inc., as a Sole Source in the amount of $400,000.00. This vendor is located in Newark, CA.**

REQUISITION NO.: **R192713**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services 1012402-638200.**

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 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:** wmhemlepp_8-31-2018_10-57-04 (PDF)
- #b: Shotspotter Funding (PDF)



SST™

DETECT • PROTECT • CONNECT

confidential

FIRM FIXED PRICE PROPOSAL FOR A SUBSCRIPTION-BASED SHOTSPOTTER® FLEX™ GUNFIRE LOCATION ALERT AND ANALYSIS SERVICE FOR CITY OF COLUMBIA, SOUTH CAROLINA

ShotSpotter® Flex™

DETECT • PROTECT • CONNECT

Firm Fixed Price Proposal for a Subscription-Based ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service

Prospect: City of Columbia, South Carolina

Proposal ID: COLUMSC08032018

Date: August 3, 2018

Submitted by: Phil Dailly, Director – Southeast Region
+1.704.470.5501 mobile
+1.650.887.2106 fax
phild@ShotSpotter.com

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

ShotSpotter Flex
DETECT • PROTECT • CONNECT

CITY OF COLUMBIA

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SST Introduction and Background

About SST, Inc.

SST was founded in 1995 and with 31 issued patents, and over 90 successful agency engagements covering over 300 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one-year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal on boarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

Our Service and Product Offerings

SST is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze, and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter® Flex™** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter® SiteSecure™** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **SST SecureCampus®** – designed to provide outdoor gunfire coverage at university and school campuses.

About Our Service – ShotSpotter Flex

Real-Time Gunfire Data

ShotSpotter Flex helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

Key Features	Key Benefits
• Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas.	• Enhanced situational awareness and officer safety.
• Immediate alerts when no one calls 9-1-1.	• Faster evidence collection and witness identification.
• Precise location including latitude/longitude, street address.	• Court-admissible, detailed forensic reports (DFRs).
• Number and exact time of rounds fired.	• Increased gun crime arrests.
• Identification of fully-automatic or high-capacity weapons.	• Improved community relations and collaboration.
• Identification of multiple shooters.	• Proactive gun crime pattern analysis and strategic deterrence.
• Shooter position, speed and direction of travel.	• No need to buy/manage a complex technology infrastructure.
• Detailed forensic data for investigation, prosecution, analysis.	• Expedited response to shooting victims.
• Easily-accessible single and cumulative historical reports.	• Increased suspect leads, suspect arrests.
• Annual subscription-based service is a hosted cloud-based solution.	• Increased ability to identify homicides and injured victims.

Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors "trigger" the software system, it is able to triangulate the exact location of the event within 82 feet.

SST designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of SST.

Subscription-based and Software as a Service

SST's cloud-based system is cost effective.

In addition to owning and operating the underlying sensor network, SST also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because SST maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

Built-in redundancy eliminates any single point of failure.

SST operates fully redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

Subscription Based

The subscription-based cost structure of ShotSpotter Flex not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying

patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one-year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

Incident Review Center

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, SST experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the SST Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, an SST professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

SST's team of expert reviewers has direct experience reviewing thousands of incidents captured by SST systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

SST's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. SST incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world.

SST's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

Best Practices and Onboarding Training

The SST Training Team

The Training Team consists of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer as successful as possible. We do this through continued and on-going support to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.

Getting Started

Early in the engagement process, one of our trainers will be assigned to the agency to ensure wide-ranging but consistent training is delivered based on the agency customer's need. While the service is being deployed, we first present to command staff personnel and key identified stakeholders in the service. This Best Practices Presentation is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. The idea is to get the agency thinking about success and ways to achieve it right from the beginning.

Educational and Best Practices Webinars

To help support you in your deployment process, SST has a number of training webinars to help you get your team trained internally on how to use our products and services. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer. These webinars are led by our internal SST experts, many of whom have an extensive background in both public safety and business.

Gunfire Data and Alerts

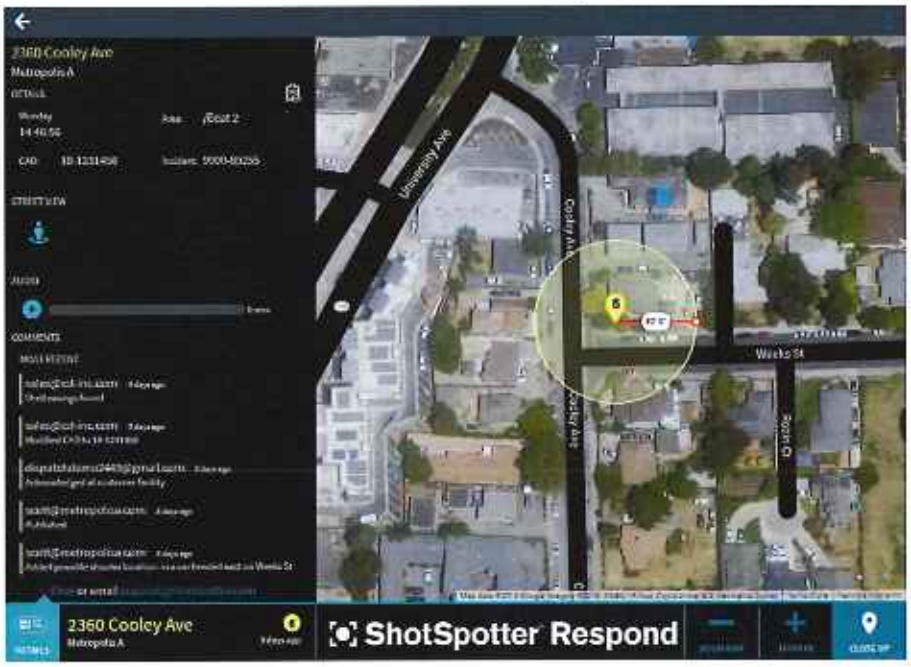
The alerts that are generated by ShotSpotter are delivered in the following forms:

i. ShotSpotter® Dispatch™ and ShotSpotter® Respond™ Apps

The ShotSpotter Dispatch and ShotSpotter Respond apps are the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app.

The app provides the type of gunfire (single round, multiple round), a unique identification number (Flex ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, direction of travel (moving shooter, multiple rounds), speed of travel (moving shooter, multiple rounds), district identification, and beat identification.

An SST analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers and Dispatchers are added to the alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.



ii. Investigator Portal

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

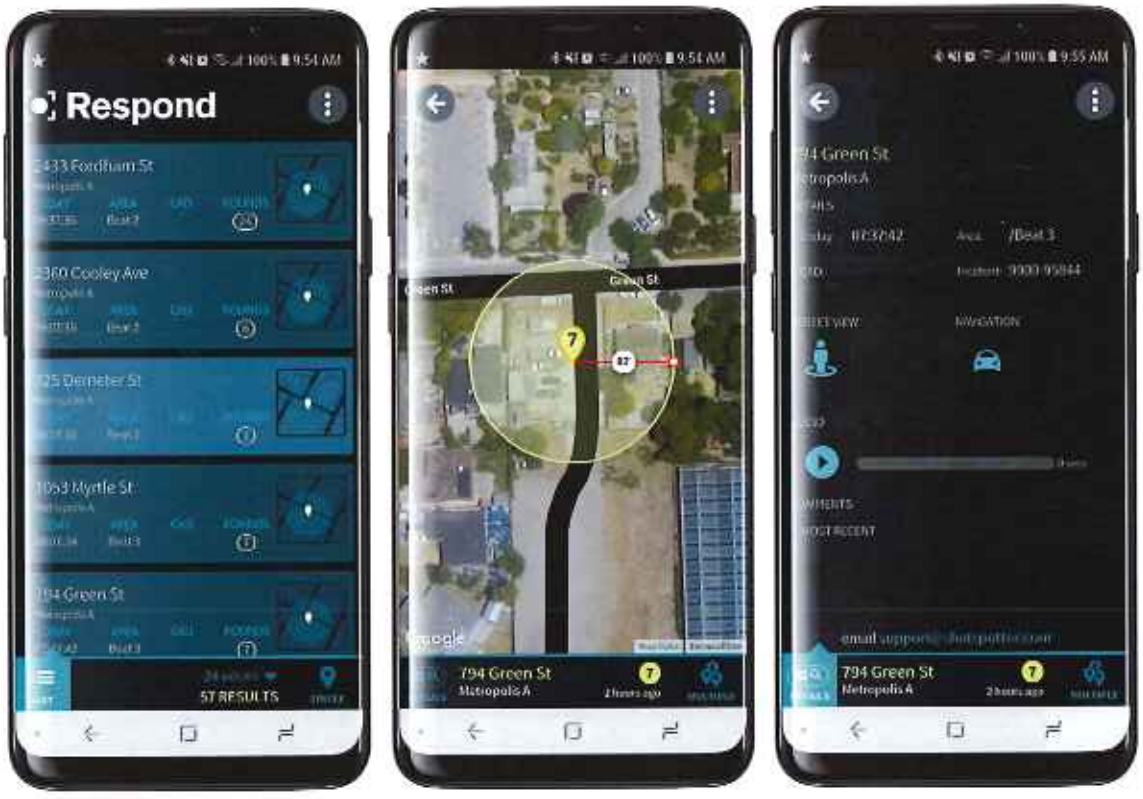
The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).



iii. Mobile Alerts

Real-time gunfire alert data may also be delivered to smartphones and smart watches through a native smartphone application, ShotSpotter® Respond™, which is available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.





iv. Notification Engine API (optional)

The ShotSpotter Notification Engine Application Programming Interface (API) permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 SST Incident Review Center.

Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.

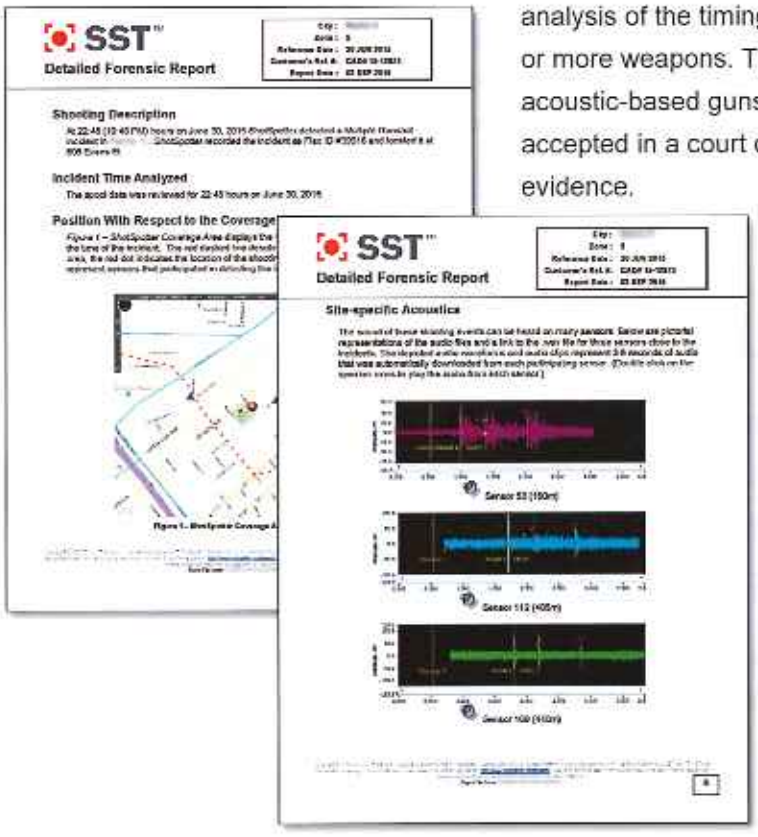
Each Notification Engine API license pack may be purchased for annual subscription fee of $9,500, which includes:

- Up to three (3) integrations or endpoints
- Establishing an instance of the API for the City on SST-hosted servers
- Consulting with the City of Columbia and third parties to ensure the API operates according to the specifications
- 24x7 alerts to up to three third party endpoints
- Supporting the third party and City as systems are upgraded

Additional API licenses may be purchased in packs of three (integrations or endpoints) for $9,500 per year.

v. Forensic Reports & Certified Expert Witness Services

ShotSpotter Flex data is also useful for detailed forensic analysis that helps reveal and clarify what actually occurred during a gunfire incident, including the identification of weapon type (i.e. automatic vs. semi-automatic), the number of rounds fired, the number of shooters involved, and the direction and speed of a shooter-in-motion for drive-by shootings. The audio clips also provide conclusive evidence to prosecutors to allow jurors to directly experience the incident and gain a more detailed firsthand awareness of what are often horrifying moments for the victims. In support of prosecutions, SST offers key members of its staff to provide expert witness testimony to help interpret and clarify crime scene activity derived from the system's data. In addition to predefined and customer-generated reports, ShotSpotter experts can create a detailed forensic report of any single gunfire incident. ShotSpotter detailed forensic reports have helped with many convictions and also to clarify what occurred during officer involved shootings. Nearly all of the criminal proceedings in which its experts have been called to testify, SST has been able to produce a detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.



In 11 states and in the District of Columbia, ShotSpotter evidence and SST expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA, NY, MO, NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.

Customer References

Minneapolis (MN) Police Department
350 South 5th Street, Room 130, Minneapolis, MN 55415-1389
Commander Scott Gerlicher (scott.gerlicher@minneapolismn.gov, 612.673.3522)
Coverage Area: 5 square miles (1 expansion)
2006 to Present

New York City (NY) Police Department
1 Police Plaza, New York, NY 10007
Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)
Coverage Area: 60 Square Miles (currently expanding to 69)
2015 to Present

Hartford (CT) Police Department
50 Jennings Road, Hartford, CT 06120
Sergeant Johnmichael O'Hare (oharj001@hartford.gov, 860.757.4178)
Coverage Area: 11.25 square miles (1 expansion)
2011 to Present

Kansas City (MO) Police Department
700 Minnesota Avenue, Kansas City, KS 66101
Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)
Coverage Area: 4.5 square miles
2012 to Present

Riviera Beach (FL) Police Department
600 West Blue Heron Blvd., Riviera Beach, FL 33404
Interim Chief Michael Madden (mmadden@rivierabch.com, 561.845.4128)
Coverage Area: 3 square miles (1 expansion)
2010 to Present

Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

Data Retention:

- SST provides seven (7) years of alert/incident history.
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
- High-level Summary and Basic Incident Reports
- Detailed Forensic Reports

SST Onboarding:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
    - Best Practices
    - Recommended Training, Tactics, and Procedures (TTPs)
    - End-user documentation
    - Administrator training
    - Online end-user training

Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, and expert witness services.

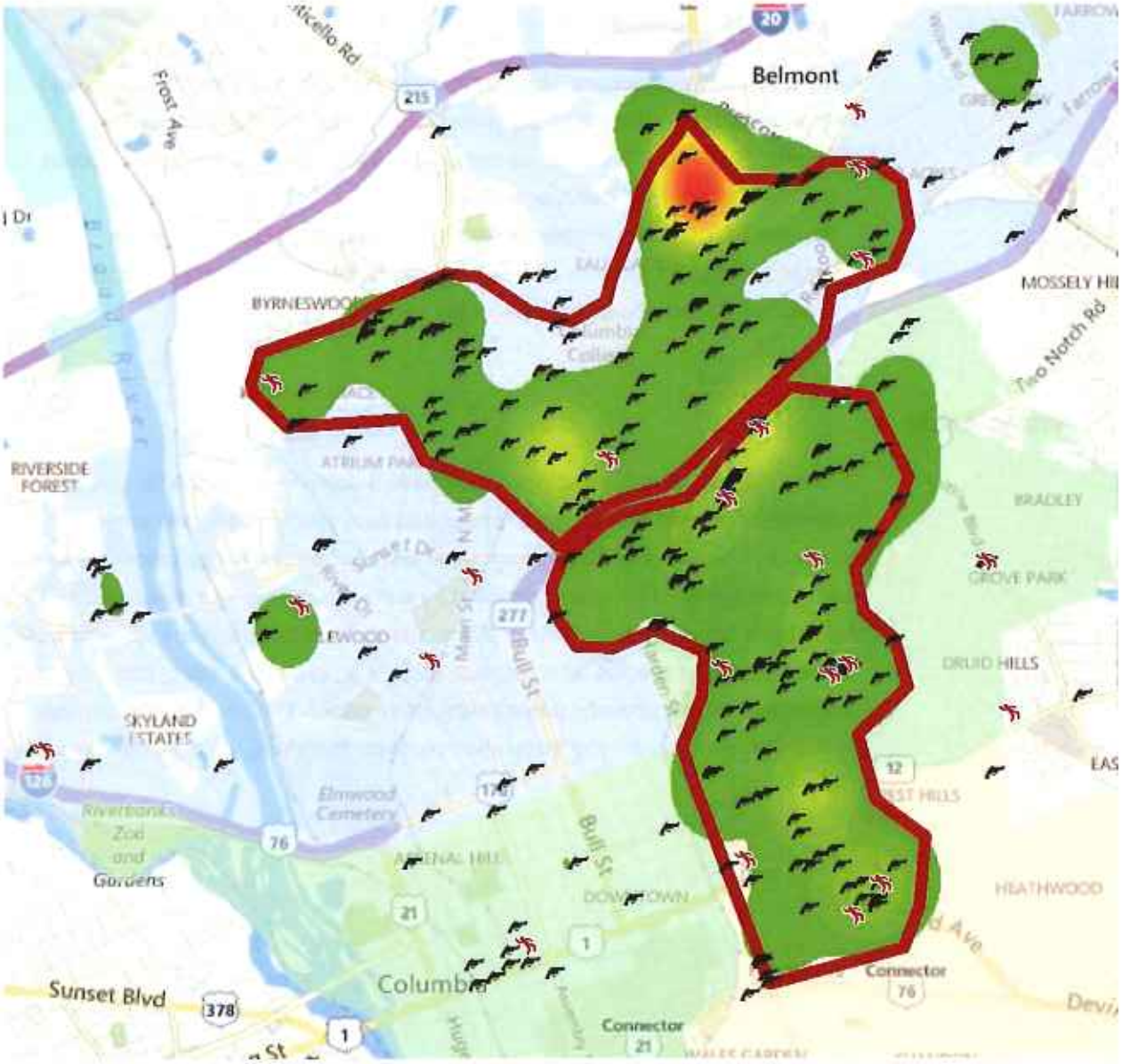
Customer Requirements:

- Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

Coverage Areas

ShotSpotter systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The areas to be covered are shown in the map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the recommended coverage area(s) and may not be exact. The precise sizes of each area (e.g., in square miles) can only be verified with actual acoustic propagation information. This verification can only be accomplished during the installation process; therefore, the shapes may vary.

ShotSpotter Flex
DETECT • PROTECT • CONNECT



Proposed ShotSpotter Coverage: NORTH = 3.0 mi², SOUTH = 3.0 mi²

Analysis

The heatmap (above) represents a density of "Shots Fired" and "Shooting" calls between January 1, 2014 and May 31, 2016, which total 4,347 city-wide (266 incident locations were unmatched). Additionally, there were 438 Gun-Related Aggravated Assaults and 22 Gun-Related Homicides during the same time frame.

The **NORTH** three (3.0) square mile coverage area above represents 1,298 "Shots Fired" calls (29.9% of the total). Additionally, there were 124 Gun-Related Aggravated Assaults (28.4% of the total) and 4 Gun-Related Homicides (18.2% of the total) which occurred in this area during the same time frame.

The **SOUTH** three (3.0) square mile coverage area above represents 1,255 "Shots Fired" calls (28.9% of the total). Additionally, there were 146 Gun-Related Aggravated Assaults (33.3% of the total) and 9 Gun-Related Homicides (40.9% of the total) which occurred in this area during the same time frame.

Pricing, Terms and Conditions

The following pricing is provided as a firm fixed price quotation, which remains valid for ninety days (through November 2, 2018).

This price quotation does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.

One-Time Service Startup Fees

Service Initiation fee for 6.0 square miles @ $10,000/mi^2	$ 60,000.00
SST Onboarding, Training, and Best Practices Support	$ 10,000.00
Total One-Time Fees	**$ 70,000.00**

Annual Subscription Fee

3.0 square mile coverage area @ $65,000/mi²/year (NORTH geographic area within red boundary)	$ 195,000.00
3.0 square mile coverage area @ $65,000/mi²/year (SOUTH geographic area within red boundary)	$ 195,000.00
Total Annual Fee	**$ 390,000.00**

Total Three-Year Subscription

One-Time Service Startup Fees	$ 70,000.00
Three-Year Subscription for 6.0 square miles	$ 1,170,000.00
DISCOUNT: Three-Year Contract Commitment	*- $ 60,000.00*
Grand Total Three-Year Subscription	**$ 1,180,000.00**

Optional API License

Notification Engine Interface License Pack • Recurring annual subscription fee • Includes up to three (3) integrations (endpoints) • Does not include 3rd party services or middleware • May be purchased separately at a later date	$ 9,500.00/yr

Payment Terms

Payment for service initiation and all subscription fees (excluding optional API license) shall be as follows:

- $200,000 due upon execution of agreement (50% of Year 1)
- $200,000 due upon ShotSpotter Flex™ "live" status (50% of Year 1)
- $390,000 due prior to first anniversary of "live" status (Year 2)
- $390,000 due prior to second anniversary of "live" status (Year 3)

Flex Service Agreement (See Attached Exhibit)

The attached ShotSpotter Flex Service Agreement ("Agreement") is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

Agreement

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ShotSpotter, Inc.	**City of Columbia, South Carolina**
By:	By:
(Authorized Signature)	(Authorized Signature)
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: **Teresa Wilson, City Manager** **DATE: 8/27/2018**
Skip Holbrook, Police Chief
Jeff Palen, Assistant City Manager/Chief Finance Officer
Jan Alonso, Finance Director

FROM: **Missy Caughman, Budget & Program Management Director** MAC

RE: **Funding for ShotSpotter**

The Police Department is requesting funding for the purchase of ShotSpotter Flex, a gun fire alert and analysis subscription service. The costs are broken down below:

One Time Service Startup Fee	$70,000
Annual Subscription ($390,000 per year for 3 years)	$1,170,000

The amount needed for year 1 is $400,000 which includes for the initial startup and 1 year of services after applying a discount of $60,000 for a 3 year subscription. The following funding sources are recommended for year 1:

General Fund - Council Directed Projects (entire balance)	$300,000
Police Department – projected savings	$100,000

Utilizing CPD savings is only recommended to accommodate the immediate implementation of first year start up. Going forward the annual subscription cost is $390,000 and will need to be added to future budgets.

The funding account will be Police Administrative Services 1012402 638200. Please let me know if you have any questions or if you need additional information.

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Contract Amendment # 4 for Project SS7348; Wastewater Engineer Support at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Atlantic South Consulting Services, LLC., in the amount of $210,000.00. This firm is located in North Charleston, SC.**

REQUISITION NO.: **R184105**

FINANCIAL IMPACT: **Funding Source: 5516205-SS7348-638305 and 5516208-SS7348-638305. The original budgeted amount is $210,000.00.**

ORIGINAL BUDGET: **$210,000.00**

CLEAN WATER 2020?: **No**

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

The above referenced Contract Amendment is the third extension of three (3) available to compensate the Engineer for providing wastewater engineering support in planning directing, monitoring and supervising the construction, renovation, operation, maintenance and administration of projects; as well as to perform other professional, technical and administrative work.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Atlantic South Consulting Wastewater Engineering Support at MWTP SS7348 (PDF)

Agreement for Engineering Services
Wastewater Engineering Support at the Metro Wastewater Treatment Plant
Project Number: SS7348

Atlantic South Consulting Services, LLC and City of Columbia, SC

Contract Amendment # 4

August 21, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Atlantic South Consulting Services, LLC (ENGINEER) dated August 18, 2015 (Agreement) to compensate ENGINEER for providing wastewater engineering support services for the Utilities and Engineering Department for SS7348.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$ 210,000.00
Previous Contract Amendments:	$ 444,000.00
This Amendment (addition):	$ 210,000.00
Revised Contract Price:	$ 864,000.00

Additional funds are to be provided in the following manner: 5516205-638305 and 5516208-638305

This Change is Acceptable:

Atlantic South Consulting Services, LLC:

Signature _____ (Please Print Name) ADRIAN L. WILLIAMS Date: 8-29-18

Title: PRESIDENT

City of Columbia:

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

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

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

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Atlantic South Consulting Services

CIVIL ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT

COST CHANGE AMENDMENT

May 03, 2018

Ms. Sandra Wright
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: WASTEWATER ENGINEER SUPPORT AT THE METRO WASTEWATER TREATMENT PLANT**
CIP NUMBER: SS7348

Dear Ms. Wright,

Under a previously executed City of Columbia contract for SS7348, Atlantic South Consulting Services provided services related to the Wastewater Engineering support for the Utilities and Engineering Department. The City Manager has requested our services to assist with the transitioning of the Utilities and Engineering Department under a newly created Assistant City Manager position. We will continue this and all other services outlined in the original contract dated August 18, 2015. As provisioned in the contract, the term could be extended for up to four one-year terms. The first extension of the contract occurred with Amendment 1, defining the term through the 2016-2017 fiscal year. The second extension of the contract occurrd with Amendment 4, defining the term through the 2017-2018 fiscal year. This Amendment 4 is the third extension and extends the term through June 30, 2019

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

Atlantic South Consulting Services appreciates the opportunity to provide this highly technical modification to the City of Columbia for the Wastewater Engineer Support at Metro Wastewater Treatment Plant project. If you should have any questions please feel free to contact me.

Sincerely,

Adrian L. Williams, PE

3660 West Montague Ave North Charleston, SC 29418 843-580-9010 www.atlanticsouthconsulting.com

Atlantic South Consulting Services

CIVIL ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT

COST CHANGE AMENDMENT DETAILS

Contract Amendment #4

WASTEWATER ENGINEER SUPPORT AT THE METRO WASTEWATER TREATMENT PLANT

CIP NUMBER: SS7348

I. SCOPE ADDITION/DELETION

In order to continue providing the City of Columbia's Department of Utilities and Engineering with engineering support, we will continue our efforts as outlilned in the task below. No additional task will be added to the project scope. All work will continue to focus on the scope as outlined. The following are detailed action plans within the Scope.

Scope

Atlantic South Consulting Services (ASCS) will provide technical assistance to the City of Columbia's Manager and Utilities and Engineering Department as stated below.

- Assist in planning, directing, monitoring and supervising the construction, renovation, operation, maintenance and administration of the City's Utilities and Engineering facilities and systems
- Perform professional civil engineering work on assigned projects
- Assist City Manager and Assistant City Manager as necessary in consulting services related to the operation and maintenance of the Utilities and Engineering Department.
- Work with and assist City Manager and city staff in implementing necessary programs as required by the transitions of the Utilities and Engineering Department into a separate department within the City of Columbia.
- Review staffing needs and compare with recommendations from recent GAP Study.
- Perform general administrative/clerical work as required, including but not limited to preparing reports and correspondence, attending meetings, entering and retrieving computer data, etc.

II. COMPENSATION

Maximum Compensation to ASCS for the additional services performed under this cost amendment shall not exceed Two Hundred Ten Thousand Dollars ($210,000).

The hourly rates are as follows:

- Project Principal - $180
- Project Manager (ASCS) - $150
- Project Support (ASCS) - $65
- Administrative (ASCS) - $45

1. The above rates include salary rates, fringe benefits, all expenses, overhead and profit.
2. Hourly rates shall be reviewed in June of each year by PM, and adjusted, subject to City's approval, to reflect the appropriate rates and charges for the next fiscal year beginning in July

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	Previously Invoiced	New Contract Value (Not-to-Exceed)
Task 1	Wastewater Engineering Support	$210,000	$420,000	$210,000	$508,748.95	$840,000
Task 2	Transitional Support	$0	$24,000	$0	$0	$24,000
Total Fee		**$210,000**	**$444,000**	**$210,000**	**$508,748.95**	**$864,000**

III. SCHEDULE

ASCS proposes to provide the above additional scope on a weekly basis through June 30, 2018. The estimated hours for this project will be 24 - 32 hours per week.

IV. SUBCONSULTANT FIRM INFORMATION

There are no subconsultants firms involved in this project.

We Are Columbia

MEETING DATE:	**September 4, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Change Order# 7 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a Local Business Enterprise in the amount of $240,292.85. This firm is located in Columbia, SC.**
REQUISITION NO.:	**P154423**
FINANCIAL IMPACT:	**Funding Source: 5529999-SS7253-658650 SS7253 - Columbia Metro WWTP Anaerobic Digester Rehabilitation Project. The original budgeted amount for this change order is $240,292.85.**
ORIGINAL BUDGET:	**$240,292.85**
BUSINESS PROGRAM:	**Subcontracting Outreach Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

This change order is a request for additional project work that includes the following: demolition of existing fuel tanks/structures/piping, digesters 3-4-5 leaking crack repair by chemical grout injection, hot water supply & return piping modifications at head house No.3, additional carbon monoxide (CO) gas detector for boiler building, additional work related to hot water boilers, digester 3-4-5 double wythe masonry repairs, sludge line sample ports, deduction to correct calculation error from previous change order No.6, and 14 additional work days.

The original budgeted amount for this project is $23,799,115.00. The current contract amount is $21,984,884.80 that includes a $1,000,000.00 project contingency that has been utilized in full from previous change orders, along with a $62,484.80 increase from the previous change order.

With approval of this change order (CO# 7) for $240,292.85, the revised contract amount will be $22,225,177.65.

The original contract has sub-contractor services provided at $5,860,677.00 (32%) of the contract value.

ATTACHMENTS:

- **#a:** Change Order with M. B. Kahn Construction SS72... (PDF)
- #b: Anaerobic Digester Rehabilitation Project Map (PDF)

CITY OF COLUMBIA
PURCHASING DIVISION
***For Internal Use Only

PO Change/Modification Order Form

We Are Columbia

Contract Number:	
Procurement Officer:	
Phone:	803.545.3470
E-Mail Address:	
Address:	1136 Washington St., 4th Floor
	Columbia, SC 29201

Form must be completed for all requested changes/modifications greater than $100.00.

Routing Date: 8/8/18

DESCRIPTION: SS 7253 Change Order #7

DEPARTMENT NAME AND REQUESTOR: Construction Management

CONTRACTOR'S NAME AND ADDRESS: MB Kahn

PURCHASE ORDER NUMBER (if applicable): P154423 CHANGE ORDER # 7

TYPE OF CHANGE (check all applicable boxes):

- ☐ Purchase Order Increase
- ☐ Purchase Order Decrease
- ☑ Change to Contract Scope of Work
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

Brief Explanation/Justification: See Attached

Requested Amount of Increase/Decrease: $240,292.85 Current PO amount/total: $21,984,884.80

Accounting Information on Original PO: ORG 5529999 OBJ 558650 (Required)

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

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

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department ($100.01 - $5,000):
Recommended for Approval: Donald Higgins (Signature) 8/13/18 (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: (Signature) 8/15/18 (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval : City Manager Approval Needed: (Yes) or No
Recommended for Approval: for Purchasing Agent (Signature) 8/21/2018 (Date)

City Manager Approval:
Recommended for Approval: (Signature) (Date)

APPROVED AS TO FORM
Legal Department City of Columbia, SC

All change orders over $50,000.01 must be approved by City Council Date approved City Council

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

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.

Hazen and Sawyer
498 Seventh Avenue, 11th Floor
New York, NY 10018 • 212.539.7000

July 30, 2018

Mr. Lawrence Westbury
Construction Administrator, City of Columbia
1136 Washington Street
5th Floor Constr. Management Office
Columbia, SC 29217

Re: Cost Proposal Package No. 7
SS7253 - Metro WWTP Improvements Anaerobic Digester Rehabilitation
H&S # 31059-016

Dear Mr. Westbury:

Changes have been proposed to the Anaerobic Digester Rehabilitation Contract. Hazen has reviewed the backup submitted by MB Kahn Construction and finds them acceptable.

The changes include:

- COP No. 11 – Demolition of Existing Fuel Tanks/Structures/Piping (RFP 4)
- COP No. 50 – Digester 3-4-5 Leaking Crack Repair by Chemical Grout Injection
- COP No. 51 – Hot Water Supply & Return Piping Modifications at Head House No. 3
- COP No. 52 – Additional CO Gas Detector for Boiler Building (RFI 60)
- COP No. 53 – Additional Work Related to Hot Water Boilers
- COP No. 54 – Digester 3-4-5 Double Wythe Masonry Repairs
- COP No. 55 – Sludge Line Sample Ports
- Deduction to correct calculation error from previous Change Order No.6

Total days added are 14.

Please note that due to exhausting the original contingency budget, these changes will result in the contract value being increased by $240,292.85.

If you have any questions, please contact me at (704) 357-3150.

Very truly yours,

Tony Greiner, PE, CCM
Associate Vice President
Enclosure

cc: M. Bridwell – Hazen
D. Wagoner – CW 2020 File

We Are Columbia

CIP #SS7253

Metro WWTP Improvements
Anaerobic Digester
Rehabilitation

Change Order #7

July 31, 2018

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and MB Kahn Construction Co., Inc. (Contractor) is requested in order to correct the contract.

- COP No. 011 – Demolition of Existing Fuel Tanks/Structures/Piping (RFP 4) - $103,289.24
- COP No. 050 – Digester 3-4-5 Leaking Crack Repair by Chemical Grout Injection - $20,681.45
- COP No. 051 – Hot Water Supply & Return Piping Modifications at Head House No. 3 - $22,982.68
- COP No. 052 – Additional CO Gas Detector for Boiler Building (RFI 60) - $4,450.28
- COP No. 053 – Additional Work Related to the Hot Water Boilers - $34,340.27
- COP No. 054 – Digester 3-4-5 Double Wythe Masonry Repairs - $44,999.75
- COP No. 055 – Sludge Line Sample Ports - $9,552.18
- Deduction to correct calculation error from previous Change Order No.6 ($3.00)

Reason for Change:

Demolition of Existing Fuel Tanks/Structures/Piping (RFP 4)
During construction, the client requested the demolition of existing fuel tanks, structures and piping located North of Head House No. 3 and between the DAF Building and Digester No. 1. Reference Attachment No. 1 for a financial breakdown and supporting documentation.

Digester 3-4-5 Leaking Crack Repair by Chemical Grout Injection
During construction, it was discovered there were pre-existing leaks in the walls of Digesters 3, 4 and 5 that were outside of the area covered by the Interior Coatings work. Due to the inability to quantify the length of cracks being repaired, a daily rate unit price was used. The work took a total of 9 days to complete. Reference Attachment No. 2 for a financial breakdown and supporting documentation.

Hot Water Supply & Return Piping Modifications at Head House No. 3

During construction of the Hot Water Supply & Return Piping, a re-alignment of the buried piping was required to facilitate installation around Headhouse No. 3. Reference Attachment No. 3 for a financial breakdown and supporting documentation.

Additional CO Gas Detector for Boiler Building (RFI 60)

After discussions with plant operations and the Engineer, it was decided new Carbon Monoxide and Methane gas detection sensors were desired in the Boiler Building. Reference Attachment No. 4 for a financial breakdown and supporting documentation.

Additional Work Related to the Hot Water Boilers

During construction of the Boilers, it was discovered additional conduit, wire, vent lines, and ceiling penetrations were needed. These additions were identified during the submittal and shop drawing review due to inadequate drawings from the boiler manufacturer. Reference Attachment No. 5 for a financial breakdown and supporting documentation.

Digester 3-4-5 Double Wythe Masonry Repairs

During construction it was discovered there were leaks in Digesters 3, 4 and 5. Forensic discovery of the cracks involved removing the double wythe layer of brick on the outside of the digesters. A square footage cost was developed for the removal and repairs to the masonry. Reference Attachment No. 6 for a financial breakdown and supporting documentation.

Sludge Line Sample Ports

Following a operations discussion between Hazen and Plant Operations Management, it was decided to add various sludge sample ports throughout the digestion process to allow for more accurate analysis of the Digesters' performance. Reference Attachment No. 7 for a financial breakdown and supporting documentation.

Total Cost for these changes = $240,292.85

Owner's Contingency Allowance

Original Allowance Total:	$ 1,000,000.00
Previous change orders:	$ 1,000,000.00
This change (reduction):	$ 0
Revised Owner's Contingency Allowance:	$ 0

Proposed Change and Basis for Payment

Original contract price:	$ 21,922,400.00
Previous change orders:	$ 62,484.80
This change:	$ 240,292.85
Revised contract price:	$ 22,225,177.65

Contractual Completion Dates:

Contract Start Date: 8/31/2015
Interim Completion Date: 5/2/2018
Substantial Completion Date: 3/18/2019
Final Completion Date: 4/8/2019

Calendar Days added this Change: 14 days

Revised Interim Completion Date: 5/16/2018
Revised Substantial Completion Date: 4/1/2019
Revised Final Completion Date: 4/22/2019

This Change is Acceptable:

Michael Joseph — By: Kyle Benson

MB Kahn Construction Co., Inc. — Title: PROJECT MANAGER

City of Columbia

Recommended for Approval: _____ Construction Administrator
Lawrence Westbury

Recommended for Approval: _____ Senior
Sam Catoe Construction Administrator

Recommended for Approval: _____ Assistant City Engineer/
Michael F. Sheu, P.E. Construction Management

Attachments

CIP # SS7253
Change Order #7



Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

PIA: April 12, 2018
CW2020_Master\Production_Maps\ProjectLocation_Maps\Metro WWTP

Sewer Manholes
Sewer Pressurized Mains
Sewer Gravity Mains

N

1 inch = 350 feet

0 175 350 525 Feet

Waste Water Treatment Plant

Prepared For:

We Are Columbia

MEETING DATE:	**September 4, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Project WM4347; Water Main Construction along Donna Drive, Hodges Street, and Walton Road and Water Service Replacement along Denny Road, as requested by Columbia Water. Award to G.H. Smith Construction, Inc., in an amount not to exceed $637,556.70. This firm is located in Columbia, SC.**
PURPOSE:	**This is a Mentor Protégé Program Project. Lake Murray Utility Co., Inc. of Lexington, SC is the Protégé and will be performing at 20% ($117,919.40) of the project.** **The following sub-consultants will provide additional services:** **Fortiline Waterworks of Columbia, SC will provide pipe and fittings services at 13% ($75,000) of the contract value.** **Capital Concrete of Lexington, SC will provide flowable fill and concrete services at 4% ($25,000) of the contract value.** **Lane Construction of West Columbia, SC will provide asphalt services at 4% ($25,000) of the contract value.**
REQUISITION NO.:	**R188558**
FINANCIAL IMPACT:	**Funding Source: 5529999-WM43470-658650. The original budgeted amount is $637,556.70.**
ORIGINAL BUDGET:	**$637,556.70**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

There were three (3) responsive and responsible bids were received for this project.

The total construction time allocated for this project is one hundred twenty (120) days after the Notice to Proceed is issued.

Base Bid	$ 579,597.00
Contingency 10%	$ 57,959.70
Total (Not to Exceed)	$ 637,556.70

ATTACHMENTS:

- **#a:** Signed Contract #046-17-18-BF (PDF)
- #b: Bid Tabulation 046-17-18-BF(PDF)
- #c: WM4347 - Memo BIR Implementation plan (PDF)
- #d: RE 046-17-18-BF (WM4347) Engineer Recommendation (MSG)
- #e: WM4347 - Donna Drive and Walton Street-Complete (PDF)

CONTRACT

City of Columbia, South Carolina

WM4347

Water Main Construction along Donna Dr., Hodges St., and Walton Rd. Water Service Replacement along Denny Rd.
Bid #046-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **G.H. Smith Construction, Inc.** with legal address and principal place of business at **430 Shuler Court, Columbia, SC 29212**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified in the Base and Optional Bid as indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Five Hundred Seventy-Nine Thousand Five Hundred Ninety-Seven Dollars and Zero Cents ($579,597.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents ($250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15"General Specifications", Part 16 "Specifications for Water Distribution System, Materials and Construction", Part 20 Specifications for Sodding, Fertilizing and Seeding", "the Mentor Protégé Program (MPP) and "the Local Business Enterprise (LBE) Project.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents)

9.2.9 Drawings, numbered **1** through **10**, inclusive and dated **1/24/17**.

9.2.10 Addenda numbers __ to ____, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this

Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20___.

Contractor
G.H. Smith Construction, Inc.

BY _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

430 Shuler Court

Columbia, SC 29212

_____

Date: _____

Owner
City of Columbia, SC

BY _____

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

Event Number	BID 046-17-18-BF Addendum 2	**Organization**	City of Columbia, SC
Event Title	Water Main Construction and Water Servic	**Workgroup**	Purchasing
Event Description	Bid Extension and Revised Bid Form	**Event Owner**	Brenda Faison
Event Type	IFBs	**Email**	blfaison@columbiasc.net
Issue Date	5/29/2018 12:03:19 PM (ET)	**Phone**	
Close Date	6/28/2018 02:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
G H Smith Construction, Inc	Columbia	SC	6/28/2018 09:57:16 AM (ET)	1	$579,597.00
Carolina Tap & Bore, Inc.	West Columbia	SC	6/28/2018 09:46:30 AM (ET)	1	$625,068.00
Stutts & Williams, LLC	Lexington	SC	6/28/2018 12:24:53 PM (ET)	1	$751,825.00

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

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
Juliet Nelly, Program Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: July 2, 2018

PROJECT: BID #46-17-18-BF

Bids for this project were opened publicly at 1:30 p.m., June 28, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the MPP and LBE Program. The apparent *responsive* low bidder is GH Smith Construction, Inc. at base bid **$589,597.00**

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

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

Thank You.

Review Approved: Juliet M Nelly **DATE:** 7/9/2018
Juliet Nelly Compliance Specialist

Bid No. 046-17-18-BF Water Main Construction & Water Main replacement at Various locations
WM4347

Business Information Records

A MANDATORY FORM

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

Business w/ Address	Contact w/Phone	Services / Materials	$ Value and % * * *	SOP IF APPLICABLE DBE, DVBE, OBE	MPP IF APPLICABLE MBE, WBE, SBE CDBE
Fortiline Waterworks Columbia SC	Hayne McCall 803-467-3909	Pipe/fittings/ Material Supplier 7/9	$75,000.00 12 %		
Capital Concrete Lexington, SC	Davy Kelly 803-808-0825	Flow fill/concrete Material Supplier 7/9	$25,000.00 4 %		
Lane Construction W Cola., SC	Trent Barrack 803-543-7283	Asphalt Material Supplier 7/9	$25,000.00 4 %		

TOTAL: $ 125,000.00

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

Business Name GH Smith Construction, Inc

Representative Name / Title Scott H Smith, Pres.

Date: 6-28-18

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: JUNE 20, 2018

Project Number: WM4347

Mentor: GH Smith Construction, Inc

Project Name: 8" & 6" WM Donna Dr

Protégé: Lake Murray Utility Co Inc

Duration of the Project: 120 days

Project Contract Amount: $89,597.40

Protégé Amount: $17,919.48

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.*

Jerry Smith, Project Manager, will coordinate with Jennings Parker of LMU to handle the service renewals on this project. They will communicate daily and arrange material delivery and equipment needed to handle their part.

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.*

Both companies are finishing pretty large projects, not for the city, we are eager to work together on another MPP before we have to start with another partner. Both companies are ready to line up new work for the next few months. This will be a good project to keep things going--hope we can get one more MPP done before the expiration in October of this year.

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.*

We feel like our time working together has prepared our protege to be fully capable of being a Mentor, but they do not meet the gross revenue goals. They have done well on their own in the last year especially. This last year has been one of the best for them--working in very tough conditions on a project on North Main street but it has gone very well and they may come close to meeting the financial goals for Mentorship. Jennings Parker works very hard.

We Are Columbia

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

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:

We will handle all bonding and paperwork and oversee project on site--order all materials and coordinate equipment

Protégé:

They will provide manpower and equipment to do their part on the service renewals

Subcontractors:

None

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Oversight, safety, material ordering, equipment coordination, pipe work, asphalt.

b. Description of Protégé's responsibilities on project:

Service renewals, coordination of equipment and labor forces.

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

Overall safety and daily cleanup so that area residents are not inconvenienced.

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

We will probably be on site at the same time throughout the project.

CITY OF COLUMBIA

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

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

We will work together on site as well as coordination between office managers, Karen Winslow and Cheryl Gootee.

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

To complete the project in a timely manner and as always to the City's satisfaction without disrupting the area residents as little as possible.

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

Weekly communication between Jerry Smith and Jennings Parker. Office managers will coordinate several times per month regarding materials and pay requests.

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

Protege will submit their completed work to us by the end of the month to prepare the pay application for inspector reveiw. As soon as we are paid by the City we will submit payment to the protege less 10% retainage until the end of the project.

CITY OF COLUMBIA

We Are Columbia

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

Materials are not included below. jmm 7/9/18
Materials are included on Business Information on Record.

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
none						

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: $ 117,919.40

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

CITY OF COLUMBIA

We Are Columbia

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by GH Smith Const. Inc (Mentor Firm) this 5th day of June 2018.
Corporate SEAL

By: _____
Title: President

ATTEST:
By: _____
Title: Assist. Sec.

EXECUTED by Lake Murray Util, Co (Protégé Firm) this 5th day of June, 2018.
Corporate SEAL
By: K. Glenn Parker
Title: President

ATTEST:
By: Cheryl K. Godfree
Title: office manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 9 day of July, 2018.

By: Juliet Nelly
Title: Compliance Specialist

Daniels, Schinikia N (Niki)

From: Gable, Bennie L
Sent: Wednesday, July 18, 2018 10:15 AM
To: Faison, Brenda L; Bolling, Andrea R
Cc: Porth, Gary B
Subject: RE: 046-17-18-BF (WM4347) Bid Analysis

Brenda,

Based on the information provided, GH Smith Construction, Inc. is the apparent low bidder. Please advise if you need any additional information.

Bennie Gable
Civil Engineer Specialist

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
BLGable@ColumbiaSC.Net
Phone: (803) 545-4897
Cell: (803) 528-7894
Fax: (803) 988-8199

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Tuesday, July 17, 2018 8:39 AM
To: Gable, Bennie L; Bolling, Andrea R
Cc: Porth, Gary B
Subject: 046-17-18-BF (WM4347) Bid Analysis
Importance: High

Good morning,

Attached is the corrected Bid Analysis for BID# 046-17-18-BF Water Main Construction along Donna Rd, Hodges St., and Walton Rd, and Water Service Repair along Denny Road for your review and approval. The apparent low responsive bidder was GH Smith Construction, Inc., at $579,597.00. The contingency amount at 10% is $57,959.70 which brings the total bid amount at **$637,556.70**.

Thanks
Brenda

Brenda Faison
Bid Coordinator
Department of Procurement & Contracts
1800 Main St., 2nd FL 210
Columbia, SC 29201
(803) 545-3474 Office
(803) 758-1013 Fax
blfaison@columbiasc.net

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION

NEW 8" AND 6" WATER MAIN CONSTRUCTION ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND WATER SERVICE REPLACEMENTS ALONG DENNY RD

CIP PROJECT:

WM4347

We Are Columbia

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CITY OF COLUMBIA

CITY MANAGER
TERESA B. WILSON

DIRECTOR OF ENGINEERING
JOSEPH D. JACO, P.E.

CITY ENGINEER
DANA R. HIGGINS, P.E.

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HOWARD DUVALL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RICKENMANN

MAYOR
STEPHEN K. BENJAMIN

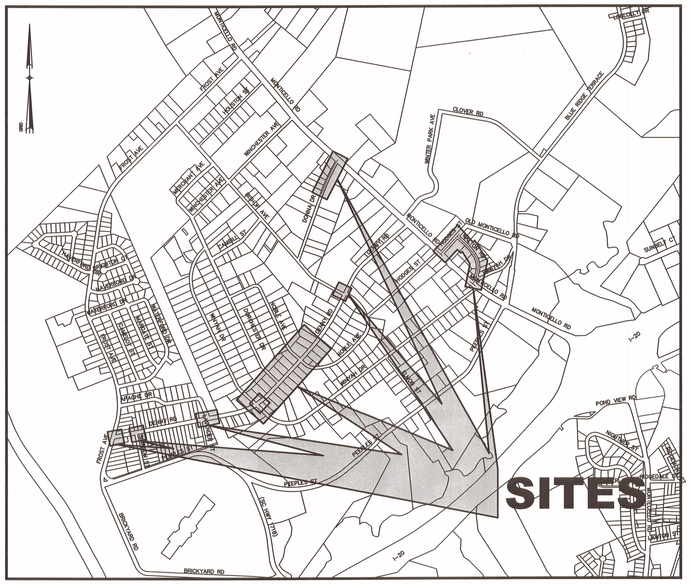
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DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	01/24/17
SHEET NO:	1 OF 10

CIP PROJECT: WM4347

M:\UTIL&ENG\ENGINEERING\PROJECTS\WATER\WM4347 - DONNA DRIVE AND WALTON STREET\CAD\WM4347 - DONNA DRIVE AND WALTON STREET.DWG ---- 04/28/2017 14:36:22 GABLE, BENNIE L.
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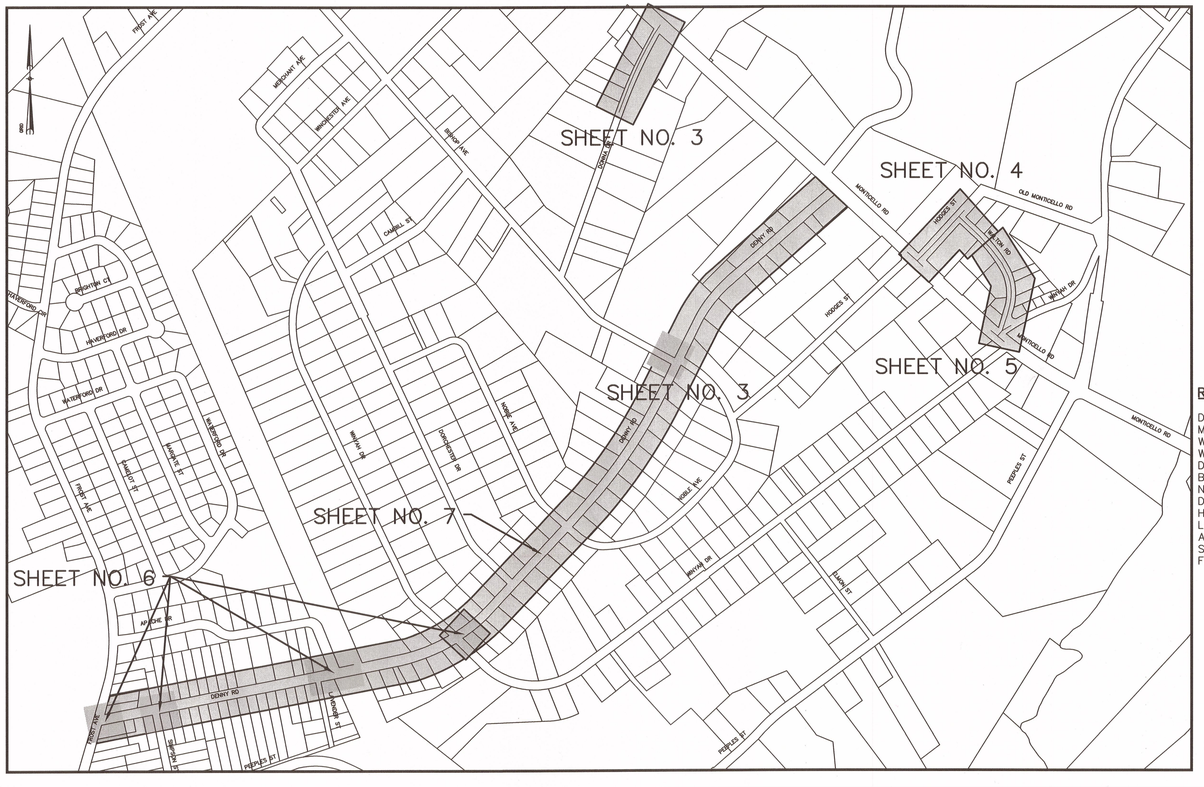
VICINITY MAP

SCALE: 1 = 2000'



SHEET LAYOUT

SCALE: 1 = 400'



ROAD LIST

DONNA DR
MONTICELLO RD
WALTON RD
WINYAH DR
DENNY RD
BISHOP AVE
NOBLE AVE
DORCHESTER DR
HODGES ST
LAVENDER ST
APACHE DR
SIMPSON ST
FROST AVE

GENERAL NOTES:

1. ALL RIGHT-OF-WAYS, PROPERTY LINES, ETC., ARE APPROXIMATE. NO PROPERTY SURVEY HAS BEEN PERFORMED.
2. LOCATION OF ALL UTILITIES ARE APPROXIMATE. CONTRACTOR IS TO FIELD DETERMINE THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES. FOR SPECIFIC LOCATION OF UTILITIES, CALL PALMETTO UTILITY PROTECTION SERVICE @ 1-888-721-7877 AT LEAST 72 HOURS BEFORE DIGGING. CONTRACTOR SHALL VERIFY DEPTHS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL PROPERTIES DISTURBED DURING, OR AS A RESULT OF CONSTRUCTION, SHALL BE RESTORED TO THEIR PRE-EXISTING OR BETTER CONDITION.
4. INSTALLATION OF ALL PIPES AND STORM DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH SCDOT SPECIFICATIONS, LATEST ED., CITY OF COLUMBIA STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.
5. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS, IN WRITING, AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO ANY INCONVENIENCE OR DISRUPTION OF SERVICES AS A RESULT OF CONSTRUCTION.
6. THE CONTRACTOR SHALL FULLY COMPLY WITH THE CITY OF COLUMBIA SEDIMENT AND EROSION CONTROL ORDINANCE AND RICHLAND COUNTY'S LAND DEVELOPMENT PERMIT.
7. ALL EXISTING WATER SERVICES SHALL REMAIN UNINTERRUPTED DURING CONSTRUCTION BY INSTALLING BYPASS LINES, IF NECESSARY, AT NO ADDITIONAL COST. ALL BYPASS LINES SHOULD ACCOUNT FOR EQUAL OR BETTER FLOWS, PRESSURE, AND WATER QUALITY.
8. TRENCH CUTS 3' OR LESS FROM THE EDGE OF PAVEMENT, OR ALONG, OR ACROSS ROADWAYS SHALL BE BACKFILLED, COMPACTED, AND TESTED AS INDICATED ON THE PLANS AND SPECIFICATIONS..
9. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING NEW WATER SERVICES TO ALL METERS, THAT ARE ADJACENT TO THE NEW WATER MAIN (BOTH SIDES OF THE STREET). SERVICES WHICH CROSS PAVED STREETS ARE TO BE INSTALLED BY DRY BORE UNLESS NOTED OTHERWISE. ALL SERVICE SHALL BE RECONNECTED TO EXISTING METERS UNDER THE SUPERVISION OF CITY OF COLUMBIA PERSONAL.
10. PIPE IS TO BE DEFLECTED IN THE FIELD TO ACCOMMODATE THE PROPOSED ROUTE BOTH HORIZONTALLY AND VERTICALLY TO MAINTAIN A MINIMUM COVER AND CLEARANCES. ALL BENDS TO BE MADE BY DEFLECTIONS UNLESS OTHERWISE NOTED. THE DEFLECTION AT INSTALLATION SHALL NOT EXCEED HALF OF THE MAXIMUM RECOMMENDED DEFLECTION PER JOINT OF PIPE AS SPECIFIED BY THE MANUFACTURER.
11. ALL LINES DESIGNATED TO BE ABANDONED WILL BE DONE ONLY AFTER NEW WATER MAIN AND SERVICE CONNECTIONS ARE INSTALLED, APPROVED AND IN USE. ABANDON EXISTING WATER MAIN BY CUTTING AND CAPPING AND FILLING WITH FLOWABLE FILL UNLESS NOTED OTHERWISE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PAVEMENT, DRIVEWAYS, SIDEWALKS, CURBS, ETC., THAT MUST BE CUT OR ARE DAMAGED DURING OR AS A RESULT OF CONSTRUCTION. ALL OPEN CUT DRIVEWAYS AND/OR CURBING SHALL BE REMOVED AND REPLACED TO MATCH EXISTING THICKNESS, GRADE, AND MATERIAL OR AS SPECIFIED BY THE ENGINEER. ALL ROAD REPAIRS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF SCDOT SPECIFICATIONS.
13. WHERE THE PROPOSED WATER MAIN CROSSES CONCRETE DRIVES A MINIMUM OF 6' FROM THE EXPANSION JOINT, REMOVE AND REPLACE FROM THE EDGE OF TRENCH TO THE ROAD BY SAW CUTTING THE CONCRETE. WHERE THE TRENCH CUT IS LESS THAN 6' FROM THE EXPANSION JOINT, REMOVE AND REPLACE THE WHOLE SECTION OF CONCRETE TO THE FIRST EXPANSION JOINT. WHERE THERE ARE CRACKS IN THE CONCRETE DRIVE, SAW CUT A STRAIGHT EDGE BEYOND THE CRACK, REMOVE AND REPLACE FROM THE SAW CUT.
14. WHEN INSTALLING DUCTILE IRON PIPE, ALL FITTINGS, AND VALVES ARE TO BE INSTALLED WITH RETAINING GLANDS MEGALUGS OR APPROVED EQUAL IN ADDITION TO CONCRETE THRUST BLOCKS.
15. THE CONTRACTOR SHALL FULLY COMPLY WITH SCDOT ENCROACHMENT PERMIT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANY OR OWNER AS APPLICABLE TO STABILIZE LIGHT POLES AND POWER POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE WORK.
17. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM: NAVD 88 VERTICAL CONTROL AND NAD 83 HORIZONTAL CONTROL.
18. PAVEMENT STRIPING IS NOT SHOWN FOR CLARITY. ANY PAVEMENT STRIPING DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

LEGEND

EXISTING WATER MAIN	OVERHEAD ELECTRICAL
PROPOSED WATER MAIN	POWER/UTILITY POLE, GUY WIRE
EXISTING / PROPOSED WATER METER	LIGHT POLE, LAMP POST
EXISTING / PROPOSED WATER VALVE	EXISTING GAS MAIN
EXISTING / PROPOSED FIRE HYDRANT	GAS VALVE
EXISTING PLUG	RIGHT-OF-WAY LINE
EXISTING SEWER CLEANOUT	PROPERTY LINE
EXISTING SEWER MANHOLE	CURB AND GUTTER
EXISTING STORM DRAIN	EDGE OF PAVEMENT
EXISTING STORM DRAIN MANHOLE	CENTER LINE
EXISTING STORM DRAIN JUNCTION BOX	CONCRETE
EXISTING STORM DRAIN CATCH BASIN	STREET SIGN, TRAFFIC
EXISTING STORM DRAIN DROP INLET	X X X FENCE
SILT FENCING, INLET PROTECTION	RETAINING WALL
R/W MONUMENT	BUSH LINE, BUSH
230 EXISTING CONTOURS	TREE LINE, MISC. TREE
231 PROPOSED CONTOURS	CEDAR, CHERRY CREPE-MYRTLE
EXISTING GRADE, FINISH GRADE	DOGWOOD, ELM, HICKORY, MAGNOLIA
MAILBOX	MAPLE, OAK, PALMETTO
	PINE, TREE REMOVAL

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

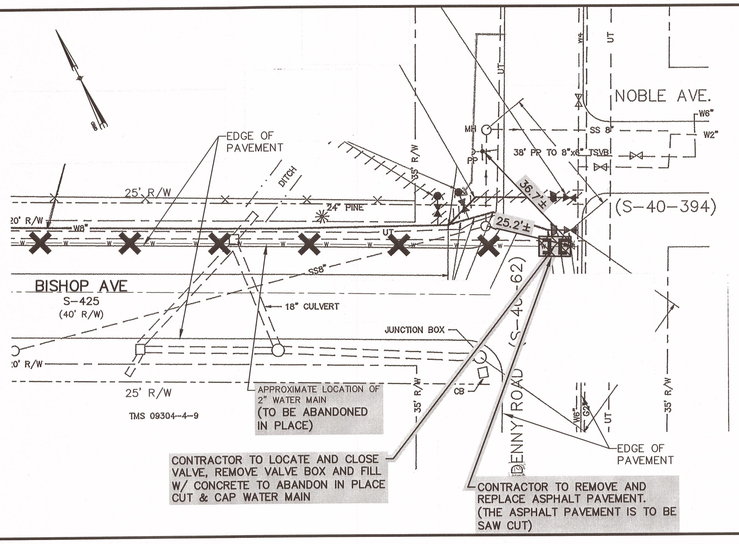
NO.	DATE	INITIALS	REVISION DESCRIPTION
1	12/6/17	BLG	CORRECTIONS MADE PER EMAIL DATED 12-4-2017

PROJECT TITLE:
NEW 8" AND 6" WATER MAIN CONSTRUCTION
ALONG DONNA DR, HODGES ST
& WALTON RD
CUT & CAPS AND
WATER SERVICE REPLACEMENTS
ALONG DENNY RD

SHEET TITLE:
VICINITY MAP,
LEGEND, &
GENERAL NOTES

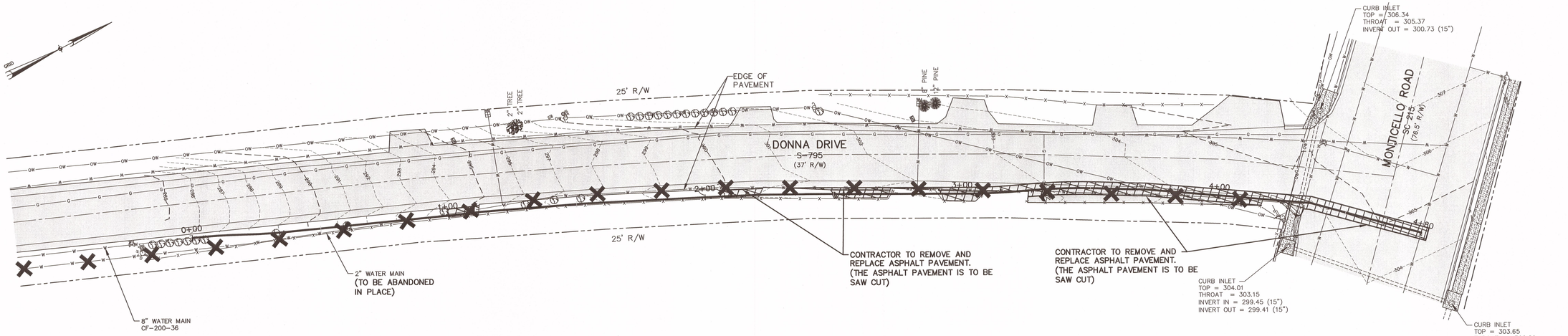
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DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347

SHEET NO:
2 OF 10



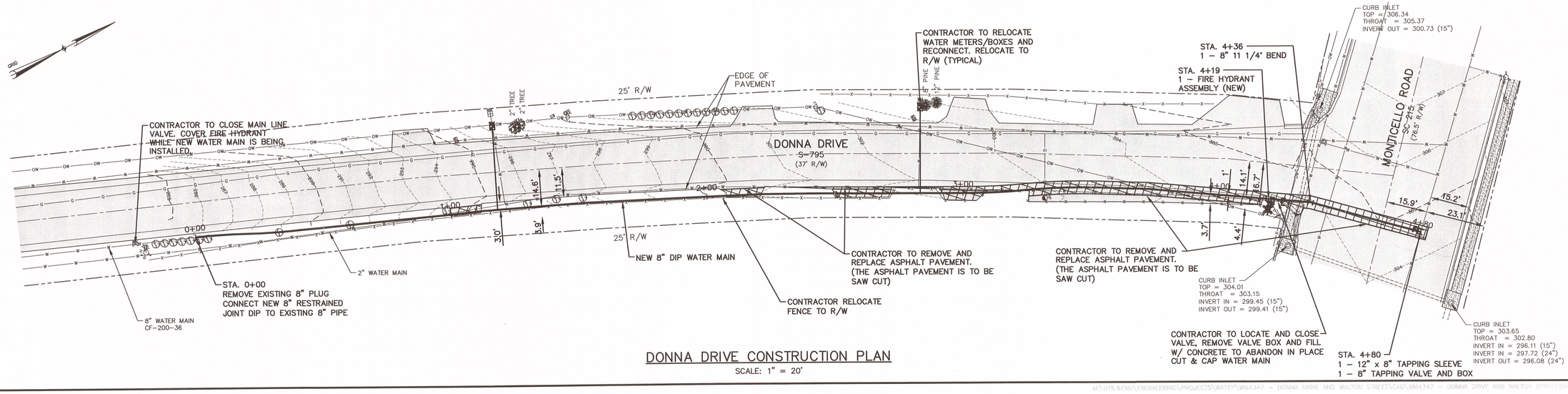
CUT AND CAP NOTES:

1. CUT ALL ABANDON WATER MAINS 6" AND LARGER. FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
2. CUT AND CAP ALL ABANDON WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE.



DONNA DRIVE DEMOLITION PLAN

SCALE: 1" = 20'



DONNA DRIVE CONSTRUCTION PLAN

SCALE: 1" = 20'

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL No. 19071 REGISTERED 04/15/1998 DANA R. HIGH

CITY ENGINEER

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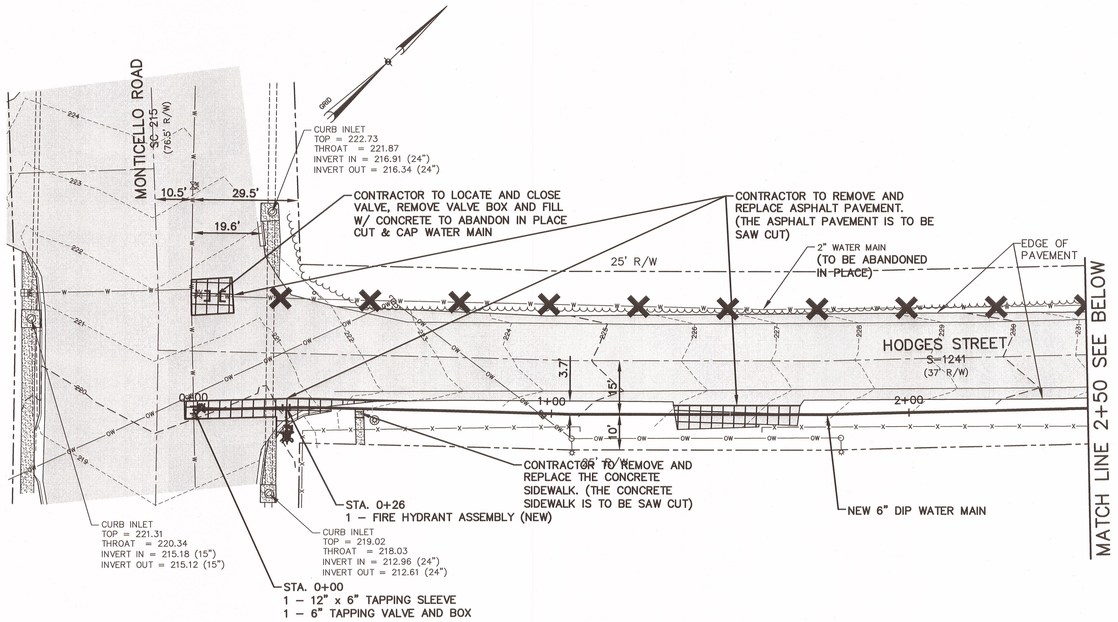
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NEW 8" AND 6" WATER MAIN CONSTRUCTION
ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND WATER SERVICE REPLACEMENTS ALONG DENNY RD

SHEET TITLE:
DONNA DRIVE
NEW 8" WATER MAIN

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DRAWN BY:	BLG
BOOK NO:	N/A
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PROJECT NO:	WM4347

SHEET NO:
3 OF 10

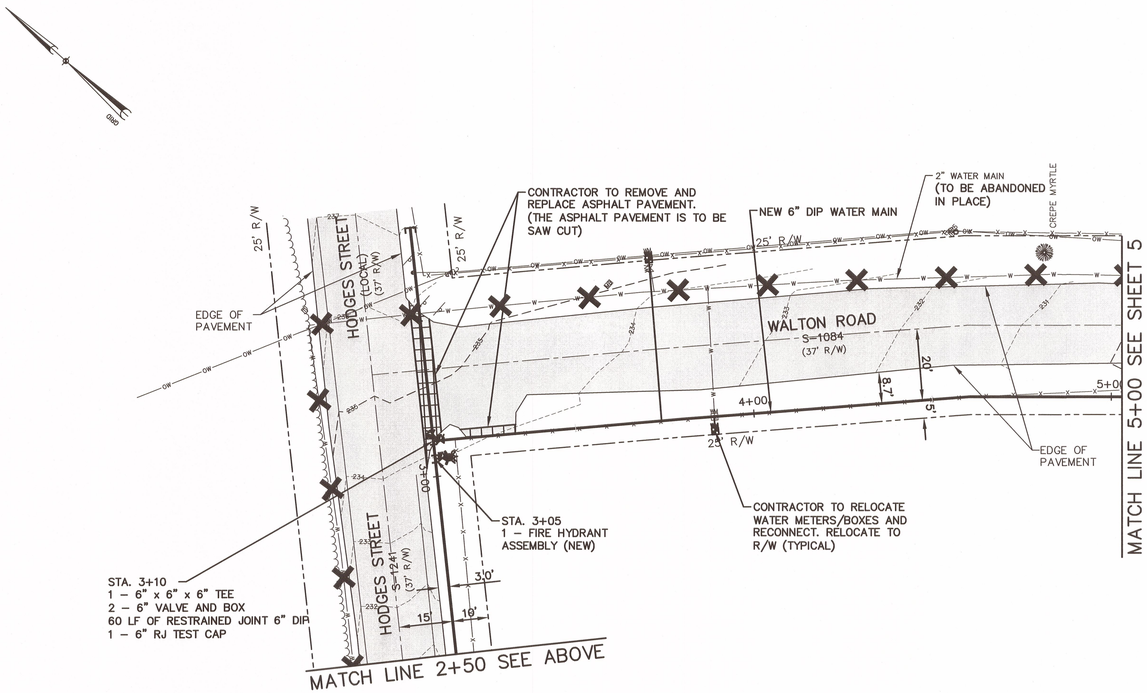
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CUT AND CAP NOTES:

1. CUT ALL ABANDON WATER MAINS 6" AND LARGER. FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.

2. CUT AND CAP ALL ABANDON WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE.



HODGES STREET & WALTON ROAD PLAN

SCALE: 1" = 20'

GRAPHIC SCALE

20 10 0 20

(IN FEET)
1 inch = 20 ft.

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

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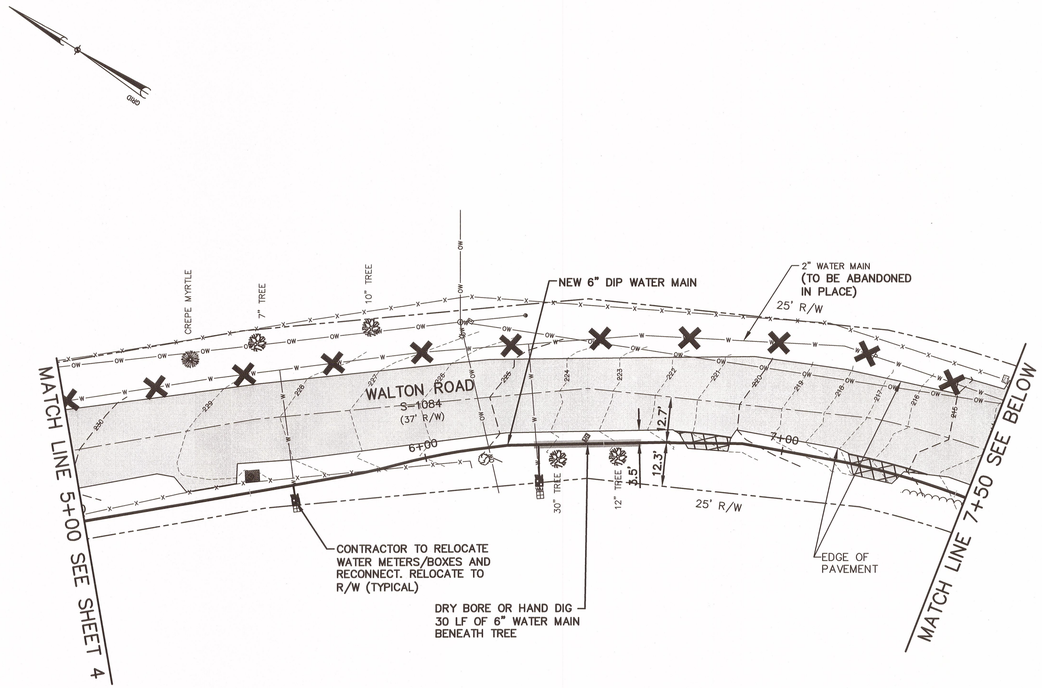
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NEW 8" AND 6" WATER MAIN CONSTRUCTION
ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND
WATER SERVICE REPLACEMENTS
ALONG DENNY RD

SHEET TITLE:
HODGES STREET & WALTON ROAD PLAN
STA. 0+00 TO STA. 5+00

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DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347

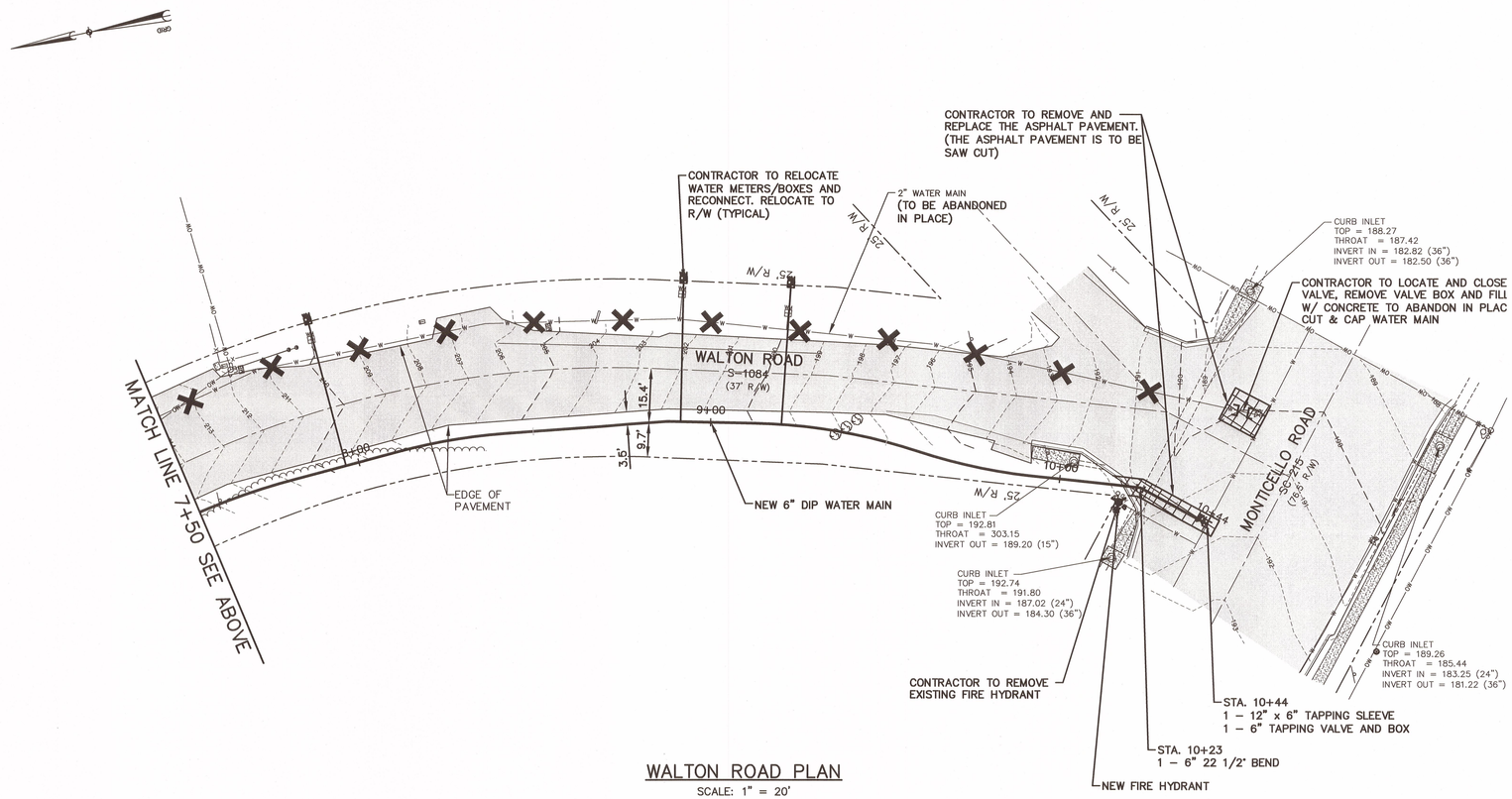
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4 OF 10

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CUT AND CAP NOTES:

1. CUT ALL ABANDON WATER MAINS 6" AND LARGER. FILL WITH FLOWABLE FILL AND CAP. REMOVE VALVE BOX AND FILL WITH CONCRETE.
2. CUT AND CAP ALL ABANDON WATER MAINS SMALLER THAN 6" DIAMETER. REMOVE VALVE BOX AND FILL WITH CONCRETE.



WALTON ROAD PLAN

SCALE: 1" = 20'

GRAPHIC SCALE

20 10 0 20

(IN FEET)
1 inch = 20 ft.

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CAROLINA ENGINEERING CONSULTANTS, INC. ENGINEER No. 19071 — DANIEL R. HAYES — 6/15/2017

CITY ENGINEER

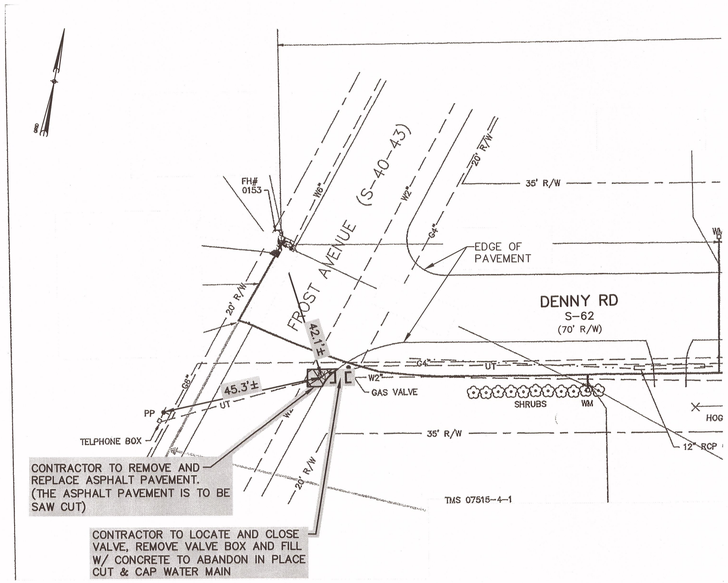
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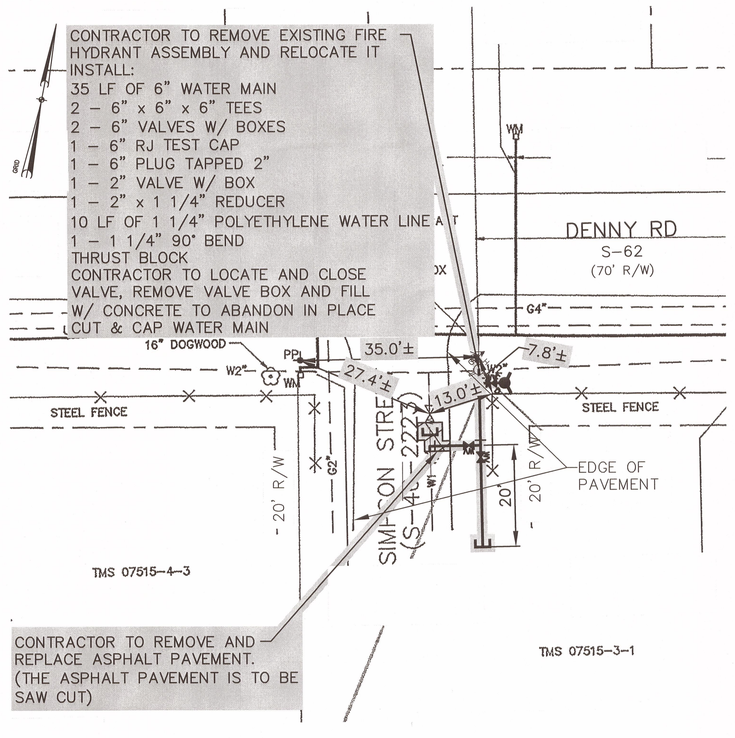
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NEW 8" AND 6" WATER MAIN CONSTRUCTION
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CUT & CAPS AND
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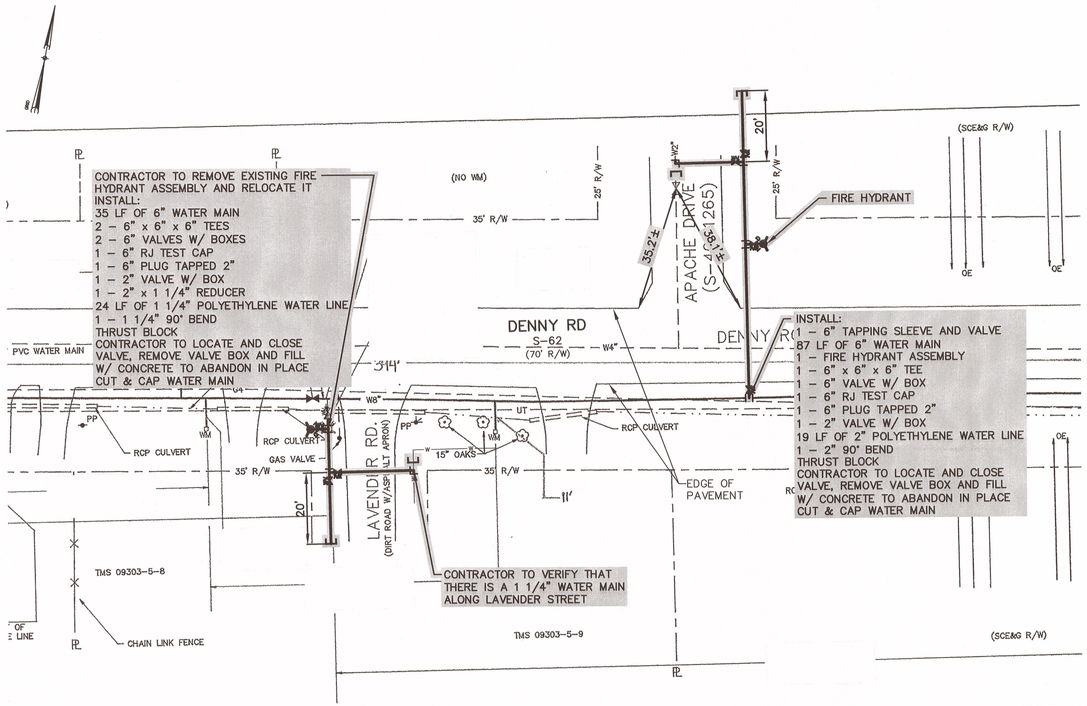
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WALTON ROAD PLAN
STA. 5+00 TO STA. 10+41

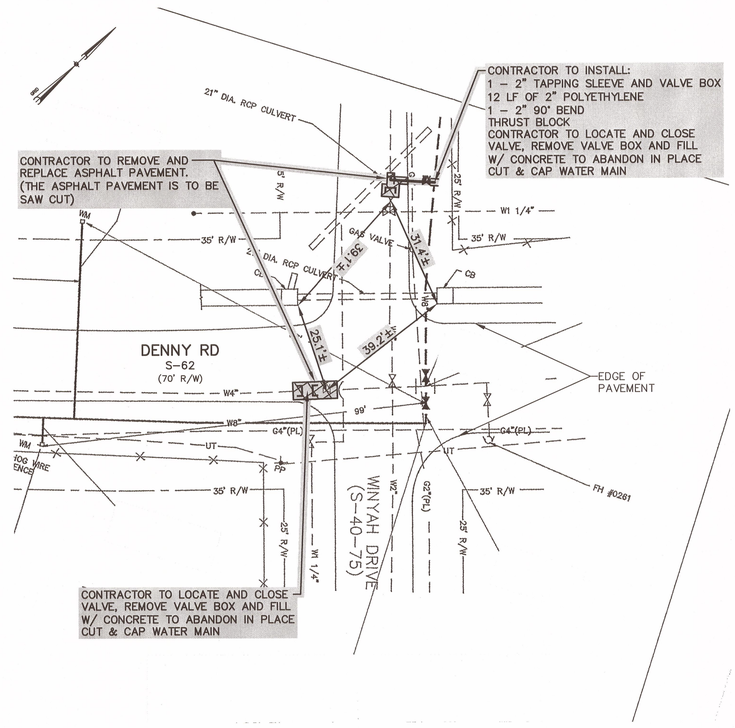
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BOOK NO:	N/A
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PROJECT NO:	WM4347

SHEET NO:
5 OF 10









CUT AND CAP PLAN

NOT TO SCALE

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

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CITY ENGINEER

NO.	DATE	INITIALS	REVISION DESCRIPTION
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NEW 8" AND 6" WATER MAIN CONSTRUCTION
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CUT & CAPS AND WATER SERVICE REPLACEMENTS
ALONG DENNY RD

SHEET TITLE:
CUT AND CAP PLAN

DRAWING INFORMATION	
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DRAWN BY:	BLG
BOOK NO:	N/A
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PROJECT NO:	WM4347

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6 OF 10

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CIVIL 3D (Land Desktop Compatible)

EXISTING 6" WATER MAIN

102 WATER METERS TO BE RENEWED
TO EXISTING 6" WATER MAIN
CONTRACTOR TO VERIFY SERVICES
TO BE RENEWED
(SEE DETAIL SHEET 8)

Denny Terrace

Winyah Dr

Dorchester St

Donna Dr

Hodges St

Bishopgate Rd

Camelot Dr

Margate St

Waterford Dr

Brighton Ct

Apache Dr

Frost Ave

Simon St

Peeples St

Nobe Ave

Lavender Rd

Cambie St

Winyah Dr

WATER SERVICE REPLACEMENT
NOT TO SCALE

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

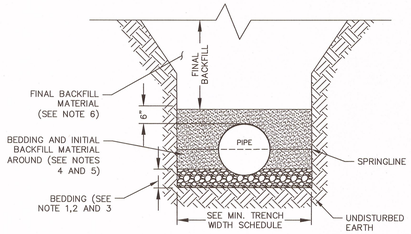
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NEW 8" AND 6" WATER MAIN CONSTRUCTION
ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND
WATER SERVICE REPLACEMENTS
ALONG DENNY RD

SHEET TITLE:
WATER SERVICE REPLACEMENT

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347
SHEET NO:	7 OF 10

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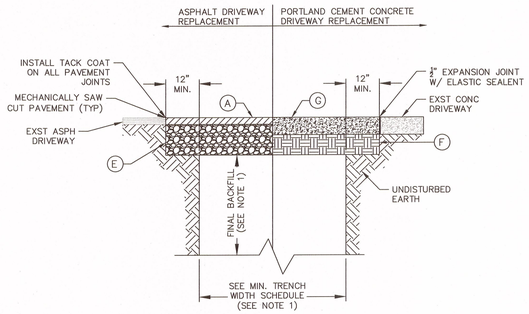
MINIMUM TRENCH WIDTH SCHEDULE				
PIPE SIZE I.D.	12" OR LESS	12" TO 21"	24" TO 30"	33" TO 54"
TRENCH WIDTH (W/O SHORING)	36"	I.D. + 24"	I.D. + 30"	I.D. + 30"
TRENCH WIDTH (W/ SHORING)	48"	I.D. + 36"	I.D. + 42"	I.D. + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
3. THE PIPE BEDDING SHALL BE CONSOLIDATED NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH HAND PLACED MATERIAL CONSOLIDATED IN 6" LAYERS TO THE SPRINGLINE OF THE PIPE.
4. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1–A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT. BACKFILL MATRIAL UP TO A LEVEL ONE FOOT (1') OVER TOP OF PIPE AND SHALL EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN 3".
5. BELL HOLES SHALL BE DUG TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST THE SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.
6. FINAL BACKFILL MATERIAL
   - A. AREAS OUTSIDE THE SCDOT, COUNTY, AND CITY RIGHT–OF–WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1–A6 AND BE COMPACTED IN SUFFICIENT DEPTHS TO MEET A MINIMUM COMPACTION OF 85% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - B. AREAS INSIDE THE SCDOT, COUNTY, AND CITY RIGHT–OF–WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1–A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - C. FLOWFILL UNDER PAVEMENT: UNDER PAVEMENT AND WITHIN 3' OF THE EOP.
   - D. UNDER DRIVEWAYS: FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1–A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
   - E. USE OF NATIVE MATERIAL: NATIVE MATERIAL MAY BE USED IN FINAL BACKFILL ONLY WHEN APPROVED BY THE ENGINEER.

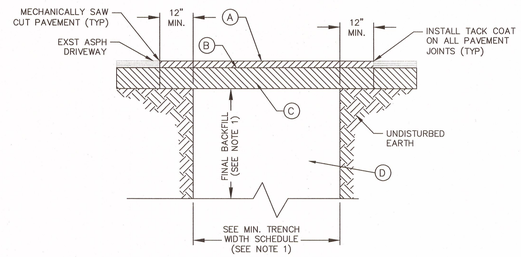


SCDOT ASPHALT/CONCRETE DRIVEWAY REPAIR DETAIL

NOT TO SCALE

NOTES:

1. REFER TO MINIMUM BEDDING FOR WATER MAIN DETAIL.
2. SEE ASPHALT AND PORTLAND CEMENT PAVEMENT SCHEDULE SHOWN BELOW FOR MATERIAL TYPE AND THICKNESS.
3. INTERFACE BETWEEN NEW AND EXISTING SURFACES SHALL BE SMOOTHED TO THE MAXIMUM EXTENT POSSIBLE TO PREVENT ANY DRIVEING SURFACE IRREGULARITIES.

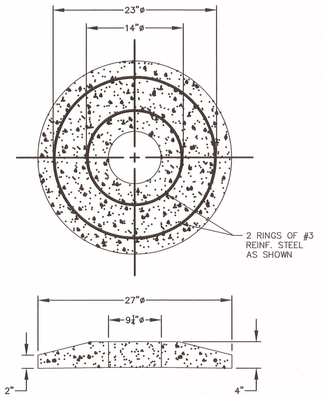


SCDOT ASPHALT PAVEMENT REPAIR DETAIL

NOT TO SCALE

NOTES:

1. REFER TO MINIMUM BEDDING FOR WATER MAIN DETAIL.
2. SEE ASPHALT AND PORTLAND CEMENT PAVEMENT SCHEDULE SHOWN BELOW FOR MATERIAL TYPE AND THICKNESS.
3. INTERFACE BETWEEN NEW AND EXISTING SURFACES SHALL BE SMOOTHED TO THE MAXIMUM EXTENT POSSIBLE TO PREVENT ANY DRIVING SURFACE IRREGULARITIES.
4. IN THE EVENT THAT THE EXISTING PAVEMENT SECTION IS GREATER THAN THE SUM OF A AND B, SCDOT REQUIRES MATCHING THE EXISTING PAVEMENT SECTION BY MAINTAINING THE 2" SURFACE COURSE AND ADJUSTING THE INTERMEDIATE COURSE AS NEEDED TO MATCH THE EXISTING PAVEMENT. INSTALL NEW ASPHALT PAVEMENT IN 2" LIFTS.

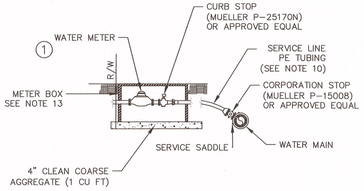


CONCRETE PROTECTION RING DETAIL

NOT TO SCALE

- (A) HMA SURFACE COURSE SCDOT TYPE B (2" THICK)
- (B) TACK COAT PER SCDOT SPECIFICATIONS
- (C) HMA INTERMEDIATE COURSE SCDOT TYPE B (6" THICK) (2" LIFTS)
- (D) SCDOT FLOWABLE FILL (200 PSI)
- (E) SCDOT STABILIZED AGGREGATE BASE COURSE (8" THICK)
- (F) SUITABLE BACKFILL COMPACTED TO 95% STANDARD PROCTOR WITH ±2% MOISTURE CONTENT
- (G) SCDOT CLASS 4000 PORTLAND CEMENT CONCRETE (6" THICK)

ASPHALT AND PORTLAND CEMENT CONCRETE PAVEMENT SCHEDULE



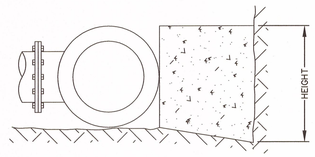
SERVICE SADDLE DETAIL TYPICAL

NOTES:

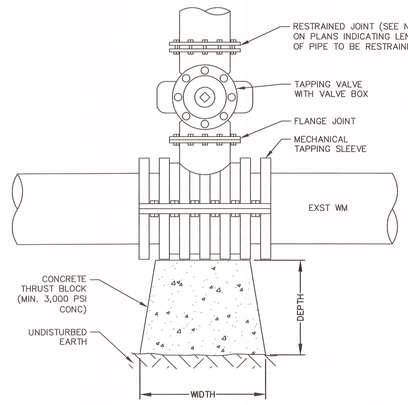
1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE. ONLY ONE METER BOX REQUIRED TO HOUSE SERVICE TO PROPERTY.
2. THE SIZES OF FIRE LINE METER AND BYPASS METER VARIES WITH APPLICATION.
3. METERS AND BACKFLOW PREVENTERS ARE IN SEPARATE PITS NORMALLY.
4. TYPE OF BACKFLOW PREVENTER VARIES WITH APPLICATION.
5. METERS ARE INSTALLED BY CITY FORCES AT OWNER'S EXPENSE.
6. ALL VALVES MUST MEET CITY OF COLUMBIA SPECIFICATIONS.
7. VALVES NOT IN PITS WILL BE IN CAST IRON BOXES WITH CAST IRON LIDS AS SHOWN IN MUELLER CATALOG W–103, OR APPROVED EQUAL.
8. ALL D.I. PIPE JOINTS TO BE FLANGED.
9. SERVICE LINES 2" AND SMALLER SHALL BE POLYETHYLENE PE 3408 DR–11 CLASS 160 CTS TUBING WITH BRASS FITTINGS. SERVICE SADDLES ARE REQUIRED ON ALL SERVICE CONNECTIONS 2" OR SMALLER ON ALL WATER MAINS. SERVICE SADDLES USED TO MAKE SERVICE CONNECTIONS SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE WATER MAIN. DIRECT SERVICE TAPS ON WATER MAINS SHALL NOT BE ALLOWED.
10. WHEN THE CITY ELECTS TO INSTALL THE SERVICE ON NEW MAINS, THE CONTRACTOR SHALL STUBOUT THE SERVICE WITH CARB STOP.
11. ALL PRESSURE REDUCING BACKFLOW PREVENTERS SHALL BE IN ACCORDANCE WITH SCDHEC REQUIREMENTS.
12. METER BOXES FOR METERS 2" AND SMALLER WITHIN THE TRAVELED WAY MUST BE CAST IRON OR CONCRETE. METER BOXES OUTSIDE THE TRAVELED WAY MAY BE CAST IRON, CONCRETE, OR PLASTIC. CAST IRON METER READER COVERS ARE REQUIRED. FOR METERS 3" AND LARGER REFER TO THE STANDARD DETAIL.
13. 1" PLASTIC SERVICE IN LINE PIPE, DUAL CHECK BACKFLOW PREVENTER AND PLASTIC BOX/CAST IRON WITH READER LID.
14. ALL LONG LINE SERVICE CONNECTIONS NEED TO BE DRY BORED UNDER THE ROAD.

TYPICAL SERVICE CONNECTIONS

NOT TO SCALE



TAP SIZE	DIMENSIONS IN FEET		
	W	H	D
4" & 6"	2.0	1.4	1.0
8"	3.5	2.0	1.4
10"	4.0	2.5	1.8
12"	5.0	3.0	2.5

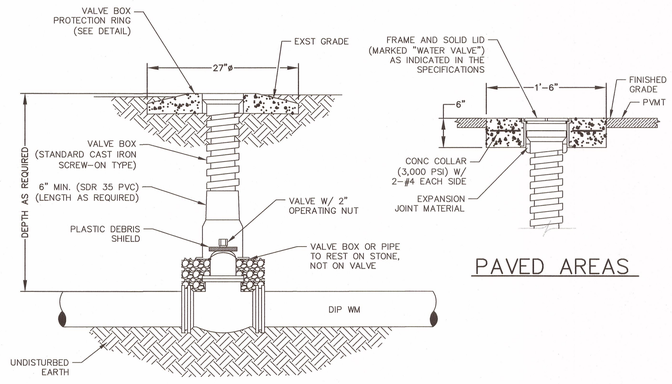


TYPICAL TAPPING SLEEVE AND VALVE DETAIL

NOT TO SCALE

NOTES:

1. BASED ON 100 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 2000 PSF BEARING CAPACITY
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. KEEP ALL PIPING JOINTS CLEAR OF THRUST BLOCKS.
5. POOR SOIL A–4–A–8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.



GATE VALVE AND VALVE BOX DETAIL

NOT TO SCALE

NOTES:

1. FOR UNPAVED LOCATIONS, A CONCRETE VALVE BOX PROTECTOR RING SHALL BE PROVIDED AND INSTALLED FLUSH WITH GRADE. PROTECTOR RING PAD IS NOT REQUIRED FOR VALVE LOCATED IN THE ROADWAY, UNLESS SHOWN OR NOTED OTHERWISE.
3. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS. ROUTE LOCATE WIRES THROUGH THE ADJUSTMENT SECTION OF BOX OR DRILL 2" HOLE IN THE BOX TOP SECTION. THE LOCATE WIRES SHALL BE CONNECTED TOGETHER WITH WIRE NUT.
4. GATE VALVES SHALL OPEN LEFT.
5. PROVIDE A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH INSTALLS BELOW THE OPERATING NUT. SHIELD SHALL BE BY AFC, BOXLOK OR APPROVED EQUAL.

PAVED AREAS

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

CITY ENGINEER

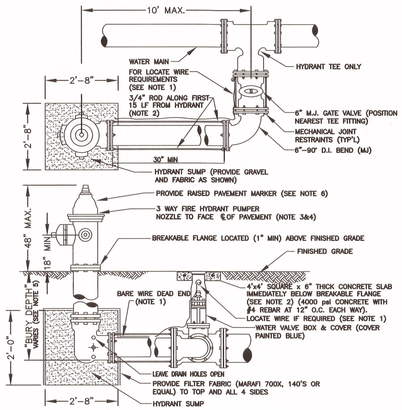
NO.	DATE	INITIALS	REVISION DESCRIPTION
2	1/5/18	BLG	CORRECTIONS MADE PER EMAIL DATED 1-2-2018
1	12/6/17	BLG	CORRECTIONS MADE PER EMAIL DATED 12-4-2017

PROJECT TITLE:
NEW 8" AND 6" WATER MAIN CONSTRUCTION
ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND WATER SERVICE REPLACEMENTS ALONG DENNY RD

SHEET TITLE:
CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347

SHEET NO:
8 OF 10



FIRE HYDRANT INSTALLATION IN LIMITED SPACE DETAIL

NO SCALE

NOTES:

1. FIRE HYDRANTS SHALL BE INSTALLED BETWEEN BACK OF CURB AND FACE OF SIDEWALK. ALL HYDRANTS SHALL BE LOCATED NO LESS THAN THREE (3) FEET FROM THE EDGE OF PAVEMENT OR BACK OF CURB OF THE ADJACENT ROADWAY AND NO LESS THAN THREE (3) FEET FROM ANY PHYSICAL FEATURE WHICH MAY OBSTRUCT ACCESS OR VIEW OF ANY HYDRANT UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE MAXIMUM DISTANCE (FROM EDGE OF PAVEMENT) SHALL BE IN COMPLIANCE WITH LOCAL FIRE DEPARTMENT RULES AND AS APPROVED BY ENGINEER. LONGER THAN 80 LF, AN ADDITIONAL 6" GATE VALVE IS REQUIRED AT THE HYDRANT LOCATION (PROVIDE 30" SEPARATION). ALL PIPING, VALVES AND FITTINGS ALONG THE HYDRANT BRANCH MAIN WHICH IS WITHIN 15 LF OF THE HYDRANT SHALL BE RESTRAINED UTILIZING ONLY TWO 3/4" DIA (THREADED ENDS) STEEL RODS AND EYE BOLTS (NO JOINT RESTRAINT DEVICES REQUIRED). ALL OTHER JOINTS ALONG THE HYDRANT BRANCH LINE OUTSIDE OF THE FIRST 15 LF SHALL INCLUDE JOINT RESTRAINTS.
2. PRIOR TO PROJECT FINAL INSPECTION, THE HYDRANT AND ALL ABOVE GROUND PIPING SHALL BE RE-OILED, GREASED AND REPAINTED. PAINT HYDRANT IN ACCORDANCE WITH THE SPECIFICATIONS.
3. FIRE HYDRANTS SHALL BE ORDERED WITH PROPER "BURY DEPTH" TO MEET ACTUAL FIELD CONDITIONS. THE USE OF HYDRANT EXTENSIONS SHOULD BE MINIMIZED.
4. BLUE REFLECTIVE MARKERS SHALL BE INSTALLED AS INDICATED IN THE SPECIFICATIONS.
5. IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS, FIRE HYDRANTS SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE STREET RIGHT-OF-WAY.
6. ALL JOINTS ARE TO BE MECHANICAL JOINT.
7. BENDS MAY BE USED IN HYDRANT LEAD TO FACILITATE HYDRANT LOCATION.
8. FIRE HYDRANT ASSEMBLY INCLUDES HYDRANT TEE.

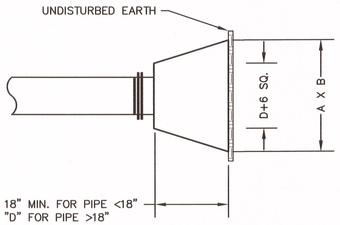
CONCRETE BLOCKING DIMENSIONS

PIPE SIZE X	A	B	C	MBA *2 (SQ. FT.)	*1
(* DENOTES BRANCH SIZE) TEES					
*2" – 6"	2' – 0"	2' – 0"	1' – 4"	2.70	0.13
* 8"	2' – 0"	2' – 6"	1' – 10"	4.60	0.20
* 10"	2' – 6"	3' – 6"	2' – 0"	7.00	0.39
* 12"	2' – 6"	4' – 6"	2' – 3"	10.10	0.54
* 16"	3' – 0"	6' – 0"	2' – 10"	17.00	1.08
* 18"	3' – 0"	7' – 0"	3' – 0"	21.00	1.33
* 24"	4' – 0"	10' – 0"	3' – 9"	37.50	3.17
* 30"	5' – 0"	12' – 0"	4' – 10"	58.00	5.96
90 DEGREE BENDS					
2" – 6"	2' – 0"	2' – 9"	1' – 3"	3.40	0.16
8"	2' – 0"	3' – 3"	2' – 0"	6.50	0.28
10"	2' – 6"	4' – 0"	2' – 6"	10.00	0.53
12"	2' – 6"	5' – 0"	2' – 9"	13.80	0.73
16"	3' – 0"	6' – 0"	4 – 0"	24.00	1.50
18"	3' – 0"	7' – 0"	4' – 0"	29.30	1.85
24"	4' – 6"	12' – 0"	4' – 5"	53.00	4.94
30"	6' – 0"	14' – 0"	5' – 10"	81.70	9.97
45 DEGREE BENDS					
2" – 6"	2' – 0"	2' – 0"	1' – 0"	2.00	0.11
8"	2' – 0"	2' – 6"	1' – 5"	3.50	0.17
10"	2' – 6"	3' – 6"	1' – 6"	5.20	0.29
12"	2' – 6"	4' – 6"	1' – 8"	7.50	0.40
16"	3' – 0"	6' – 0"	2' – 2"	13.00	0.80
18"	3' – 0"	6' – 4"	2' – 6"	15.80	1.10
24"	3' – 0"	6' – 9"	4' – 3"	28.70	1.75
30"	3' – 6"	9' – 3"	4' – 9"	43.90	3.22
22 1/2 DEGREE BENDS					
2" – 6"	2' – 0"	1' – 0"	1' – 0"	1.00	0.08
8"	2' – 0"	1' – 9"	1' – 0"	1.70	0.11
10"	2' – 6"	2' – 3"	1' – 3'	2.80	0.19
12"	2' – 6"	2' – 6"	1' – 6"	3.70	0.24
16"	3' – 0"	3' – 0"	2' – 3"	6.50	0.48
18"	3' – 0"	3' – 4"	2' – 6"	8.30	0.68
24"	3' – 0"	4' – 6"	3' – 5"	15.40	1.04
30"	3' – 6"	5' – 0"	4' – 6"	22.50	1.93
11 1/4" DEGREE BENDS					
2" – 6"	2' – 0"	1' – 0"	0' – 6"	0.50	0.06
8"	2' – 0"	1' – 3"	0' – 9"	0.90	0.08
10"	2' – 6"	1' – 6"	1' – 0"	1.50	0.14
12"	2' – 6"	2' – 0"	1' – 0"	2.00	0.17
16"	3' – 0"	2' – 6"	1' – 4"	3.30	0.30
18"	3' – 0"	2' – 9"	1' – 6"	4.10	0.38
24"	3' – 0"	3' – 3"	2' – 3"	7.30	0.65
30"	3' – 6"	3' – 9"	3' – 0"	11.20	1.22

*1 – ESTIMATED C.Y. CONCRETE FOR TEES & BENDS
*2 – MINIMUM BEARING AREA (MBA) IS BASED ON SOIL BEARING CAPACITY OF 2000 PSF.

THRUST BLOCK DETAIL

NOT TO SCALE

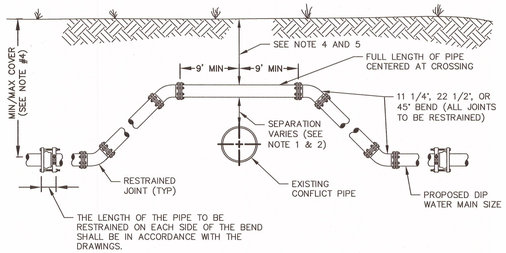


MIN. THRUST BLOCK BEARING AREAS PLUGS & DEAD END MAINS (SF)	
SIZE	A X B
4	0.9
6	2.1
8	3.8
12	8.5
16	15.1
18	19.1
20	23.6
24	33.9
30	53.0
36	76.3
42	103.9
48	135.7
54	171.8

PLAN & ELEVATION PLUGS & DEAD END MAINS

THRUST BLOCK DETAIL PLUG AND DEAD END MAIN

NOT TO SCALE

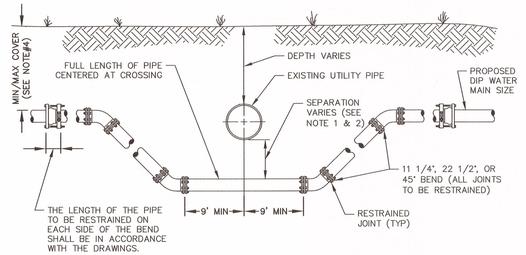


ADJUSTMENT OVER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 60", UNLESS APPROVED BY THE CITY ENGINEER.
4. IF UTILITY CONFLICT IS LOCATED IN A NON-TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER).
5. IF UTILITY CONFLICT IS LOCATED IN A TRAFFIC AREA, THEN THE MINIMUM COVER MAY BE REDUCED TO 36 INCHES (ONLY IN THE AREA OF THE CONFLICT AND AS APPROVED BY THE CITY ENGINEER). BACKFILL SHALL BE FLOWABLE FILL.

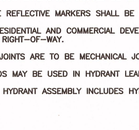


ADJUSTMENT UNDER EXISTING UTILITIES DETAIL

NOT TO SCALE

NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE ±5% OF OPTIMUM MOISTURE CONTENT.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL ON THIS SHEET.
3. THE COVER FOR PIPING LESS THAN 24" SIZE SHALL BE 36" (MIN) IN UNPAVED AREAS, 48" (MIN) IN PAVED AREAS AND A MAXIMUM COVER OF 84", UNLESS APPROVED BY THE CITY ENGINEER.



NOTES:

1. TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN.).
2. PAY ITEM "" DENOTES A RESTRAINT WHICH IS PAID FOR ON A PER EACH BASIC.
3. PAY ITEM "*" DENOTES A RESTRAINT WHICH IS INCLUDED IN THE UNIT PRICE BID FOR FITTING OR VALVE.

LENGTH (L) TO BE RESTRAINED (SEE PLATE Nos. 38C & 38D FOR ADDITIONAL DETAILS)

NOMINAL PIPE SIZE (IN.)	HORIZONTAL BENDS 90° BENDS L (FT.)	45° BENDS L (FT.)	VERTICAL OFFSETS: 22.5° BENDS L (FT.)	11.25° BENDS L (FT.)	REDUCERS 45° BENDS (SEE NOTE 4) L (FT.)	L (FT.)	VALVES OR DEADENDS L (FT.)
4	18	6	4	2	12	2	30
6	22	10	5	2	17	3	40
8	30	13	6	3	22	4	50
10	35	14	7	4	26	5	64
12	42	16	8	4	31	6	75
14	46	20	9	5	35	7	85
16	53	22	11	5	40	8	99
18	57	24	12	6	44	9	105
20	62	26	13	6	48	10	110
24	64	27	14	6	50	11	111
30	73	30	15	7	57	13	137
36	85	34	18	8	66	17	159
42	93	38	20	9	75	20	176
48	102	43	22	10	82	22	198

DUCTILE IRON PIPE RESTRAINT NOTES:

1. THIS SCHEDULE SHALL BE UTILIZED ON ALL WATER, SEWER FORCE MAIN OR RECLAIMED WATER SYSTEMS. ALL FITTINGS SHALL BE RESTRAINED TO LENGTHS INDICATED ON THE ABOVE SCHEDULE, AT A MINIMUM.
2. ASSUMPTIONS: DUCTILE IRON PIPE (WITHOUT POLY WRAP), SAFETY FACTOR=1.5, TEST PRESSURE=150PSI. SOIL=GM OR SM. TRENCH TYPE 3, DEPTH OF COVER=30 INCHES FOR 20" AND SMALLER PIPE SIZE OR 36 INCHES FOR 24" AND LARGER PIPE SIZE. FOR D.I.P. W/POLY WRAP, USE RESTRAINT JOINT SCHEDULE FOR PVC PIPE.
3. BENDS AND VALVES: SHALL BE RESTRAINED ON EACH SIDE OF FITTING.
4. VERTICAL OFFSETS: ARE APPROX. 3 FEET COVER ON TOP AND APPROX. 8 FEET COVER ON BOTTOM. PER THE DETAILS, Lu IS THE RESTRAINED LENGTH FOR THE UPPER (TOP) LEVEL. Li IS THE RESTRAINED LENGTH FOR THE LOWER (DEEPER) LEVEL. ASSUME 45 DEGREE BENDS.
5. TEES: TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN). SEE SCHEDULE ABOVE FOR RESTRAINT LENGTH ON TEE "BRANCH" LINE.
6. HDPE TO D.I.P. TRANSITIONS: THE D.I.P. PIPE SIDE SHALL BE RESTRAINED 35 FT (MIN).

TEES	
SIZE (IN.)	L (FT.)
6x4	20
6x6	20
8x4	40
10x8	20
10x6	40
12x10	20
12x8	40
16x12	40
16x10	57
20x18	20
20x16	40
20x12	73
24x20	40
24x18	50
24x16	60
30x24	50
30x20	76
36x30	50
36x24	88
42x36	40
42x30	88
48x42	40
48x36	88

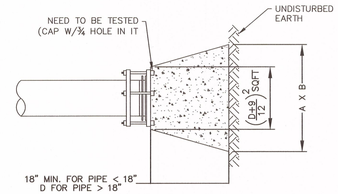
SEE NOTE 5		
RUN SIZE (IN.)	BRANCH SIZE (IN.)	L (FT.)
4	4	F.O.
4	6	6
	4 < LESS	F.O.
8	6	18
	6 < LESS	F.O.
10	10	27
	8	8
	6 < LESS	F.O.
12	12	38
	10	20
	8 < LESS	F.O.
16	16	60
	12	20
	10 < LESS	F.O.
20	20	78
	16	40
	12 < LESS	F.O.
24	24	76
	20	33
	16	20
	12 < LESS	F.O.
30	30	99
	24	60
	20	37
	16 < LESS	F.O.
36	36	118
	30	88
	24	52
	20	37
	16 < LESS	F.O.
42	42	138
	36	110
	30	78
	24	37
	20 < LESS	F.O.
48	48	154
	42	132
	36	99
	30	60
	24 < LESS	F.O.

F.O. = FITTING ONLY

RESTRAINED JOINT DETAILS AND TABLE

NOT TO SCALE

MIN THRUST BLOCK BEARING AREAS (SF) FOR PLUG & DEAD END MAINS	
PIPE DIAMETER, D (INCHES)	A X B (SQUARE FEET)
6	2.1
8	3.8



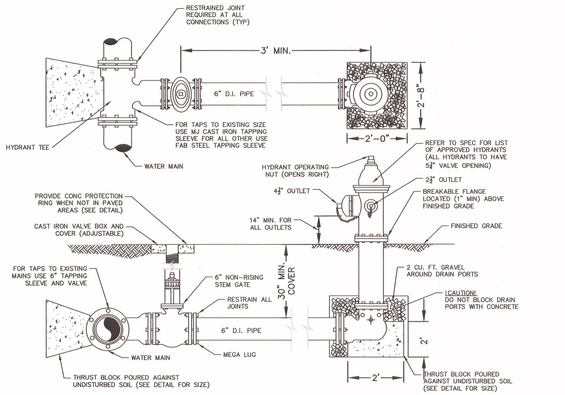
SIDE VIEW OF PLUG WITH TEST CAP

THRUST BLOCK FOR PLUGS WITH TEST CAP

NOT TO SCALE

NOTES:

1. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED SOIL.
2. POOR SOILS A-4 THRU A-8, SILTY SOILS, CLAYS, MUCK AND PEAT WILL REQUIRE LARGER THRUST BLOCKING.
3. BOTH CONCRETE THRUST BLOCKS AND TIE RODS/RESTRAINED JOINTS MUST BE USED WHEN, IN THE JUDGEMENT OF THE ENGINEER, THE NATURE AND CRITICALITY OF AN INSTALLATION IS SUCH AS TO REQUIRE POSITIVE ASSURANCE OF STABILITY.
4. THE USE OF THRUST BLOCKS SHALL BE LIMITED TO SITUATIONS SUCH AS POINT REPAIR WHERE EXPOSING SEVERAL JOINTS OF PIPE IS NOT FEASIBLE DUE TO EXISTING GROUND CONDITIONS.
5. MAXIMUM TEST PRESSURE TO BE 150 PSI.



FIRE HYDRANT ASSEMBLY DETAIL

NOT TO SCALE

NOTES:

1. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS OR THE ADDITION OF TWO 3/4" DIA (THREADED ENDS) STEEL RODS AND EYE BOLTS BETWEEN THE TEE AND GATE VALVE AND BETWEEN THE GATE VALVE AND THE HYDRANT. ALL OTHER JOINTS NOT RESTRAINED BY RODS MUST BE MECHANICALLY RESTRAINED.
2. PRIOR TO PROJECT FINAL INSPECTION, THE HYDRANT AND ALL ABOVE GROUND PIPING SHALL BE OILED, GREASED AND PAINTED. PAINT HYDRANT IN ACCORDANCE WITH THE SPECIFICATIONS.
3. FIRE HYDRANTS SHALL BE ORDERED WITH PROPER "BURY DEPTH" TO MEET ACTUAL FIELD CONDITIONS. THE USE OF HYDRANT EXTENSIONS SHOULD BE MINIMIZED.
4. BLUE REFLECTIVE MARKERS SHALL BE INSTALLED AS INDICATED IN THE SPECIFICATIONS.
5. IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS, FIRE HYDRANTS SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE STREET RIGHT-OF-WAY, BUT NOT LESS THEN 3' FROM THE BACK OF CURB OR EDGE OF ROADWAY..
6. MINIMUM DISTANCE BETWEEN THE VALVE AND THE HYDRANT SHALL BE 3'.
7. FIRE HYDRANT ASSEMBLY INCLUDES HYDRANT TEE.
8. GATE VALVE TO OPEN LEFT.

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

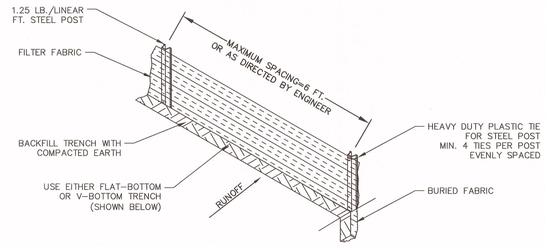
CITY ENGINEER

NO.	DATE	INITIALS	REVISION DESCRIPTION

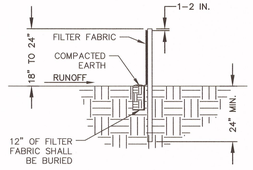
PROJECT TITLE:
NEW 8" AND 6" WATER MAIN CONSTRUCTION ALONG DONNA DR, HODGES ST & WALTON RD CUT & CAPS AND WATER SERVICE REPLACEMENTS ALONG DENNY RD

SHEET TITLE:
CONSTRUCTION DETAILS

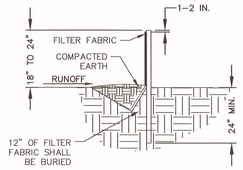
DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347
SHEET NO:	9 OF 10



SILT FENCE INSTALLATION DETAIL



FLAT-BOTTOM TRENCH DETAIL



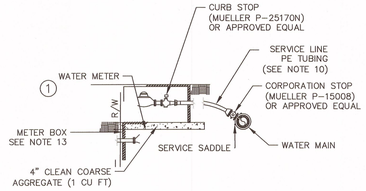
V-SHAPED TRENCH DETAIL

STANDARD SILT FENCE DETAIL

NOT TO SCALE

NOTES:

1. SILT FENCE CHECKS MUST BE LOCATED EVERY 100 FEET MAXIMUM AND AT LOW POINTS ALONG THE FENCE LINE.
2. ONLY STEEL POSTS MAY BE USED. POSTS SHALL BE A MINIMUM OF 5 FEET LONG AND INSTALLED TO A MINIMUM DEPTH OF 24 INCHES WITH NO MORE THAN 3 FEET OF THE POST ABOVE GROUND. STEEL POSTS SHALL WEIGH A MINIMUM OF 1.25 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE FABRIC TO THE POST. AT LEAST 1 TO 2 INCHES OF THE POSTS SHALL EXTEND ABOVE THE TOP OF THE FABRIC. POST SPACING WILL BE A MAXIMUM OF 6 FEET ON CENTER.
3. ATTACHED FABRIC TO STEEL POSTS USING HEAVY DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES



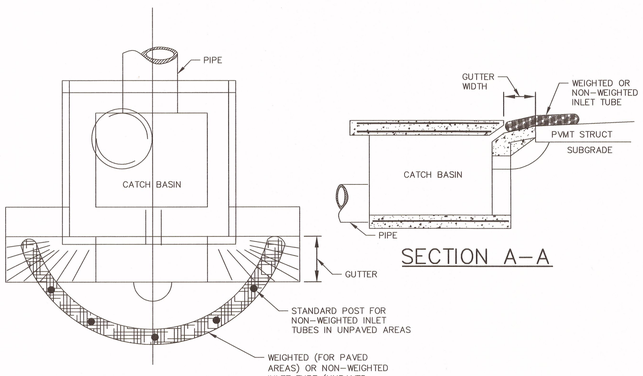
SERVICE SADDLE DETAIL TYPICAL

NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE. ONLY ONE METER BOX REQUIRED TO HOUSE SERVICE TO PROPERTY.
2. THE SIZES OF FIRE LINE METER AND BYPASS METER VARIES WITH APPLICATION.
3. METERS AND BACKFLOW PREVENTERS ARE IN SEPARATE PITS NORMALLY.
4. TYPE OF BACKFLOW PREVENTER VARIES WITH APPLICATION.
5. METERS ARE INSTALLED BY CITY FORCES AT OWNER'S EXPENSE.
6. ALL VALVES MUST MEET CITY OF COLUMBIA SPECIFICATIONS.
7. VALVES NOT IN PITS WILL BE IN CAST IRON BOXES WITH CAST IRON LIDS AS SHOWN IN MUELLER CATALOG W-103, OR APPROVED EQUAL.
8. ALL D.I. PIPE JOINTS TO BE FLANGED.
9. SERVICE LINES 2" AND SMALLER SHALL BE POLYETHYLENE PE 3408 DR-11 CLASS 160 CTS TUBING WITH BRASS FITTINGS. SERVICE SADDLES ARE REQUIRED ON ALL SERVICE CONNECTIONS 2" OR SMALLER ON ALL WATER MAINS. SERVICE SADDLES USED TO MAKE SERVICE CONNECTIONS SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE WATER MAIN. DIRECT SERVICE TAPS ON WATER MAINS SHALL NOT BE ALLOWED.
10. WHEN THE CITY ELECTS TO INSTALL THE SERVICE ON NEW MAINS, THE CONTRACTOR SHALL STUBOUT THE SERVICE WITH CARB STOP.
11. ALL PRESSURE REDUCING BACKFLOW PREVENTERS SHALL BE IN ACCORDANCE WITH SCDHEC REQUIREMENTS.
12. METER BOXES FOR METERS 2" AND SMALLER WITHIN THE TRAVELED WAY MUST BE CAST IRON OR CONCRETE. METER BOXES OUTSIDE THE TRAVELED WAY MAY BE CAST IRON, CONCRETE, OR PLASTIC. CAST IRON METER READER COVERS ARE REQUIRED. FOR METERS 3" AND LARGER REFER TO THE STANDARD DETAIL.
13. 1" PLASTIC SERVICE IN LINE PIPE, DUAL CHECK BACKFLOW PREVENTER AND PLASTIC BOX/CAST IRON WITH READER LID.

TYPICAL SERVICE CONNECTIONS

NOT TO SCALE



PLAN VIEW

SECTION A-A

INLET TUBE DETAIL

NOT TO SCALE

NOTES:

1. DO NOT COMPLETELY BLOCK INLETS WITH WEIGHTED INLET TUBES.
2. INSTALL WEIGHTED INLET TUBES LYING FLAT ON THE GROUND, WITH NO GAPS BETWEEN THE UNDER LAYING SURFACE AND THE INLET TUBE. DO NOT STACK INLET TUBES ON TOP OF ONE ANOTHER.
3. INSTALL WEIGHTED INLET TUBES IN SUCH A MANNER THAT ALL OVERFLOW OR OVERTOPPING WATER HAS THE ABILITY TO ENTER THE INLET UNOBSTRUCTED.
4. REPLACE INLET TUBES DAMAGED DURING INSTALLATION AS DIRECTED BY THE INSPECTOR OR MANUFACTURER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE.
5. INLET TUBES MAY BE TEMPORARILY REMOVED DURING CONSTRUCTION AS NEEDED.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. IF NECESSARY, 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 STATE BELOW.
   a. HERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   b. 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 SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPS THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED A SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED, TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
5. 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. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
6. 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 AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
7. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM ASLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE RIP-RAP OR STONE STABILIZATION AT POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
11. 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 SHALL BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAIN BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
12. 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.

INSPECTION & MAINTENANCE

1. INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

CONSTRUCTION SEQUENCE

ITEMS MUST OCCUR IN THE ORDER LISTED;
ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

1. RECEIVE PERMIT COVERAGE FROM CITY OF COLUMBIA AND NPDES COVERAGE FROM SCDHEC.
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 5,000 SQ. FT. ARE DISTURBED AND THE PROJECT IS NON-LINEAR).
3. NOTIFY CITY OF COLUMBIA STORM WATER MANAGEMENT (803) 545-3186 AT LEAST 2 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
5. CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AS APPLICABLE.
7. CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
8. FINE GRADING, PAVING, ETC.
9. PERMANENT/FINAL STABILIZATION.
10. REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (IT IS RECOMMENDED THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
11. SUBMIT NOTICE OF TERMINATION (NOT) TO CITY OF COLUMBIA STORM WATER MANAGEMENT AS APPROPRIATE.

1. NOTE: IF NPDES COVERAGE IS BEING ISSUED AFTER LAND-DISTURBING ACTIVITIES HAVE ALREADY STARTED (E.G. IN RESPONSE TO A NOTICE TO COMPLY, NOTICE OF VIOLATION, OR ENFORCEMENT ACTION), THEN THE CONSTRUCTION SEQUENCE MUST SPECIFICALLY INDICATE THE ITEMS THAT HAVE ALREADY OCCURRED AND THE ITEMS THAT WILL BE OCCURRING AFTER NPDES COVERAGE IS ISSUED.
2. NOTE: INSTALLATION OF SOME PERMANENT WATER QUALITY DEVICES SHOULD OCCUR AFTER THE SITE IS STABILIZED; INCLUDE THIS IN THE SEQUENCE. CLEANOUT OF OTHER WATER QUALITY DEVICES THAT WERE USED DURING CONSTRUCTION SHOULD OCCUR AFTER SITE STABILIZATION.
3. NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND/OR UNTIL THE CONTROLS ARE REMOVED.

DESIGNER'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR CITY OF COLUMBIA, SOUTH CAROLINA."

8/10/17 — DATE

Darrell Gross — REGISTERED ENGINEER NAME

APPLICANT'S CERTIFICATION

"I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. CITY OF COLUMBIA AND SCDHEC AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON-SITE INSPECTIONS."

8/10/17 — DATE

Dana Higgins — OWNER/PERMITTEE/APPLICANT

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA, SOUTH CAROLINA 29217
WWW.COMO.GOV

APPROVED BY:

CITY ENGINEER

REVISION			
NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE:
NEW 8" AND 6" WATER MAIN CONSTRUCTION ALONG DONNA DR, HODGES ST & WALTON RD
CUT & CAPS AND WATER SERVICE REPLACEMENTS ALONG DENNY RD

SHEET TITLE:
EROSION & SEDIMENT CONTROL & CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	1/24/17
PROJECT NO:	WM4347
SHEET NO:	10 OF 10

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve an Agreement for Project SS7466; Lower Rocky Branch Relief Sewer Phase I, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $674,700.00. This firm is located in Charlotte, NC.**

PURPOSE: **This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CADD, preliminary engineering, surveying, easement mapping, and design services at 21.04% ($141,950.00) of the contract value.**

The following sub-consultants will provide additional services:

Terracon of Columbia, SC will provide geotechnical investigation services at 2.57% ($17,350.00) of the contract value.

GEL Geophysics, LLC of Charleston, SC will provide potholing for utility locations at 1.66% ($11,200.00) of the contract value.

REQUISITION NO.: **R192530**

FINANCIAL IMPACT: **Funding Source: 5529999-SS746601-658650 Water & Sewer Capital Projects – Lower Rocky Branch Relief Sewer -Capital Project Costs. The original budgeted amount is $674,700.00.**

ORIGINAL BUDGET: **$674,700.00**

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 Consulting for providing technical consulting support for the design of a 60-inch parallel relief sewer to the existing gravity line along the east bank of the Congaree River, extending from Manhole SS-RB06-24173 to SS-RB08-24193. The services being provided will encompass the following:

TASK 100 - Evaluation and Design Phase Administration

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

TASK 300 - Survey and Utility Mapping/Wetland Delineation

TASK 400 - Geotechnical Investigation

TASK 500 - Final Design

TASK 600 - Permits and Property

TASK 700 - Bidding and Award

TASK 800 - Engineering Services During Construction

TASK 900 - Full Time Construction Inspection

TASK 1000 - Project Closeout

TASK 1100 - Additional Services

Services to be performed will impact City Council District 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:** StantecConsulting.2018.LowerRockyBranchRelief Sewer Phase I.agr.SS7466 (PDF)
- #b: Lower Rocky Branch Acknowledgement of Receipt (PDF)
- #c: SS7466_Location Map (PDF)

AGREEMENT FOR ENGINEERING 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 Stantec Consulting Services, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support for the design of a 60-inch parallel relief sewer to the existing gravity line along the east bank of the Congaree River, extending from Manhole SS-RB06-24173 to SS-RB08-24193.

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 Six Hundred Seventy-Four Thousand, Seven Hundred Dollars and No/100 ($674,700.00).

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	21.04 %
WBE	_____ %
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 21.04%.

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: Stantec Consulting Services, Inc., 2127 Ayrsley Town Boulevard, Suite 300, Charlotte, NC 28273.

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**

STANTEC CONSULTING SERVICES, INC.

Paul Koch / Vice President _____ **Date:** August 8, 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

T:Drive Stantec Consulting.2018.Lower Rocky Branch Relief Sewer Phase I.SS7466.agr.nj.doc

Exhibits for SS7466

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 # SS7466
Lower Rocky Branch
Relief Sewer Phase 1

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including condition assessment of the existing line, evaluation of alternative alignments and engineering services during design and bidding.

The project proposes a 60-inch parallel relief sewer to the existing gravity line along the east bank of the Congaree River. The proposed sewer will extend from Manhole SS-RB06-24173 to SS-RB08-24193-MH. The new pipe shall be approximately 6,200 linear feet long. The exact lengths required shall be verified by the Consultant and coordinated with Hazen & Sawyer and CW2020. The existing pipe generally follows a cross-country route paralleling the Congaree River and may require rehabilitation efforts to address pipe defects.

The general location of the project is shown on Figure 1 attached.

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

- Review of all Available Data
- Condition Assessment of the Existing Line
- Evaluation of Alignment Alternatives
- Public Relations
- Engineering Services During Design and Permitting
- Bidding Phase Support

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, 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:

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 700, 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 Services. The schedule shall begin based on the Notice to Proceed date and shall use the calendar days as outlined in Exhibit C (Gantt schedule). 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.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- 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.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

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

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for duration of Tasks 100 through 700. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at each design completion milestone. Milestone progress meetings can be considered as a respective monthly progress meeting. At the project milestones (30-, 60-, 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. Revisions to the drawings will subsequently be made to incorporate the CITY's comments that are agreed upon. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. 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 specified otherwise. Milestone checklists will be used by the CITY's review team during the 30-, 60-, and 90-percent design review meetings. A copy of these checklists will be provided by the CITY.

- Public Meeting (Task 140)
- Draft and Final alternatives analysis meetings (Task 270) – (Final Alternatives Analysis meeting is considered the 30-percent total project review meeting and could serve as a monthly review meeting)
- 60- and 90-percent review of design meetings (Task 560)
- Pre-Bid Meeting (Task 710)

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
  - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the evaluation and design phase of the project. Consultant shall attend, at a minimum, one public meeting (Columbia Water Quarterly Drop-In) that will occur at approximately the 90 percent design milestone (Task 270). 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.
- Consultant will use the CITY customer database to notify customers in the area by mailers to inform them of the type of work being conducted and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

Consultant and Chao and Associates will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City 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 use 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 including the following alternatives:
  - Locating the new gravity line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
  - Locating the new gravity line along a different alignment.
  - Locating the new gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.
  - In addition to the new gravity line, Consultant will also review City-provided CCTV of the existing gravity line and make determination regarding type and limits of rehabilitation required, if any.

230 Preliminary Agency Coordination and Meetings

- Upon final route selection, Consultant will contact 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 final route selection, Consultant will contact 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

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- 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, 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 a Class 4 opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
  - Consultant will conduct a Draft alternative analysis progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
  - Consultant will convene a Final alternatives analysis meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping/Wetland Delineation

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.

The Consultant shall create a list of all active laterals found based on 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 Field Inspection" field for each active lateral. A City cleanout is considered found 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 was not found and listed as "No".

310 Wetland Delineation

- Once 60% plans have been approved, Consultant shall locate wetlands, employing a professional wetland scientist, for a 100-foot wide corridor along the approved sewer line alignment.

320 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 100-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. 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. Wetland limits will be located per flagging provided by the professional wetland scientist.
- Locate both horizontally and vertically (where appropriate) along the along the proposed pipeline alignment, all exposed structures, land features, property corners (as required), marked utilities, etc., such as 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 (within the 10 test holes noted in Section 340) 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 100- foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. 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 owners and their parcel sidelines will not be mapped.
- 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.

330 Property Research and Easement Exhibits

- In consultation with CITY, the 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 transmission main. Exhibits shall be prepared in accordance with the standards of the CITY for recording. This Scope of Services is based on preparing ten (10) easement exhibits. An amendment will be issued if additional easement exhibits are required.

340 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; however, a minimum of ten (10) Test Holes shall be included in the cost of the project to determine utility depths.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 18 borings (assume 3

bore and jack locations and one bore per 500 feet in length beyond that) 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. A minimum of two borings per each "bore & jack" location is required.

- 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 pipeline 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.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by 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 Contract Documents shall consist of and include the following items, assuming 24 sheets within the set of drawings:

- Detailed plan and profile drawings on 24" x 36" plan sheets, 1"=40' horizontal and 1"=4' vertical 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
- Plans and details regarding rehabilitation limits and methods for the existing sewer line.
- 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-percent 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.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new pipeline 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
  - U.S. Army Corps of Engineers – Wetlands
  - City of Columbia – Streets Division
  - City of Columbia – Stormwater
  - South Carolina Department of Transportation
  - Norfolk-Southern Railroad

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the applicable class level for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors'

methods of determining price or competitive bidding, the Consultant cannot guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will 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 four 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 agreed upon 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.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City following approval of construction documents 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.

- 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, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.

- Section 404 Permit: This scope assumes wetland delineation and mitigation will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.

- Section 401 Certification- Once USACE is satisfied regarding the Section 404 requirements, Consultant shall work with SCDHEC to acquire Section 401 Certification, which will include, among other required items, a mitigation strategy.

- Roadway Encroachment Permits: This scope assumes a City of Columbia 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 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.

- Railroad Permits: This scope assumes there will be two crossings of the Norfolk-Southern Railroad, and each crossing will require an independent permit. The Consultant will prepare each permit application for pipe occupancy. The City will use the applications to obtain agreements with the railroad.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of $3,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - $200
- Stormwater Permit and Inspection Fees - $300 plus $50 per month for inspections. Assume a 12-month construction duration, therefore total is $300 + 12x$50= $900
- Section 401 Certification- SCDHEC- $1,000
- Other- $900

This cost will cover all permit fees apart from any wetland mitigation fees and Norfolk-Southern Railroad Crossing 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 (RFIs), 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. The Consultant will provide the CITY a letter of recommendation to award.

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The

Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services at this time. Engineering Services During Construction may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services. Full Time Construction Inspection services may be authorized by Contract Amendment at a later date.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services. Project Closeout services may be authorized by Contract Amendment at a later date.

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 design beyond the approximately 6,200 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Flood Study or Flood Impact Analysis.
- 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.
- Construction phase services.
- 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.

- Additional test holes for underground utilities indicated in Task 340.
- Additional geotechnical investigations beyond those indicated in Task 400.

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.

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ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

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.
- 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 completed as part of this Agreement, beyond what is assumed in Task 650.
- 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 # SS7466
Lower Rocky Branch
Relief Sewer Phase I

Compensation for services provided under Tasks 100, 200, 300, 400, 500, 600 and 700, as outlined in Exhibit A, Scope of Services, is estimated to be a total of $674,700, all lump sum tasks.

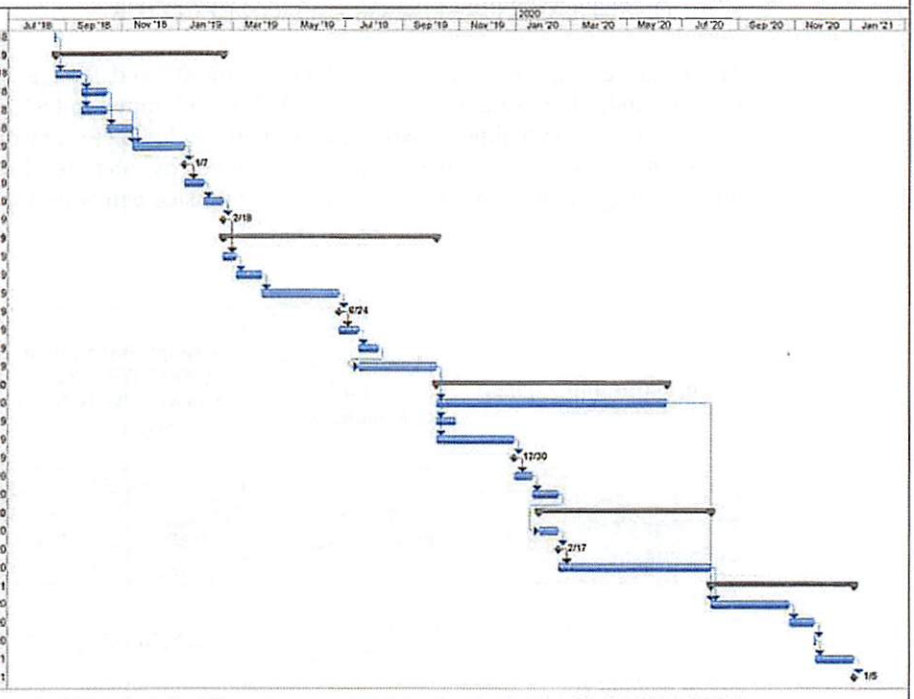
An estimated breakdown of the fee is shown in the following table:

Task	Description	Lump Sum, Unit Price, or Hourly	Subs	Total
100	Project Administration	Lump Sum	$11,500	$135,050
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	Lump Sum	$21,000	$180,100
300	Survey and Utility Mapping/ Wetland Delineation	Lump Sum	$94,650	$118,250
400	Geotechnical Investigation	Lump Sum	$17,350	$19,300
500	Final Design	Lump Sum	$13,000	$154,400
600	Permits and Property	Lump Sum	$13,000	$57,200
700	Bidding and Award	Lump Sum	$0	$10,400
	Total of Contract		**$170,500**	**$674,700**
	% of Contract to Subconsultants		25.27%	
	% of Contract to Protégé		21.04%	

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

Exhibit C- SS7466- Lower Rocky Branch Relief Sewer Phase I

ID	Task Name	Duration	Start	Finish
1	**Kickoff Meeting**	1 day	Mon 8/20/18	Mon 8/20/18
2	**Preliminary Engineering**	**130 days**	**Tue 8/21/18**	**Mon 2/18/19**
3	Permissions to Survey	20 days	Tue 8/21/18	Mon 9/17/18
4	Route Analysis	20 days	Tue 9/18/18	Mon 10/15/18
5	Condition assessment of gravity sewer	20 days	Tue 9/18/18	Mon 10/15/18
6	Finalize study phase alignments	20 days	Tue 10/16/18	Mon 11/12/18
7	PER development	40 days	Tue 11/13/18	Mon 1/7/19
8	Deliver Draft PER	0 days	Mon 1/7/19	Mon 1/7/19
9	City/Program staff review of Draft PER	15 days	Tue 1/8/19	Mon 1/28/19
10	Finalize PER	15 days	Tue 1/29/19	Mon 2/18/19
11	Deliver Final PER	0 days	Mon 2/18/19	Mon 2/18/19
12	**Preliminary Design**	**165 days**	**Tue 2/19/19**	**Mon 10/7/19**
13	Wetland delineation and underground utility location	10 days	Tue 2/19/19	Mon 3/4/19
14	Field surveys	20 days	Tue 3/5/19	Mon 4/1/19
15	Preliminary design	60 days	Tue 4/2/19	Mon 6/24/19
16	Preliminary design submittal	0 days	Mon 6/24/19	Mon 6/24/19
17	City/Program staff review of preliminary design	15 days	Tue 6/25/19	Mon 7/15/19
18	Finalize preliminary design	15 days	Tue 7/16/19	Mon 8/5/19
19	Easement map creation and delivery	60 days	Tue 7/16/19	Mon 10/7/19
20	**Final Design**	**180 days**	**Tue 10/8/19**	**Mon 6/15/20**
21	Easement acquisition	180 days	Tue 10/8/19	Mon 6/15/20
22	Geotechnical investigation	15 days	Tue 10/8/19	Mon 10/28/19
23	Final design/construction documents	60 days	Tue 10/8/19	Mon 12/30/19
24	Final design submittal to City	0 days	Mon 12/30/19	Mon 12/30/19
25	City/Program staff review	15 days	Tue 12/31/19	Mon 1/20/20
26	Finalize plans and specs to 100%	20 days	Tue 1/21/20	Mon 2/17/20
27	**Permitting**	**135 days**	**Tue 1/28/20**	**Mon 8/3/20**
28	Prepare packages for permitting	15 days	Tue 1/28/20	Mon 2/17/20
29	Submit for permitting	0 days	Mon 2/17/20	Mon 2/17/20
30	Receive permits	120 days	Tue 2/18/20	Mon 8/3/20
31	**Bidding and Award**	**111 days**	**Tue 8/4/20**	**Tue 1/5/21**
32	Procurement and Processing	60 days	Tue 8/4/20	Mon 10/26/20
33	Advertise for Bid	20 days	Tue 10/27/20	Mon 11/23/20
34	Bid opening	1 day	Tue 11/24/20	Tue 11/24/20
35	Approval of construction contract by City	30 days	Wed 11/25/20	Tue 1/5/21
36	Notice to Proceed for Construction	0 days	Tue 1/5/21	Tue 1/5/21



Task · Progress · Summary · External Tasks · Deadline
Split · Milestone · Project Summary · External Milestone

Clean Water 2020
Columbia's Clear Vision For Clean Water

Stantec

EXHIBIT D
SUBCONSULTANTS

City of Columbia
CIP # SS7466
Lower Rocky Branch
Relief Sewer Phase I

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*
Chao and Associates 7 Clusters Ct Columbia, SC	Jimmy Chao 803-772-8420	Protege	CADD, preliminary engineering, surveying, easement mapping, design	$141,950
Terracon 521 Clemson Road Columbia, SC 29229	Philip Morrison 803-518-3788	Non MBE/SBE/WBE	Geotechnical Investigation	$17,350
GEL Geophysics, LLC 2040 Savage Road Charleston, SC 29407	Scott Smith 843-769-7379	Non MBE/SBE/WBE	Potholing for utility locations	$11,200

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 3 July 2018

Project Number: SS7466

Mentor: Stantec Consulting Services, Inc

Project Name: Lwr Rocky Branch Relief Swr

Protégé: Chao and Associates

Duration of the Project: 28 months

Project Contract Amount: $674,700

Protégé Amount: $141,950

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.*

Stantec will be the prime for this project and will provide overall project management, oversight, design and permitting. Chao will be the subconsultant and will provide field reconnaissance, alternative analysis, contributions to the Preliminary Engineering Report, surveying, easement map preparation, design and details, and permitting.

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.*

Stantec's goal is to provide an opportunity for Chao to have significant involvement in the planning and design of a large diameter sewer for an overall large project.

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.*

Chao will have an important role in working with Stantec to develop and evaluate alternatives for a large diameter sewer, as well as contributions to design and the other elements discussed in #1 above.

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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:

Stantec will provide the Project Manager, Project Technical Lead and QA/QC for the duration of the project.

Protégé:

Chao will provide staff for field reconnaissance, alternative analysis, PER, surveying, design/details, and permitting.

Subcontractors:

Chao and Associates, Terracon for geotechnical investigations, and GEL Geophysics for utility location potholing

Special Arrangements:

None

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

a. Description of Mentor's responsibilities:

Stantec will manage the project, lead all tasks, and provide QA/QC for all work completed by protege.

b. Description of Protégé's responsibilities on project:

Chao will provide field reconnaissance, alternative analysis, contributions to the Preliminary Engineering Report, surveying, easement map preparation, design and details, and permitting.

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

Stantec and Chao will partner on kickoff meeting, progress meetings, field reconnaissance, alternative development and evaluation, design and permitting.

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

All phases will involve Chao. Durations are Preliminary Engineering (6 mos.), Preliminary Design (8 mos.), Final Design (8 mos.), Permitting (6 mos.), and Bidding and Award (5 mos.)

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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?**

Stantec and Chao will hold internal monthly meetings outside of progress meetings with the Client. We will review as a team our burn rate, deliverable status and quality control to identify any potential for straying from the project requirements and create mitigation strategies as needed.

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

Our goal is to ensure we provide quality deliverables to the City on time and within budget while providing Chao the ability to grow the services that they offer. We will track our actuals against the budgets and schedules submitted. For future projects, Stantec would like to team with Chao, with Chao having a larger role or performing as the prime.

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

Stantec and Chao will have an internal kickoff meeting prior to meeting with the Client for the project kickoff to define expectations and roles. From this point, we will have monthly internal meetings and calls to discuss work completed and concerns. As needed, Stantec will meet with Chao to provide guidance in planning and design.

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

Chao will submit invoices and progress reports on a monthly basis. Stantec will include these invoices into the overall invoice and reporting to the Client. Once Stantec receives payment from the Client, payment will be released to Chao within one week.

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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
Terracon	8035183788	521 Clemson Road	Rob Stout	$17,350	N/A	2.57
		Columbia, SC 29229				
GEL Geophysics LLC	8437697379	2040 Savage Road	Rob Stout	$11,200	N/A	1.66
		Charleston SC29407				

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: $141,950

Percentage of Contract: 21.04% (Minimum of 20% of total contract amount is required)

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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 Stantec (Mentor Firm) this 6 day of July 2018.
Corporate SEAL

By: [signature]
Title: Vice President

ATTEST:
By: [signature]
Title: Principal Engineer

STANTEC CONSULTING SERVICES INC. Corporate Seal

EXECUTED by Chao and Associates (Protégé Firm) this 6th day of July 2018.
Corporate SEAL

By: [signature]
Title: President

ATTEST:
By: [signature]
Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 9 day of JULY, 2018.

By: Juliet Kelly
Title: Compliance Specialist

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.

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

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: 8/8/18

Stantec Consulting Services, Inc.
2127 Ayrsley Town Boulevard Suite 300
Charlotte, NC 28273

RE: Agreement between Stantec Consulting Services, Inc., and the City of Columbia for services to the Lower Rocky Branch Relief Sewer Phase I project (5529999-SS7466-658650)

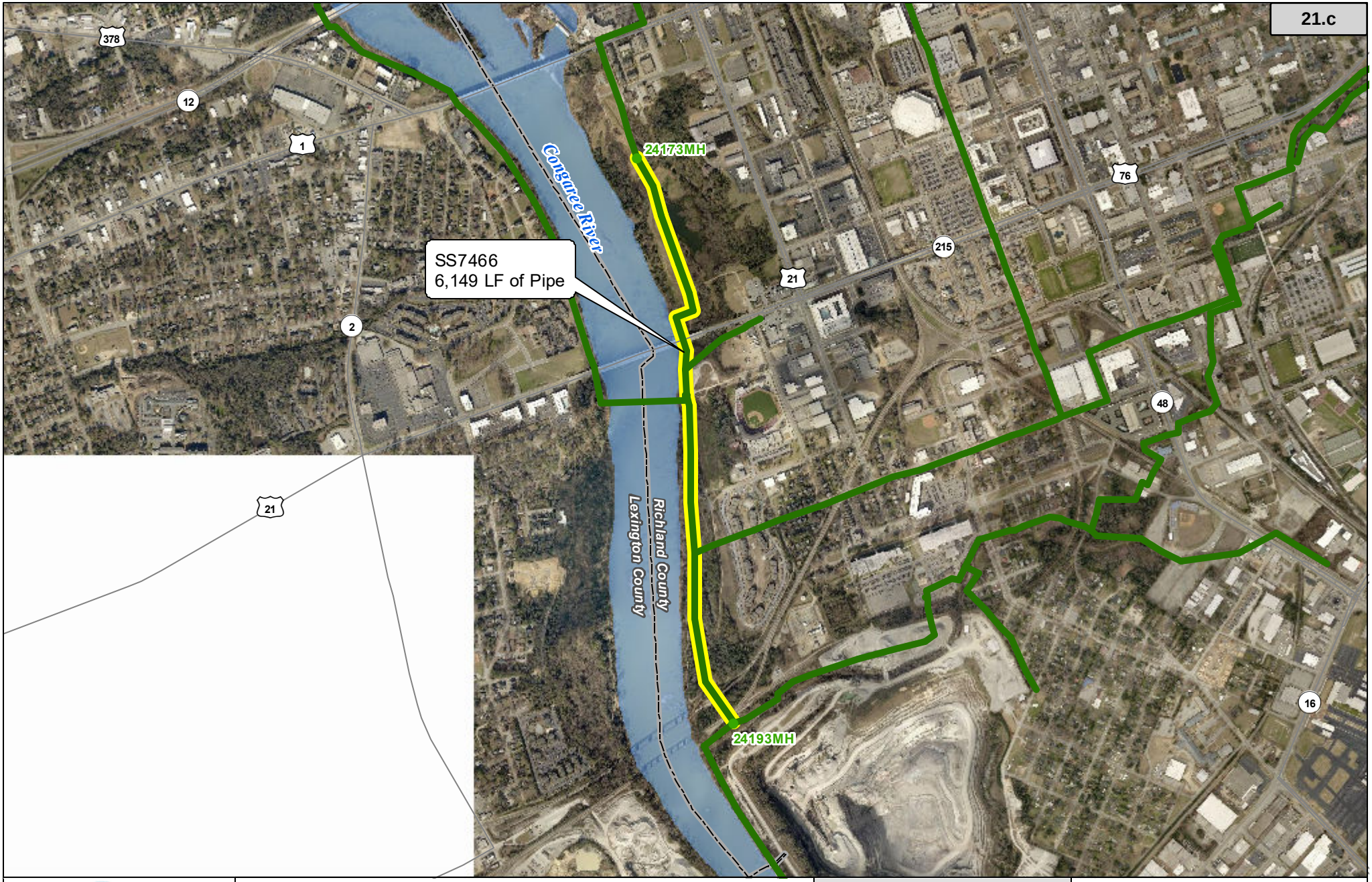
Dear Sir/Madam:

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.

Rob Stout

Signtaure of Recipient
PRINT Rob Stout



Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

PIA: April 19, 2018
Production_Maps\Project Location_Maps\GIP\SS7466

Starting and Ending Sewer Manholes

SS7466

Major Gravity Mains (>=15")

N

1 inch = 0.25 miles

0 0.25 Miles

SS7466
Lower Rocky Branch Relief Sewer Phase I

Prepared For:

We Are Columbia

MEETING DATE: **September 4, 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. 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)

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

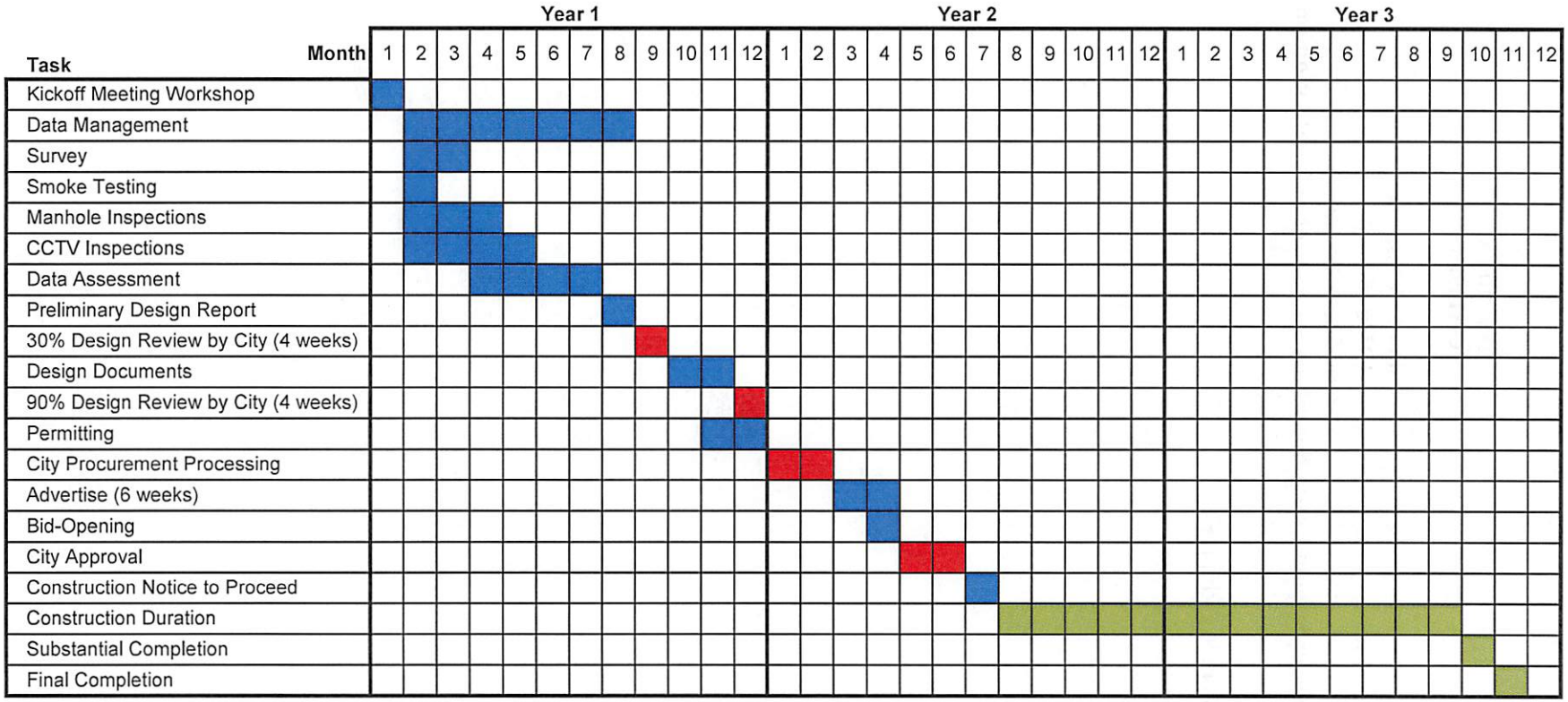


Exhibit D

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.

22.a

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

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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.

22.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 Maclaszek, 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

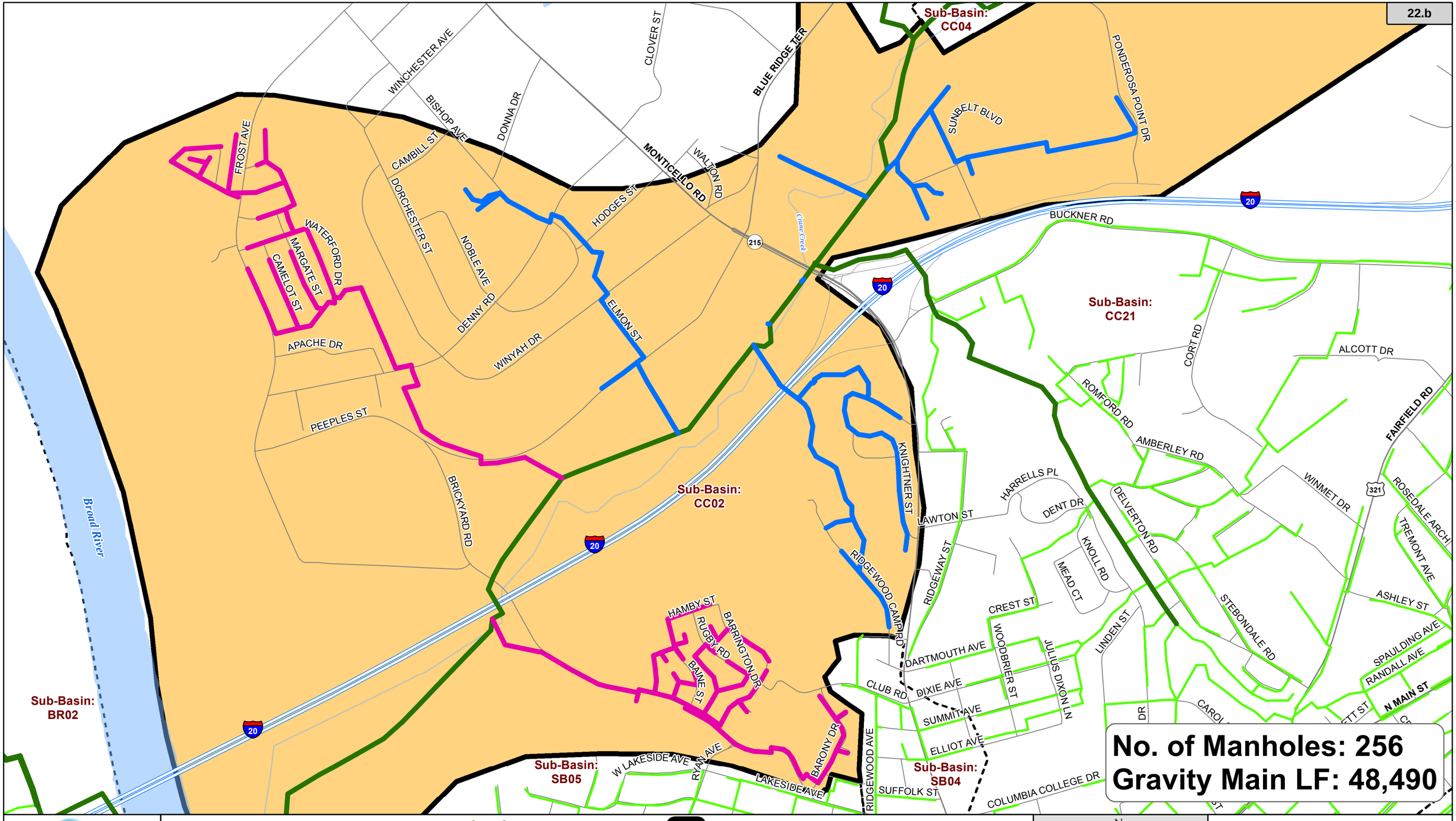
_____
Signature

_____
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.
VIRTUTIS VIRTUTUM GRADUS
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
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

We Are Columbia

JBB: 3/02/2018
CW2020_Master\Production_Maps\ProjectLocation_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 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **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**

PURPOSE: **First reading approval was given on August 14, 2018.**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2018-042 purchase 1123 Columbia College Dr (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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

WHEREAS, the subject property located at 1123 Columbia College Drive has been damaged due to stormwater runoff during heavy rain events on several occasions. After responding to complaints made by the property owner, the City's Engineering and Stormwater Divisions have reviewed the conditions of the stormwater system in this area and determined that the best solution would be to purchase the subject property, demolish the structure and create a stormwater utility site; and,

WHEREAS, the property owner agreed to the proposal for the City to acquire the subject property for the appraised value of Sixty-five Thousand and No/100 ($65,000.00) Dollars; and,

WHEREAS, approval is recommended by the Director of Engineering; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2018, that the City Manager is hereby authorized to execute any documents necessary, as approved by the City Attorney, to consummate the purchase of 1123 Columbia College Drive to the City of Columbia for a stormwater utility site for the sum of Sixty-Five Thousand ($65,000.00) Dollars.

The referenced property is shown on a plat dated April 25, 2018, prepared by the City of Columbia, David S. Sharpe, S.C. R.L.S. #10509, for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #251-113. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

(Funding Source: 5534202 – 638305)

Requested by:

Assistant City Manager Shealy

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

EXHIBIT A

SUBDIVISION PLAT

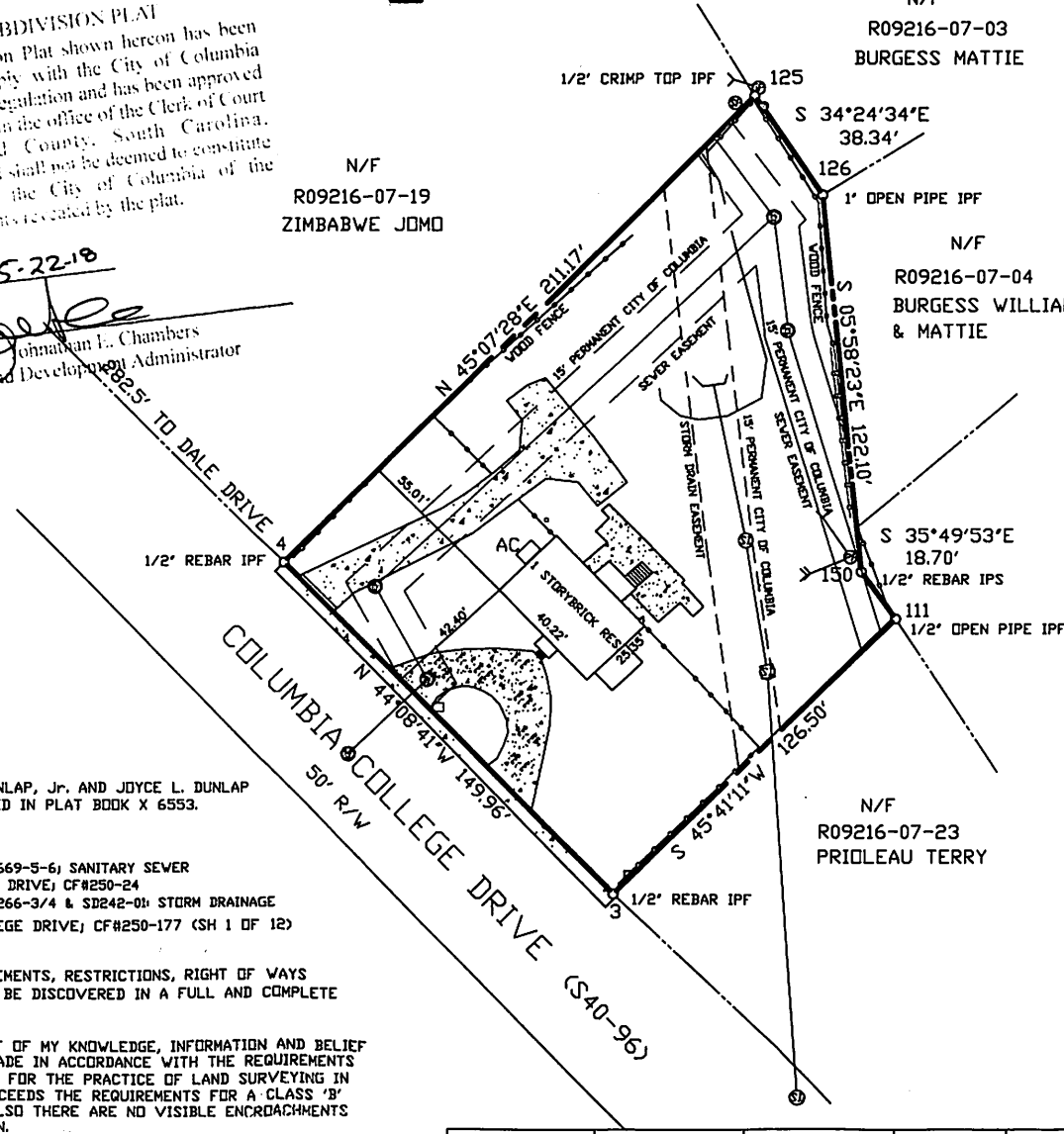
The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the improvements created by the plat.

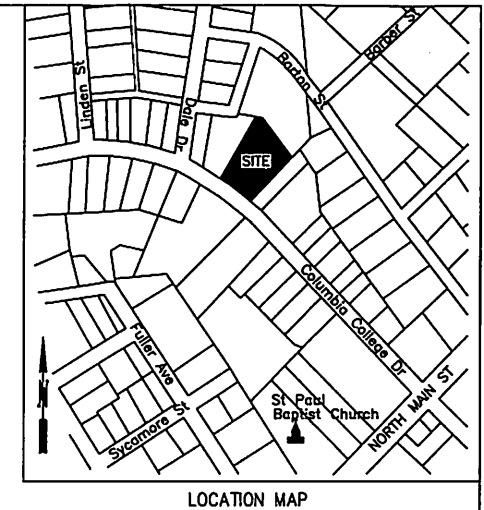
5-22-18
Date

Johnathan L. Chambers
Land Development Administrator

LEGEND

- IRRAGATION VALVE
- TELEPHONE MH
- ELECTRIC MH
- GAS VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- CATCH BASIN
- STORM DRAIN MANHOLE
- LIGHT POLE
- SERVICE POLE
- GUY POLE
- POWER POLE
- PH PED
- WATER VALVE
- STORM DRAIN CONC TOP
- FIRE HYDRANT
- SANITARY SEWER CO
- ELECTRIC METER
- GAS METER
- GAS LINE
- SEWER LINE
- WATER LINE
- OVER HEAD ELECTRIC





LOCATION MAP
1" = 1000'

REFERENCE PLATS:

1. PLAT PREPARED FOR FRANK E DUNLAP, Jr. AND JOYCE L. DUNLAP DATED: OCTOBER 5, 1976 RECORDED IN PLAT BOOK X 6553.
2. TMS 009216-07-18
3. CF# 20-4200 1(1927)
4. CITY OF COLUMBIA CIP PROJECT# SS669-5-6; SANITARY SEWER RELOCATION AT 1123 COLUMBIA COLLEGE DRIVE; CF#250-24
5. CITY OF COLUMBIA CIP PROJECT# SD266-3/4 & SD242-01: STORM DRAINAGE IMPROVEMENTS TO COLUMBIA COLLEGE DRIVE; CF#250-177 (SH 1 OF 12)

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509
DATE: APRIL 25, 2018

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. NO. 45079C0241L DATED DECEMBER 21, 2017.

Point	Northing	Easting	Elev.	Description
3	805533.03	1989509.80	278.01	IPF 1/2 "REBAR
4	805640.65	1989405.36	276.97	IPF 1/2 "REBAR
111	805621.41	1989600.32	276.28	IPF 1/2 "O.P.
125	805789.64	1989555.00	271.13	IPF 1/2 "CRIMP TOP
150	805636.57	1989589.37		IPS 1/2 "REBAR

PLAT PREPARED FOR

CITY OF COLUMBIA

1123 COLUMBIA COLLEGE DRIVE
R09216-07-18

LOCATED IN RICHLAND COUNTY, COLUMBIA , SOUTH CAROLINA

40 0 40 80 120
GRAPHIC SCALE - FEET 1"=40'

TOTAL AREA
0.596 ACRES
25,986.07 SQ. FT

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA
A Capital Pl

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **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)**

PURPOSE: **First reading approval was given on August 14, 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, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2018-043 Lorick Place inclusion in industrial park (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the City previously condemned the West Avenue Apartments, a rental housing facility located at 3800 West Avenue in the City of Columbia; and,

WHEREAS, the Housing Authority of the City of Columbia (the "CHA") and its affiliate Columbia Housing Authority Developments, Inc. a South Carolina non-profit corporation controlled by CHA ("CHAD") acquired the land and demolished the buildings of the West Avenue Apartments; and,

WHEREAS, the CHA and CHAD intend to develop an 87-unit low income rental housing project on the site of the former West Avenue Apartments to be known as Lorick Place Apartments (the "Project"); and,

WHEREAS, CHA expects that the Project will receive assistance payments from the U.S. Department of Housing and Urban Development ("HUD") under Section 8 of the National Housing Act; and,

WHEREAS, the Project will utilize low income housing tax credits ("LIHTCs") to obtain equity necessary to finance a portion of the costs of the development of the Project; and,

WHEREAS, to access the LIHTCs the Project will be owned by Lorick Place, LLC, a South Carolina limited liability company (the "Company") the managing member of which is Columbia Housing Authority Developments – Lorick, LLC, a South Carolina limited liability company (the "Managing Member") wholly owned by CHAD; and,

WHEREAS, to support the operations of the CHA, the City and CHA entered into that certain cooperation Agreement dated March 21, 1979 attached hereto as Exhibit "A" (the "Cooperation Agreement") under which CHA would make payments to the City in lieu of tax for low rent housing projects exempt from ad valorem tax equal to 10% of "shelter rents" defined in the Cooperation Agreement; and,

WHEREAS, the Project is a "project" as defined under the Cooperation Agreement; and,

WHEREAS, CHA expects that the 10% of the Shelter Rent to be received under the Project will be $9,634.00 per year; and,

WHEREAS, rentals charged to tenants in the Project will be restricted to be affordable under HUD guidelines; and,

WHEREAS, due to such rent restrictions and the cost of development, the Project cannot be developed unless it receives a property tax incentive similar to that available under the Cooperation Agreement; and,

WHEREAS, CHA and the Company approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Company ("Credit Agreement"); and,

WHEREAS, to grant the Company the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("Fairfield"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"); and,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant the Park Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and, NOW, THEREFORE:

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the Credit Agreement with the Company related to the Project.

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the net FILOT payment to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive a portion of

the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

3. The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance.

4. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

First Reading:
Second Reading:

Mayor

ATTEST:

City Clerk

DRAFT

ORDINANCE NO.: 2018-043
EXHIBIT A

DESCRIPTION OF PROPERTY

Approximately 5.8 acre tract of land located at 3800 West Avenue, Columbia, South Carolina, 29203, TMS Numbers R09213-04-14; R11601-24-01; R11601-24-02; R11601-24-03; R11601-24-04; R11601-24-05; R11601-24-06; R09213-08-01; R09213-08-02; R09213-08-03; R09213-08-04; R09213-08-05; R09213-08-06; R09213-08-07; R09213-08-08; R11601-25-04; R11601-25-05; R11601-25-06; R11601-25-01; R11601-25-02; R11601-25-03; R09213-08-09;and R09213-08-10.

Legal Description: All that certain piece, parcel or tract of land, together with improvements thereon, if any, situate, lying and being in the County of Richland, and State of South Carolina, being shown and delineated on a plat entitled "Recombination Plat Lorick Place Development", prepared for Lorick Place, LLC, by Chao & Associates, Inc., dated May 22, 2018, and recorded in the Office of the Register of Deeds for said County in Record Book 2314 at Page 1052; according to aforesaid plat the within concerned property has the following metes, bounds, courses and distances, to wit; BEGINNING AT A POINT which is an iron pin found at the northeasternmost corner of the subject premises and proceeding therefrom S4°23'30"W for a distance of 373.00 feet along the western side of the right of way of West Avenue to an iron pin found; thence turning and running N87°04'13"E for a distance of 324.00 feet along property now or formerly of CW Haynes & Co., Inc. to an iron pin found; thence turning and running N87°22'36"E for a distance of 245.02 feet along property now or formerly of CW Haynes & Co., Inc. to an iron pin found; thence turning and running N5°20'52E for a distance of 354.05 feet along property now or formerly of City Housing Co., Inc., to an iron pin found; thence turning and running N50°25'24"E for a distance of 200.32 feet along property now or formerly of City Housing Co., Inc., to an iron pin found; thence turning and running S86°06'20"E for a distance of 432.31 feet along property now or formerly of City Housing Co., Inc., to an iron pin found at the POINT OF BEGINNING; said plat is incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. Be all measurements a little more or less.

DRAFT

ORDINANCE NO.: 2018-043
EXHIBIT B

Cooperation Agreement dated March 21, 1979
Between the City of Columbia and the Housing Authority of the City of Columbia

DRAFT

COOPERATION AGREEMENT

The Agreement entered into this 21 day of March, 1979, by and between The Housing Authority of the City of Columbia, South Carolina (herein called the "Local Authority") and The City of Columbia, South Carolina (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.
(b) The term "Taxing Body" shall mean the State or any political sub-division or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project in dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, family arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects of low-rent housing as described and defined in the current Housing Assistance Plan approved by this Municipality and the Department of Housing and Urban Development and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of South Carolina, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project on any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such Annual Payment in lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year, if the Project were not exempt from taxation, bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however, that no payment for any year shall be made to any taxing body in excess of the amount of costs for improvements, facilities and services provided by such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalities accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal to the number of newly constructed dwelling units provided by such Project; provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided, further, that this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project on any other low-rent housing project, or (ii) any Project located in a rural non-farm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project or Projects and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes shall:
(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;
(d) Accept grants of easements necessary for the development of such Project; and
(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
(b) It will accept necessary dedications of land, for and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
(c) It will provide or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privatedly owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payment in Lieu of Taxes or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement hereto fore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by the Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project or Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or Projects or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had adquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

Attest: _____
(Title)

(Corporate Name of Local Governing Body)

By _____
(Title)

THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA

By _____
(Chairman)

(SEAL)

Attest: _____
(Secretary)

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **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)**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0008_Winmet_Fairfield (PDF)
- #b: 2018-034 annex-incorporate Winmet & Fairfield (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 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
527 Winmet Drive, 531 Winmet Drive and 5219 Fairfield Road(p); TMS# 11702-02-13, 11702-02-14 and 11702-02-20(p)

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)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant
Proposed Use: Religious Organization
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District (RG-1)
Census Tract: 106

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$710** annually to provide service for the proposed development based upon current calls for service for similar uses 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
There is no impact expected on Solid Waste for this proposed use.

Engineering
It is anticipated that the Utilities and Engineering Division **will not incur any costs** associated with this annexation. Water service is available, and sewer service is available to an adjacent property owned by the petitioner.

Water Customer Care
Annexation will make these properties eligible for in-city rates. Any development on these properties would likely result in new water & sewer revenue.

Planning & Development Services
These properties are within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation. The property will be used as part of a religious organization, and as such, there is no anticipated annual City property tax revenue.

* 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 Urban Core Community Activity Center (UCAC-2); the property is currently classified as Mixed Residential-High Density by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a 3-5 mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers

means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods

Primary Types:

- Small and Medium Format Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is within the study area of the *Walkable 29203 Pedestrian Master Plan* (2017). Specific to the subject property, the Plan recommends sidewalk infill and traffic calming along Winmet Drive between Glenthorne Road and Fairfield Road (pgs. 95-96). The Plan also makes broader policy and program recommendations for the 29203 area to improve walkability, the perception of safety, and access to healthy foods and recreational opportunities.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East, General Residential District (RG-2) to the North and Single-Family Residential District (RS-1) to the South. Surrounding parcels within unincorporated Richland County are currently zoned RM-MD to the East.

The proposed City of Columbia zoning district is General Residential District (RG-1).

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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classifications of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Residential District (RG-1) at the time of annexation.

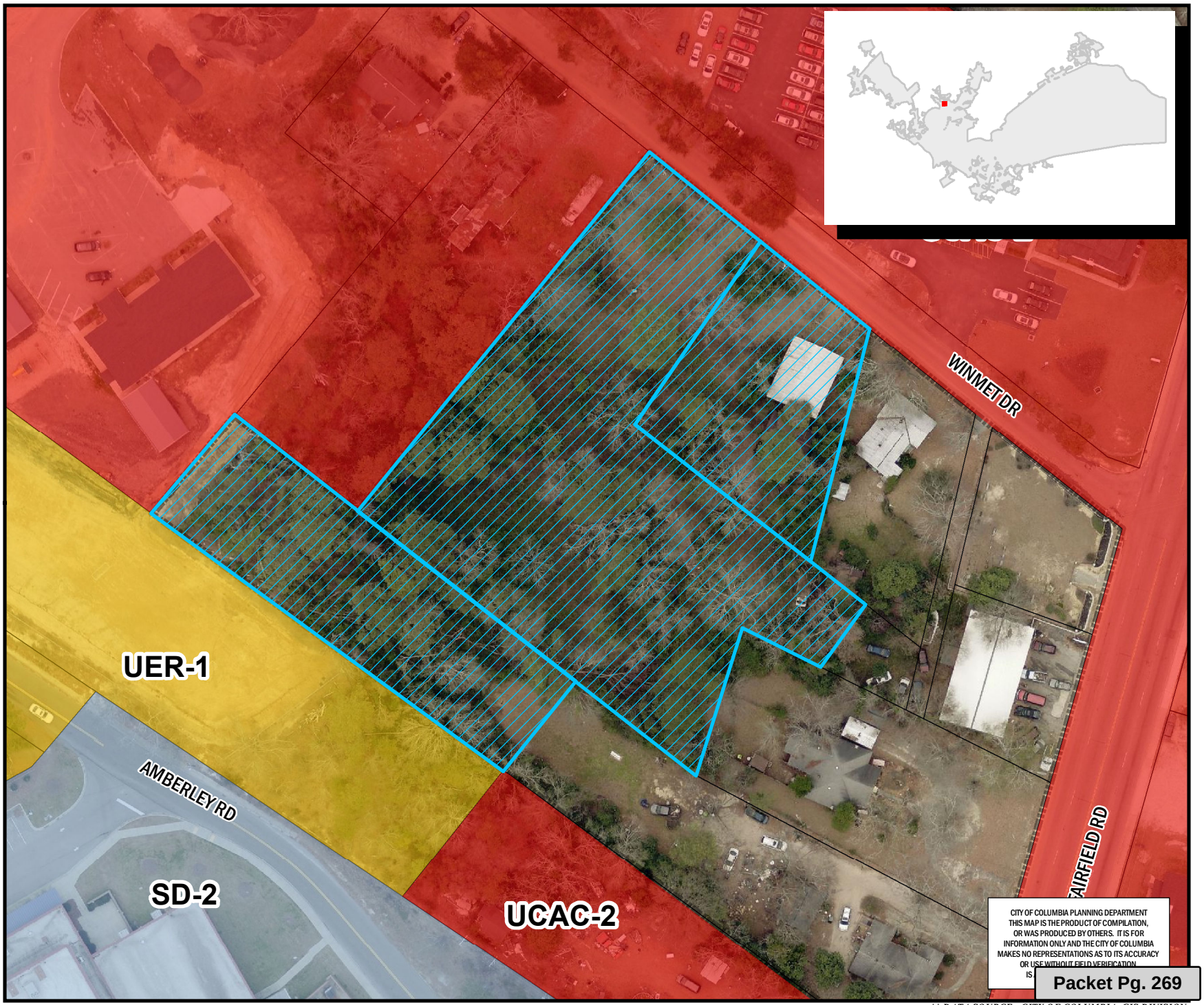
01/29/2017

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Future Land Use Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 1170
Existing FLU: Mixed Residential-High Density, Proposed FLU: UCAC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

CITY OF COLUMBIA PLANNING DEPARTMENT
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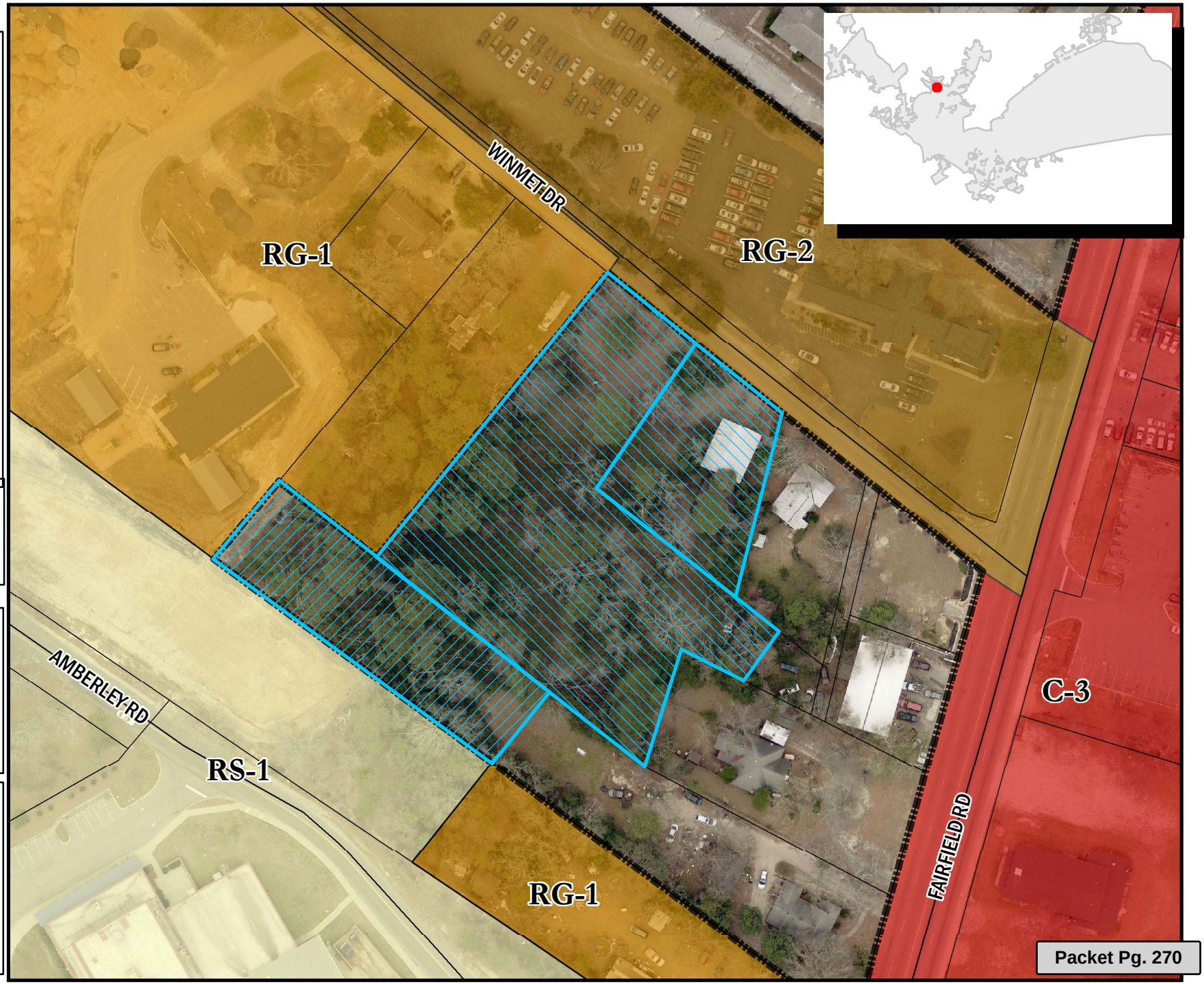
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 11702-
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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
May 14, 2018

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

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

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 (RG-1), apportioned to City Council District 1, Census Tract 106, contains 1.86 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"
Richland County TMS NO.: 11702-02-13, 11702-02-14 and 11702-02-20(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/12/2018
18001172

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-034

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being on the southern side of Winmet Drive, north of the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as a Vacant Lot, No. 527 Winmet Drive, totaling 1.14 acres, more or less, and No. 520 Winmet Drive, totaling 0.38 acres, more or less, as shown on a plat prepared for Masjid Noor Ul Huda by Baxter Land Surveying, Co., Inc., dated March 15, 2017, recorded in the Office of the Register of Deeds for Richland County at Book 2201 Page 3084; and having such shapes, courses, distances, metes and bounds as shown upon said latter plat; all measurements being a little more or less, to which reference is hereby craved as often as necessary for a more complete and accurate description.

AND

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Parcel 2, totaling 0.46 acres, more or less, as shown on a plat prepared for Masjd Noor ul Huda by Baxter Land Surveying Co., Inc., dated February 7, 2018, recorded in the Office of the Register of Deeds for Richland County at Book 2281 Page 580; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 15, 2018

RE: **Property Addresses:** 527 and 531 Winmet Drive; 0.46 acre portion of 5219 Fairfield Road
Richland County TMS#s: 11702-02-13, 11702-02-14, and 11702-02-20 (portion)
Owner(s): Minhaj ul-Quran USA
Current Use: Vacant
Proposed Use: Religious Organization
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: Residential Multifamily Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 1
Census Tract: 106

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: UCAC-2 (Land Use classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 6-0 on 6/4/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)



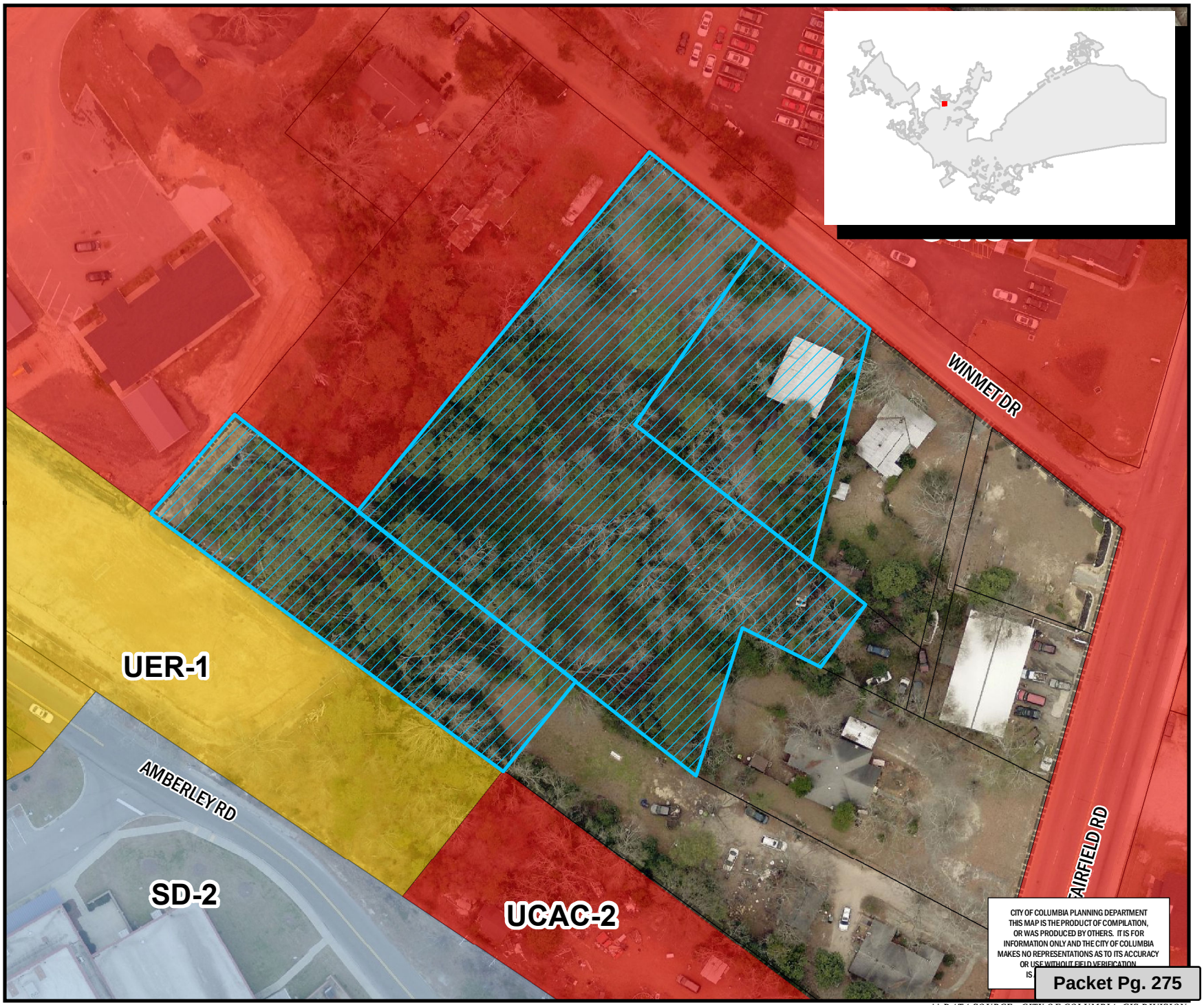
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Future Land Use Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 1170
Existing FLU: Mixed Residential-High Density, Proposed FLU: UCAC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
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May 14, 2018

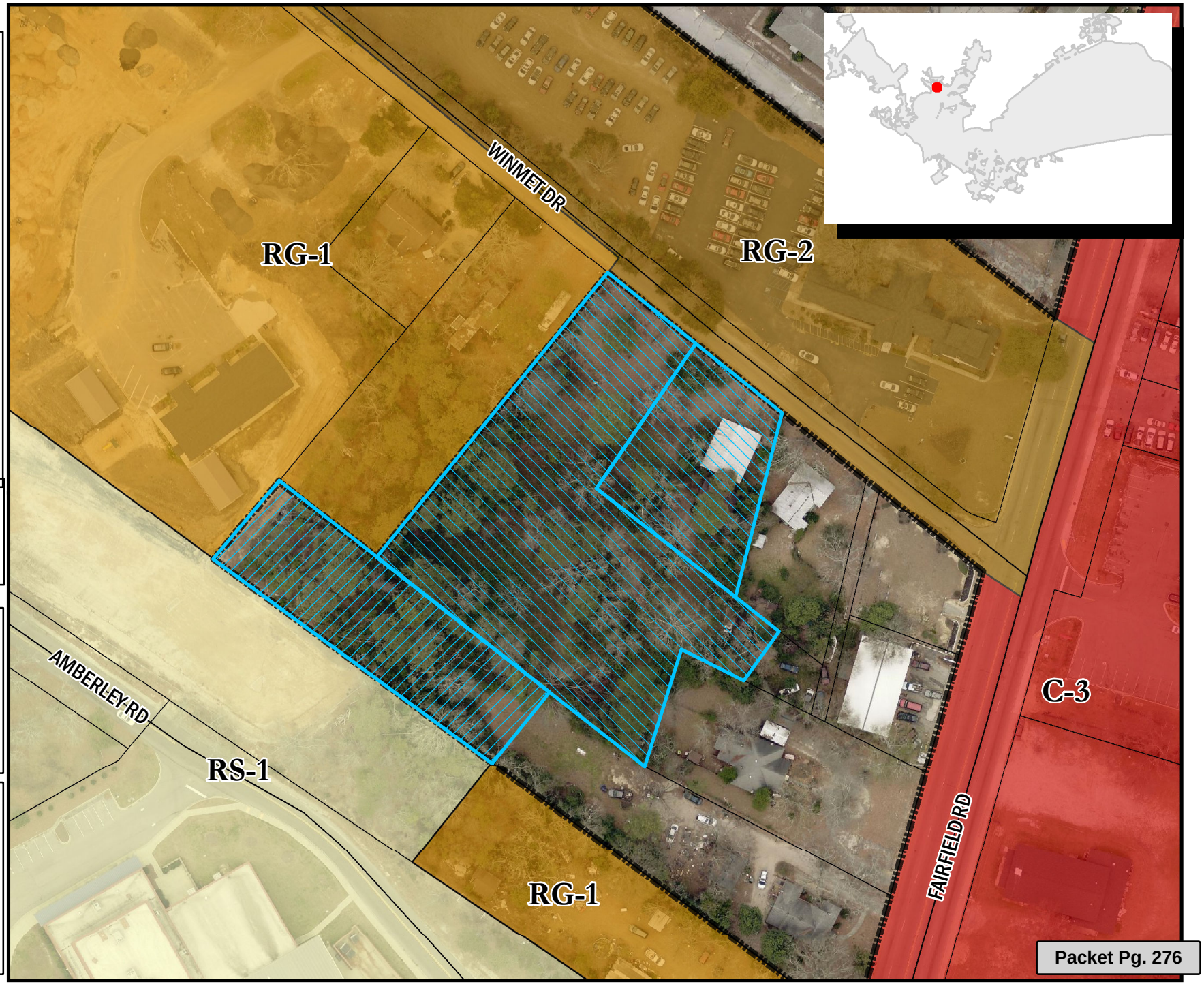
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

527 and 531 Winmet Drive and 5219 Fairfield Road(p), TMS# 11702-02-13, 11702-02-14 and 11702-
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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
May 14, 2018

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF RICHLAND)

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being on the southern side of Winmet Drive, north of the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as a Vacant Lot, No. 527 Winmet Drive, totaling 1.14 acres, more or less, and No. 520 Winmet Drive, totaling 0.38 acres, more or less, as shown on a plat prepared for Masjid Noor Ul Huda by Baxter Land Surveying, Co., Inc., dated March 15, 2017, recorded in the Office of the Register of Deeds for Richland County at Book 2201 Page 3084; and having such shapes, courses, distances, metes and bounds as shown upon said latter plat; all measurements being a little more or less, to which reference is hereby craved as often as necessary for a more complete and accurate description.

AND All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Parcel 2, totaling 0.46 acres, more or less, as shown on a plat prepared for Masjd Noor ul Huda by Baxter Land Surveying Co., Inc., dated February 7, 2018, recorded in the Office of the Register of Deeds for Richland County at Book 2281 Page 580; and having such shapes, courses, distances, metes and bounds as shown upon said plat, all measurements being a little more or less, reference being craved thereto as often as necessary for a more complete and accurate description; all measurements being a little more or less.

Richland County TMS: 11702-02-13, 11702-02-14, and 11702-02-20 (portion)
Property Address: 527 Winmet Drive, 531 Winmet Drive, and 0.46 acre portion of 5219 Fairfield Road

Minhaj al-Quran USA

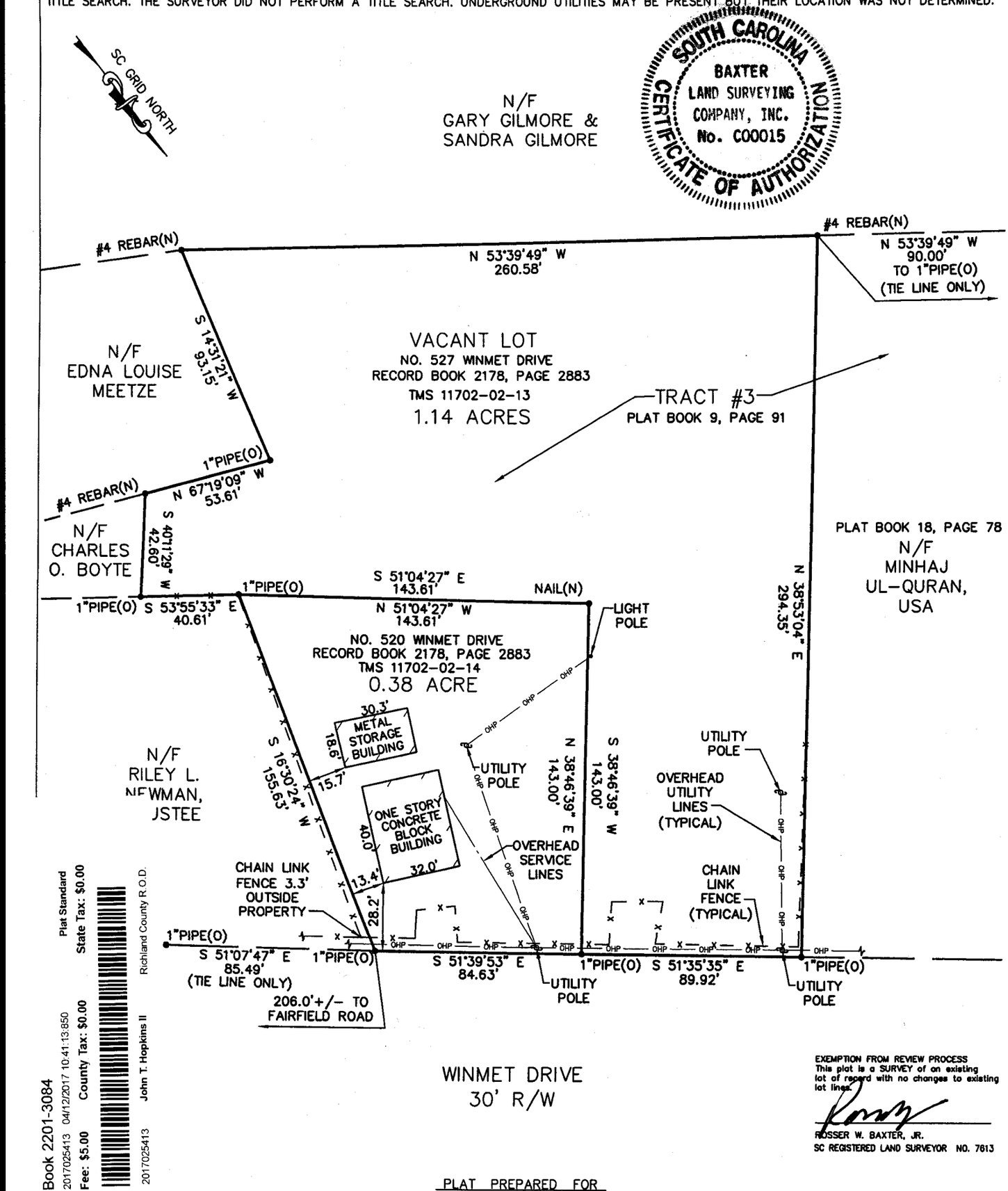
BY: M. Sadiq
(Signature)

CHAUDHRY SADIQ
(Print or Type Name)

Date: 5/14/18

Its: DIRECTOR
(Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



Book 2201-3084
2017025413 04/12/2017 10:41:13:850
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
Richland County R.O.D.
John T. Hopkins II
2017025413

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.

ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7613

PLAT PREPARED FOR

MASJID NOOR UL HUDA

FB275-1

RICHLAND COUNTY, NEAR COLUMBIA, SC

REFERENCES: (1) RECORD BOOK 2178, PAGE 2883 (2) PLAT BOOK 9, PAGE 91 (3) PLAT BOOK 18, PAGE 78

0' 20' 40' 80'

1" = 40'

MARCH 15, 2017

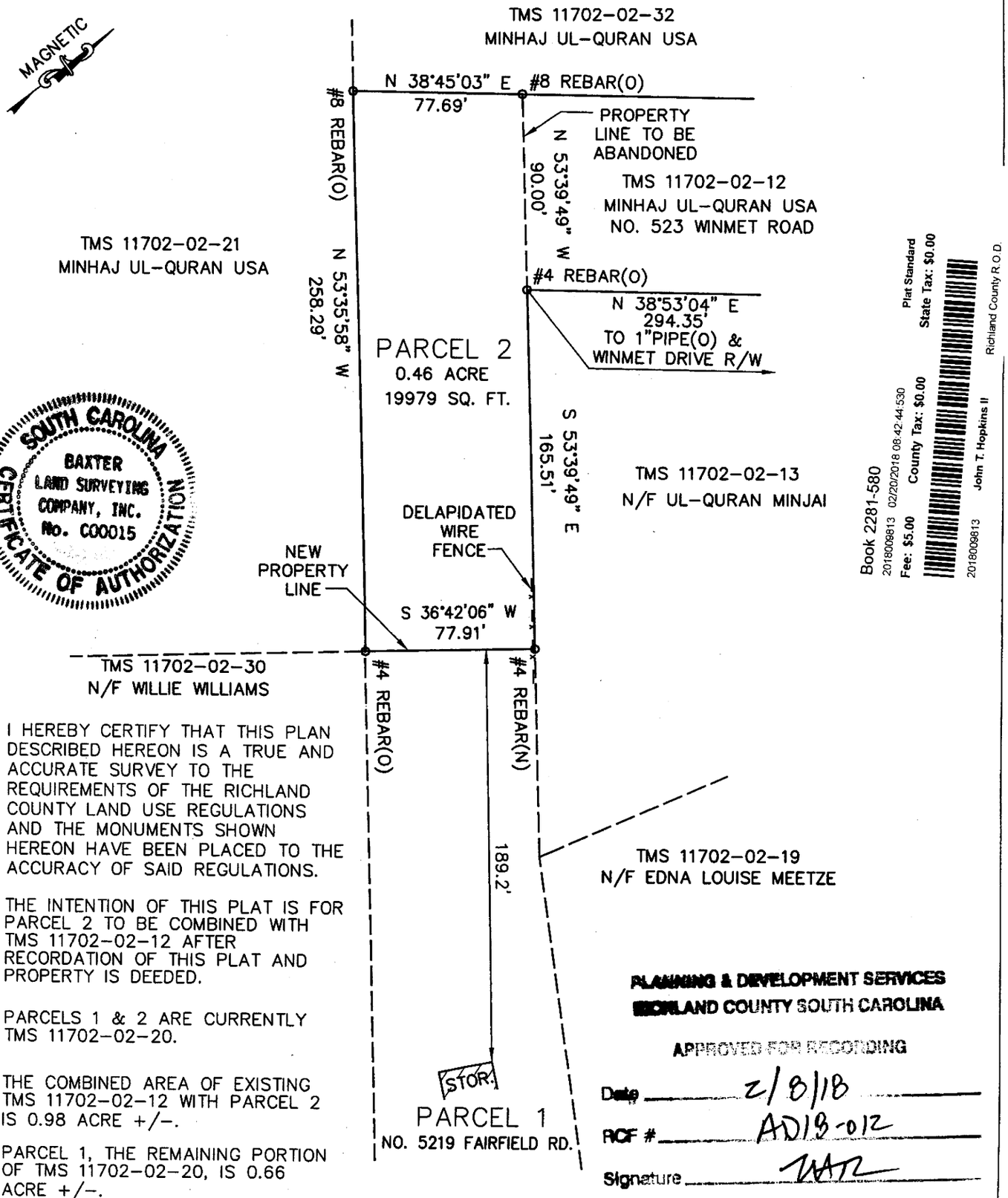
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCRLS NO. 7613

Instrument Number: 2018009813 Book/Page: R 2281/580 Date Time: 02/20/2018 08:42:44:530

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
BAXTER LAND SURVEYING COMPANY, INC. No. C00015

Book 2281-580
2018009813 02/20/2018 08:42:44:530
Fee: $5.00 County Tax: $0.00 Plat Standard State Tax: $0.00
John T. Hopkins II Richland County R.O.D.
2018009813

I HEREBY CERTIFY THAT THIS PLAN DESCRIBED HEREON IS A TRUE AND ACCURATE SURVEY TO THE REQUIREMENTS OF THE RICHLAND COUNTY LAND USE REGULATIONS AND THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED TO THE ACCURACY OF SAID REGULATIONS.

THE INTENTION OF THIS PLAT IS FOR PARCEL 2 TO BE COMBINED WITH TMS 11702-02-12 AFTER RECORDATION OF THIS PLAT AND PROPERTY IS DEEDED.

PARCELS 1 & 2 ARE CURRENTLY TMS 11702-02-20.

THE COMBINED AREA OF EXISTING TMS 11702-02-12 WITH PARCEL 2 IS 0.98 ACRE +/-.

PARCEL 1, THE REMAINING PORTION OF TMS 11702-02-20, IS 0.66 ACRE +/-.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING
Date 2/8/18
RCF # AD18-012
Signature

PLAT PREPARED FOR

MASJD NOOR UL HUDA

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS A PORTION OF PROPERTY SHOWN ON PLAT PREPARED FOR WILLIAM D. BURGESS & MATTIE MAE BURGESS, BY COX AND DINKINS, INC., DATED NOVEMBER 20, 1986, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 51, PAGE 3176.

0' 30' 60' 120'

1" = 60'

FEBRUARY 7, 2018

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

BAXTER LAND SURVEYING CO., INC.
2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCRLS NO. 7613

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2313 Apple Valley Road; TMS# 07502-01-19**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0010_2313AppleValley (PDF)
- #b: 2018-045 annex-incorporate 2313 Apple Valley (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 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
2313 Apple Valley Road; TMS# 07502-01-19

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)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Two Family Residential
Proposed Use: Two Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current Richland County Land Use: Mixed Residential High Density
Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Richland County Zoning: RM-MD
Proposed Zoning: General Residential District (RG-1)
Census Tract: 104.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$440** annually to provide service for the existing duplex 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 and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
We recommend annexation of this property. While the property is within a designated "Long Range" Urban Service Area, 21 of the 60 lots in the Apple Valley subdivision are already within the City of Columbia and services are already being provided to this area. The annual City property tax revenue generated for this duplex will be approximately **$150.**

* 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 "Long Range Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2); the property is currently classified as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Small Format Business Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area for the Broad River Corridor and Community Master Plan, which was adopted by Richland County in 2006. The property is located within the Piney Grove/St. Andrews East Neighborhood Planning Area (pg. 15), and the St. Andrews East Neighborhood Sub Area (pg. 48). The proposed land use character district for the subject property is Suburban Residential District, which is described as having a residential density of one to five dwelling units per acre. The closest Neighborhood Activity Center identified by the plan is at the intersection of St. Andrews Road and Broad River Road, and the subject property is not within a ½ mile radius of this proposed center, though it is barely outside the ½ mile radius for the node. No catalyst projects are recommended for the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RM-MD to the North and West and RS-MD to the South.

The proposed City of Columbia zoning district is General Residential District (RG-1).

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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning General Residential District (RG-1).



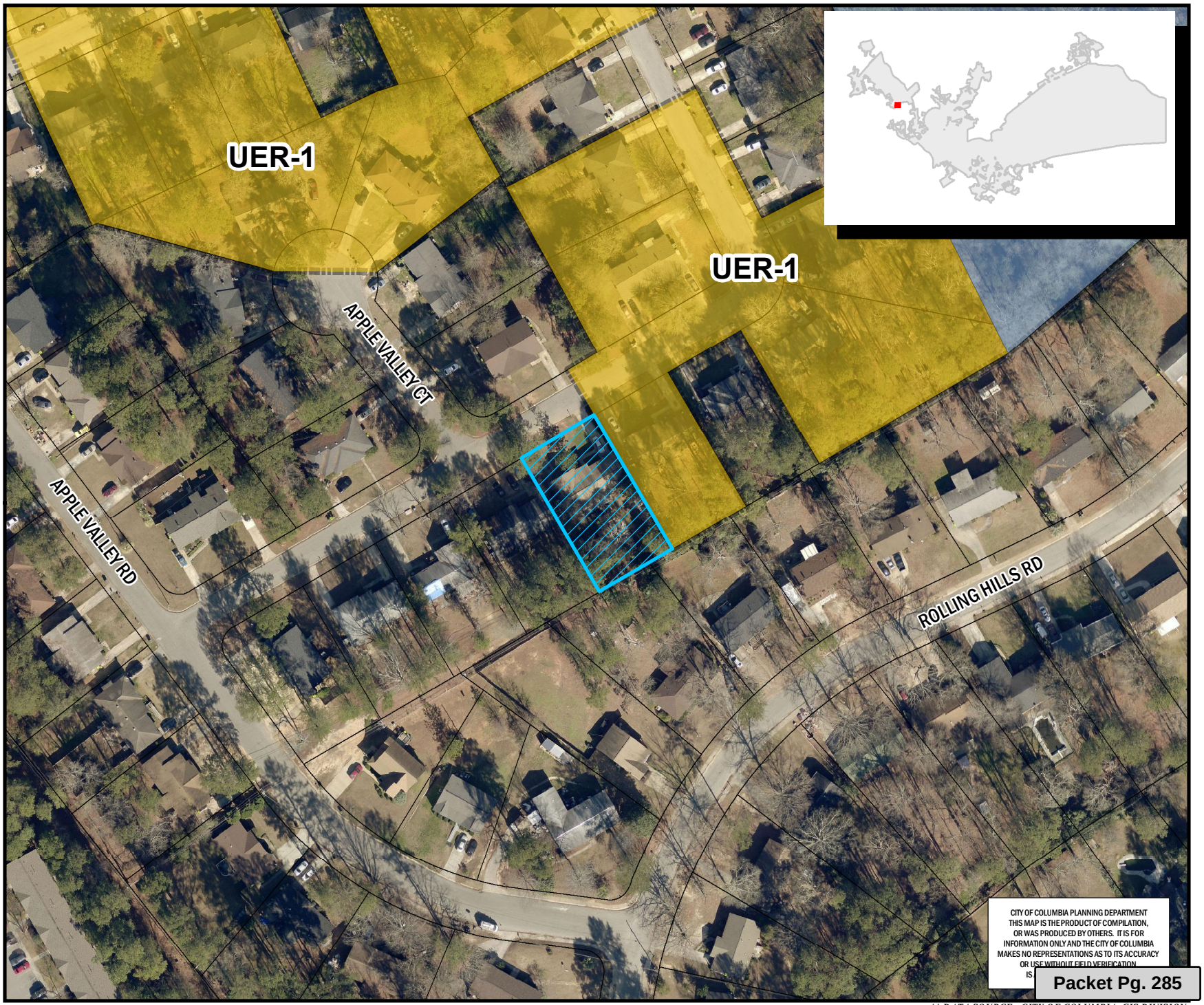
01/29/2017

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Future Land Use Map

2313 Apple Valley Road, TMS# 07502-01-19;
Current FLU: Mixed Residential High Density, Proposed FLU: UER-2

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 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

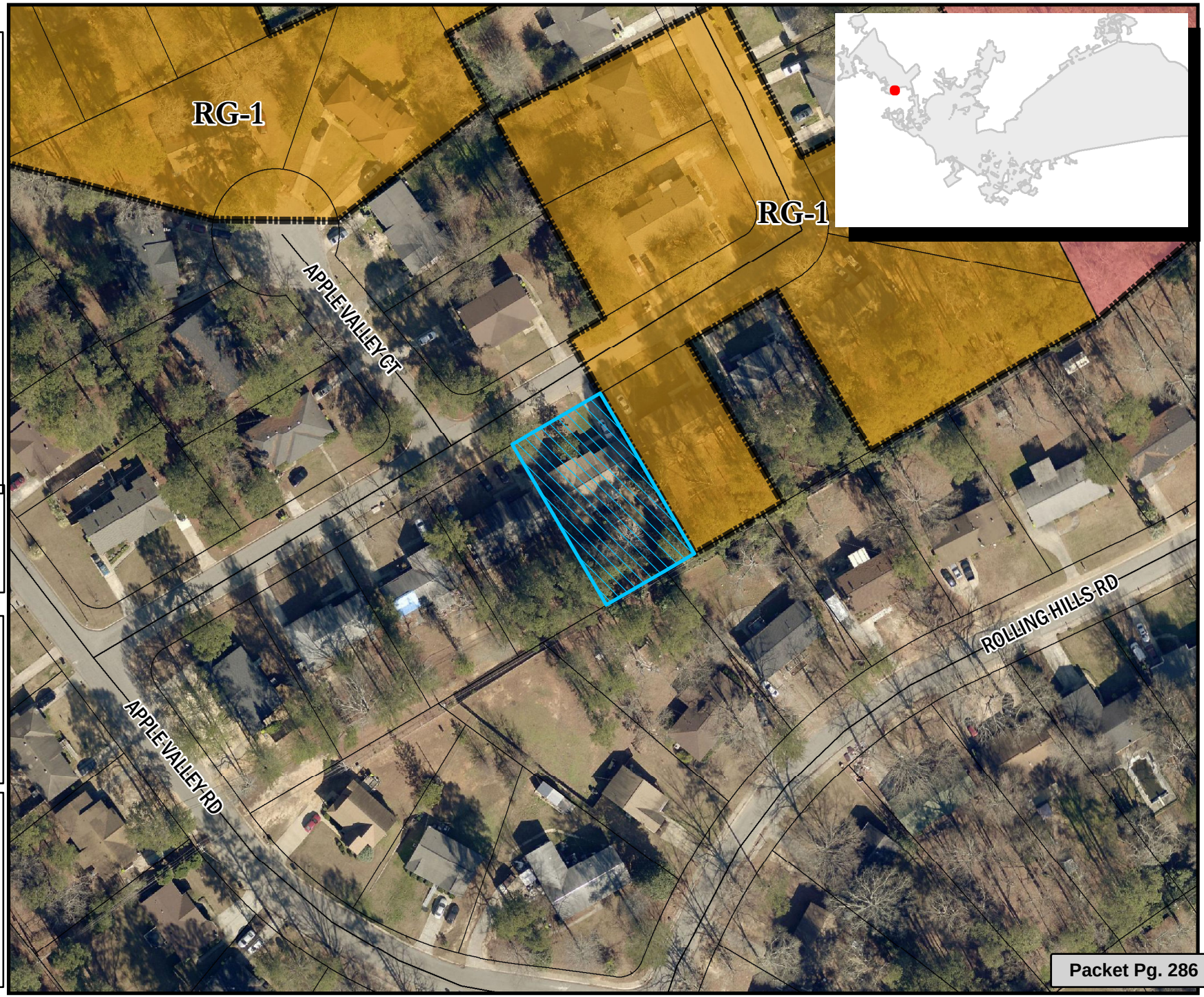
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2313 Apple Valley Road, TMS# 07502-01
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 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.: 2018-045

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

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 (RG-1), apportioned to City Council District 1, Census Tract 104.07, contains 0.27 acres, and shall be assigned a land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07502-01-19

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/16/2018
18001408

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-045

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 8.61 acres, more or less, being shown and delineated as Lot 33, Block G on a plat of Apple Valley Subdivision by McMillan Engineering Company dated Feb 1, 1964, revised March 27, 1968 and recorded in the Office of the Register of Deeds for Richland County in Plat Boo X at Page 549. Aforesaid is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes and bounds, courses and distance of property concerned herein. Be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 2313 Apple Valley Road
Richland County TMS#: 07502-01-19
Owner(s): Aurora B. Barnhill and Dudley D. Barnhill
Current Use: Two-Family Residential
Proposed Use: Two-Family Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi-family Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services/Long Range
City Council District: 1
Census Tract: 104.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 9, 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 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-2 (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

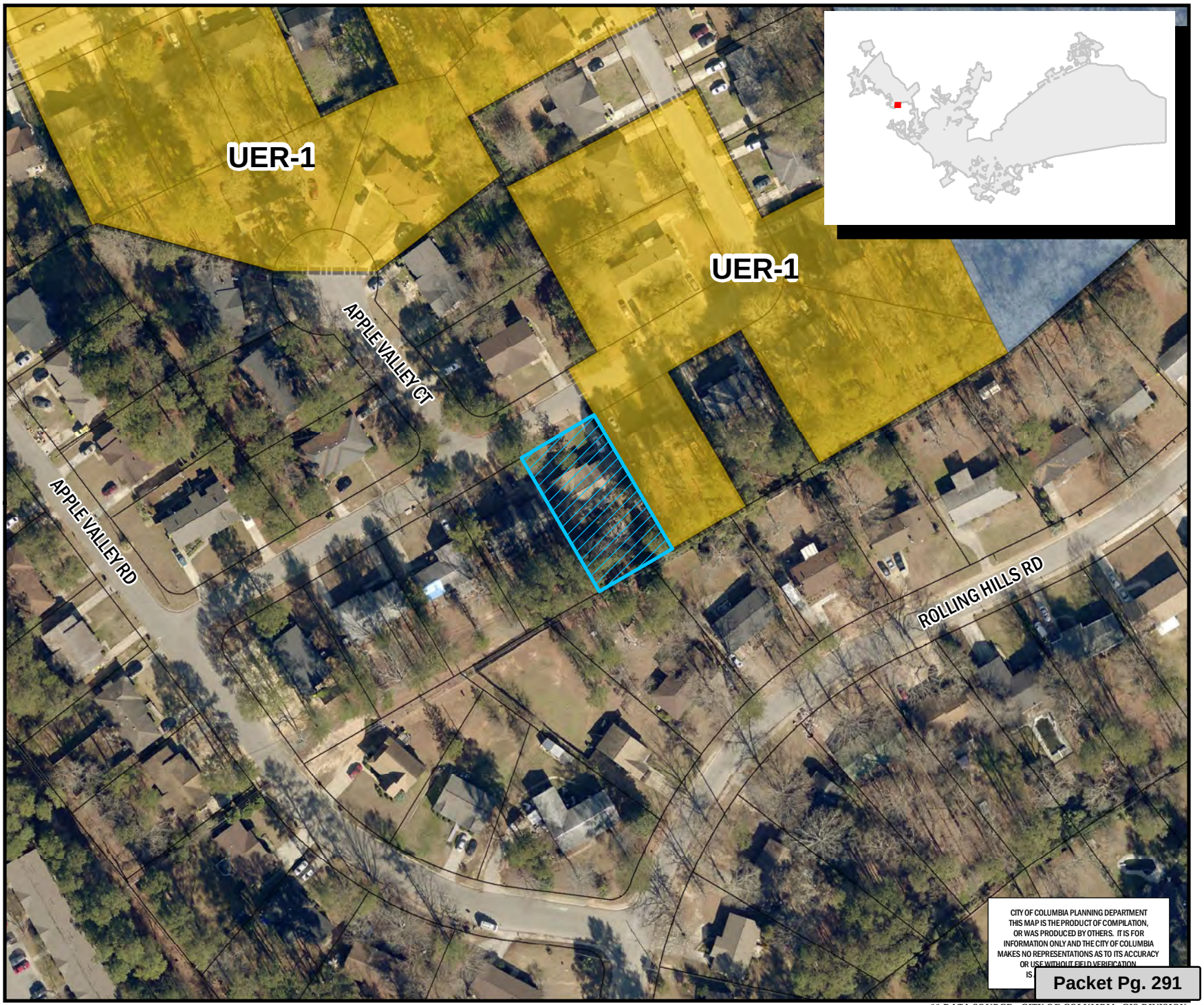


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Future Land Use Map

2313 Apple Valley Road, TMS# 07502-01-19;
Current FLU: Mixed Residential High Density, Proposed FLU: UER-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
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June 5, 2018

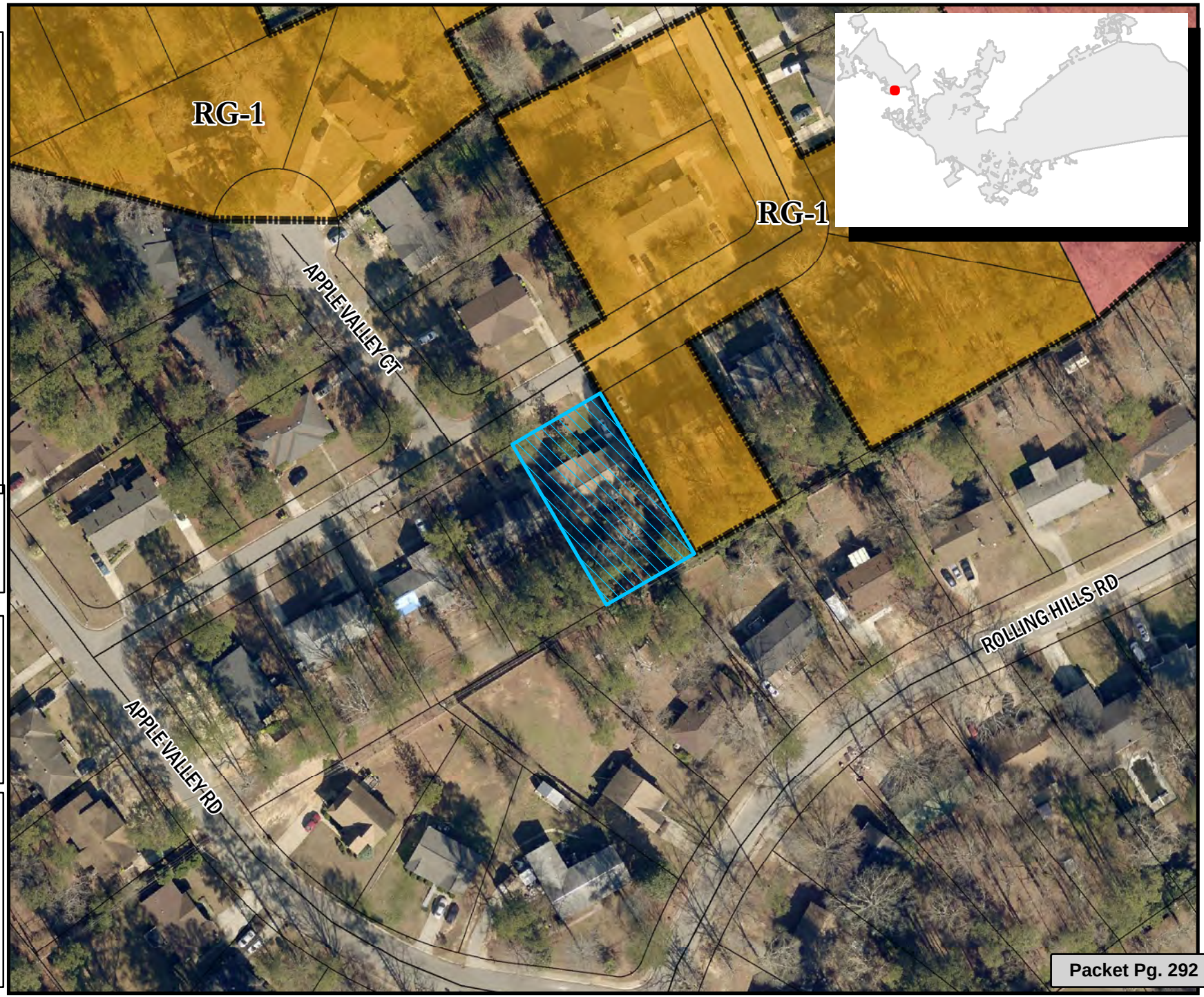
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2313 Apple Valley Road, TMS# 07502-01
Existing Zoning: RM-MD, Proposed Zoning: RG-1

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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 33, Block G on a plat of Apple Valley Subdivision by McMillan Engineering Company, dated Feb 1, 1964, revised March 27, 1968 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at page 549. Aforesaid is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes and bounds, courses and distance of property concerned herein. Be all measurements a little more or less.

Richland County TMS: 07502-01-19

Property Addresses: 2313 Apple Valley Road

BY: Aurora B. Barnhill Date: 05-16-2018

Aurora B. Barnhill

BY: Dudley D. Barnhill Date: 05-16-2018

Dudley D. Barnhill

V-544

STATE OF SOUTH CAROLINA

BLOCK

APPLE VALLEY ROAD

BLOCK "H"

APPLE VALLEY ROAD

NOW OR FORMERLY

APPLE VALLEY ROAD

BLOCK "G"

BLOCK "I"

MICHAEL ROAD

= Property to be annexed

REVISED FEB. 19 1966 TO SHOW REVISIONS IN BLOCKS G & H.
MAR. 8 1966 TO SHOW CORRECTIONS IN BLOCK G & H

NOTE
LOT DIMENSIONS ARE SUBJECT TO CHANGE WHEN STAKED IN THE FIELD

MAP OF

APPLE VALLEY

SECTION OF

ST. ANDREWS ACRES

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 2019 Joe Frazier Court; TMS# 13516-03-07**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0011_2019JoeFrazier (PDF)
- #b: 2018-046 annex-incorporate 2019 Joe Frazier (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 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
2019 Joe Frazier Court; TMS# 13516-03-07

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)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.21 acres
Current Use: Single Family Residential
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Richland County Land Use: Economic Development Center/Corridor
Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Richland County Zoning: RS-HD
Proposed Zoning: Single-Family Residential District (RS-2)
Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$240** annually to provide service for this existing 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 and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
This property is within a designated "Secondary" Urban Service Area and we recommend annexation of this property. This single family residence is on a State-owned road and adjacent to property owned by the City of Columbia. The annual City property tax revenue generated for this single family residence will be approximately **$15** based on current assessed value.

* 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 "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2); the property is currently classified as Economic Development Center/Corridor by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Small Format Business Employment
- 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 parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the North and West. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the East and MH to the South.

The proposed City of Columbia zoning district is Single-Family Residential District (RS-2).

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single-Family Residential District (RS-2) at the time of annexation.



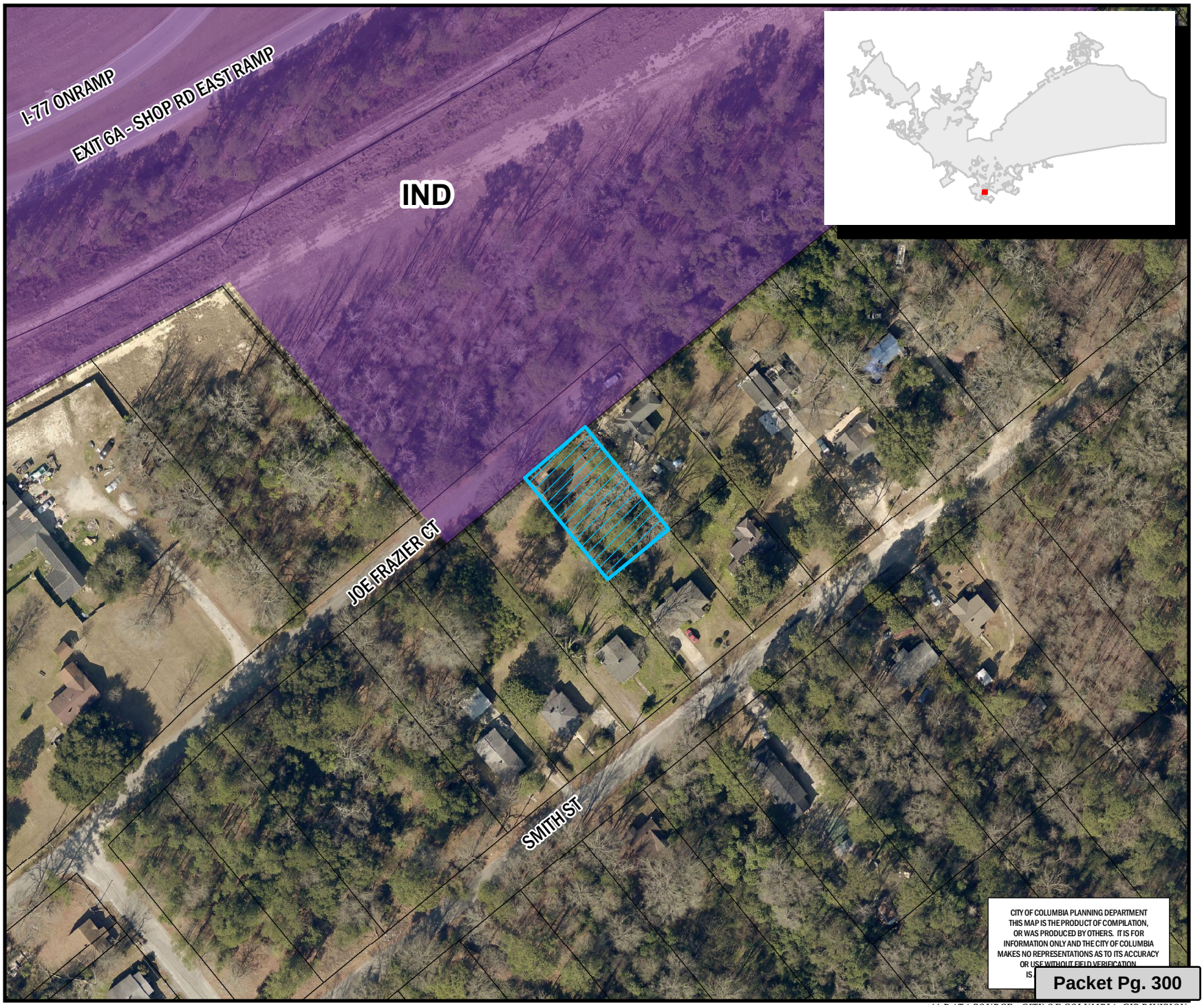
02/05/2017

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Future Land Use Map

2019 Joe Frazier Court, TMS# 13506-03-07;
Existing FLU: Economic Development Center/Corridor, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

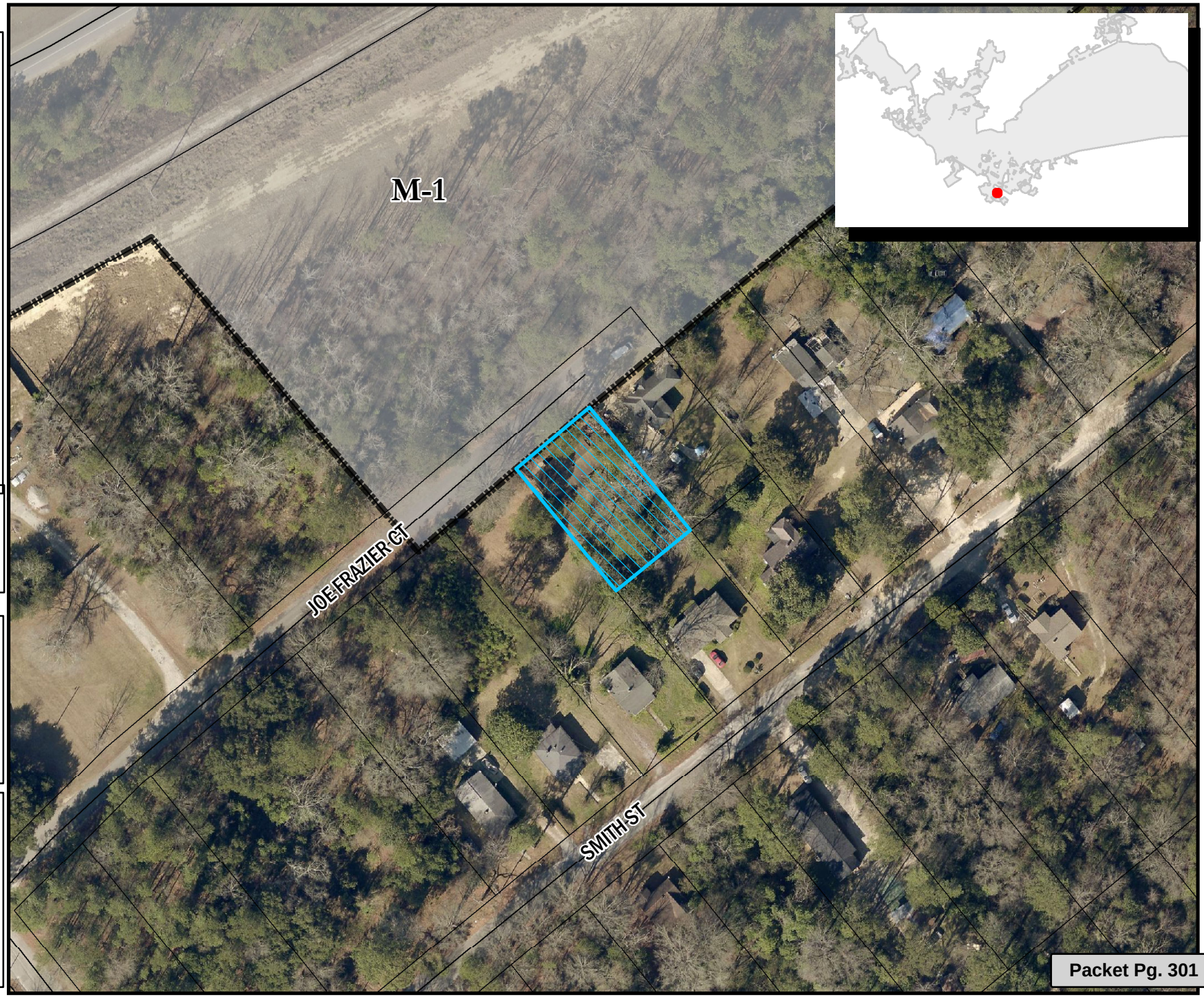
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2019 Joe Frazier Court, TMS# 13516-03
Existing Zoning: RS-HD, Proposed Zoning: RS-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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 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

LEGAL DEPARTMENT DRAFT

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

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 Single Family Residential District (RS-2), apportioned to City Council District 3, Census Tract 117.02, contains 0.21 acres, and shall be assigned a land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13516-03-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/24/2018
18001407

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-046

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as the Northwestern one-half (1/2) of Lot Eight (8), Block "H", on a plat prepared for Allied Corporate, by C.D. Caughman, Reg. Surveyor, last revied June 1, 1964, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 4 at Page 536; said lot being bounded and measuring as follows: on the Northeast by lot Nine (9), Block H, on said plat whereon it measures One Hundred Twenty-five (125') feet, more or less, on the Southeast by the remaining portion of Lot No. Eight (8), Block H on said plat, whereon it measures Seventy-five (75') feet, more or less, on the Southwest by Lot No. seven (7), Block H, on said plat whereon it measures One hundred Twenty-five (125') feet, more or less; and on the Northwest by an unnamed street or alley way on said plat, whereon it measures Seventy-five (75') feet, be all measurements a little more or less.

Last revised: 7/24/2018
18001407

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 2019 Joe Frazier Court
Richland County TMS#: 13516-03-07
Owner(s): Henry Goodson
Current Use: Single Family Residence
Proposed Use: Single Family Residence
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Single Family High Density (RS-HD)
Proposed City Zoning: Single Family Residential (RS-2)
Reason for Annexation: Municipal Services/Secondary Area
City Council District: 3
Census Tract: 117.02

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 9, 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 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-2 (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)



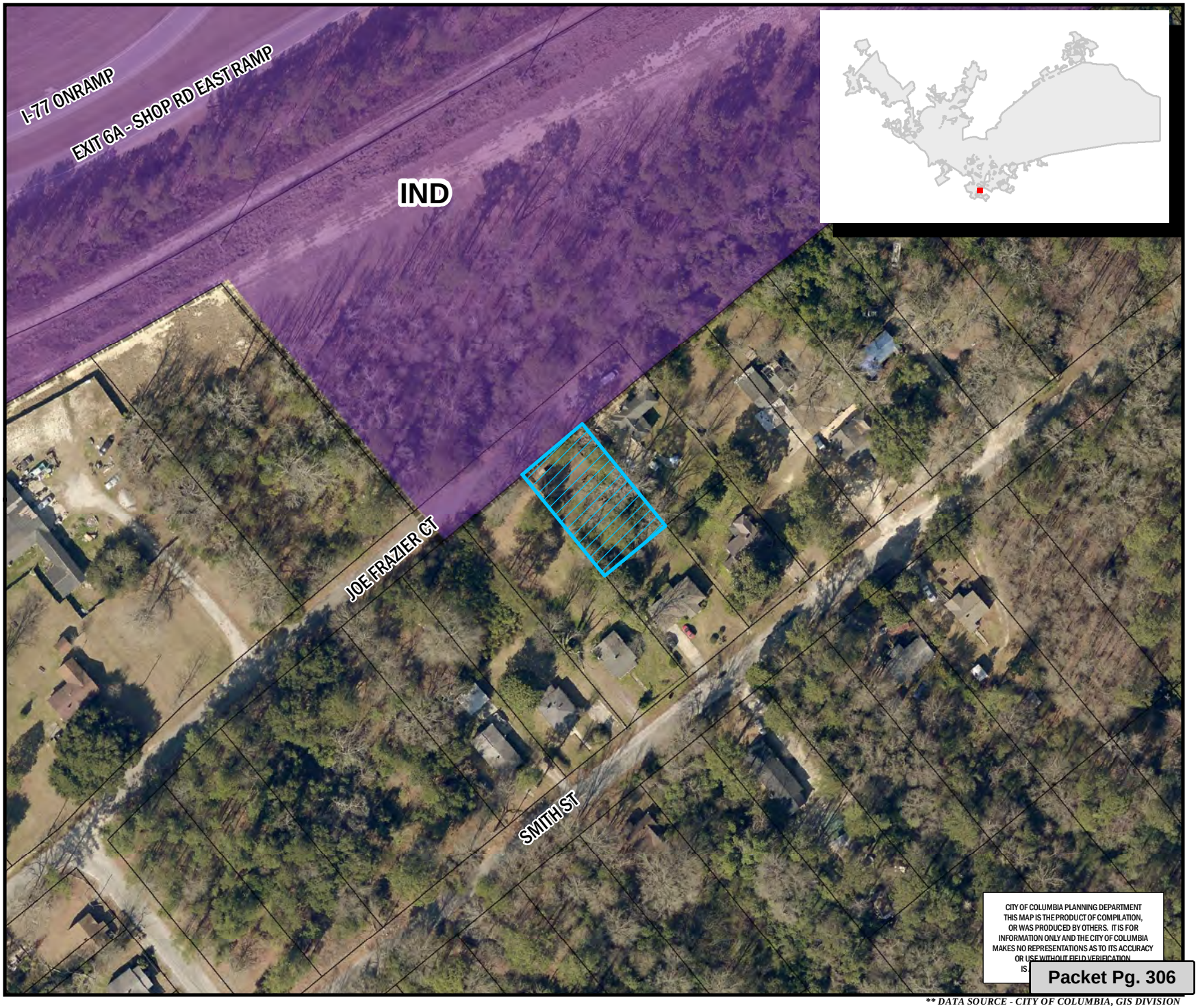
02/05/2017

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Future Land Use Map

2019 Joe Frazier Court, TMS# 13506-03-07;
Existing FLU: Economic Development Center/Corridor, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2019 Joe Frazier Court, TMS# 13516-03
Existing Zoning: RS-HD, Proposed Zoning: RS-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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF RICHLAND)

The undersigned, being the owner(s) of the property described below hereby petitions 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, lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as the Northwestern one-half (1/2) of Lot Eight (8), Block "H", on a plat prepared for Allied Corporation, by C.D. Caughman, Reg. Surveyor, last revised June 1, 1964, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 4 at Page 536; said lot being bounded and measuring as follows: On the Northeast by lot No. Nine (9), Block H, on said plat whereon it measures One Hundred Twenty-five (125') feet, more or less; On the Southeast by the remaining portion of Lot No. Eight (8), Block H on said plat, whereon it measures Seventy-five (75') feet, more or less; On the Southwest by lot No. seven (7), Block H, on said plat whereon it measures One hundred Twenty-five (125') feet, more or less; and on the Northwest by an unnamed street or alley way on said plat, whereon it measures Seventy-five (75') feet, be all measurements a little more or less.

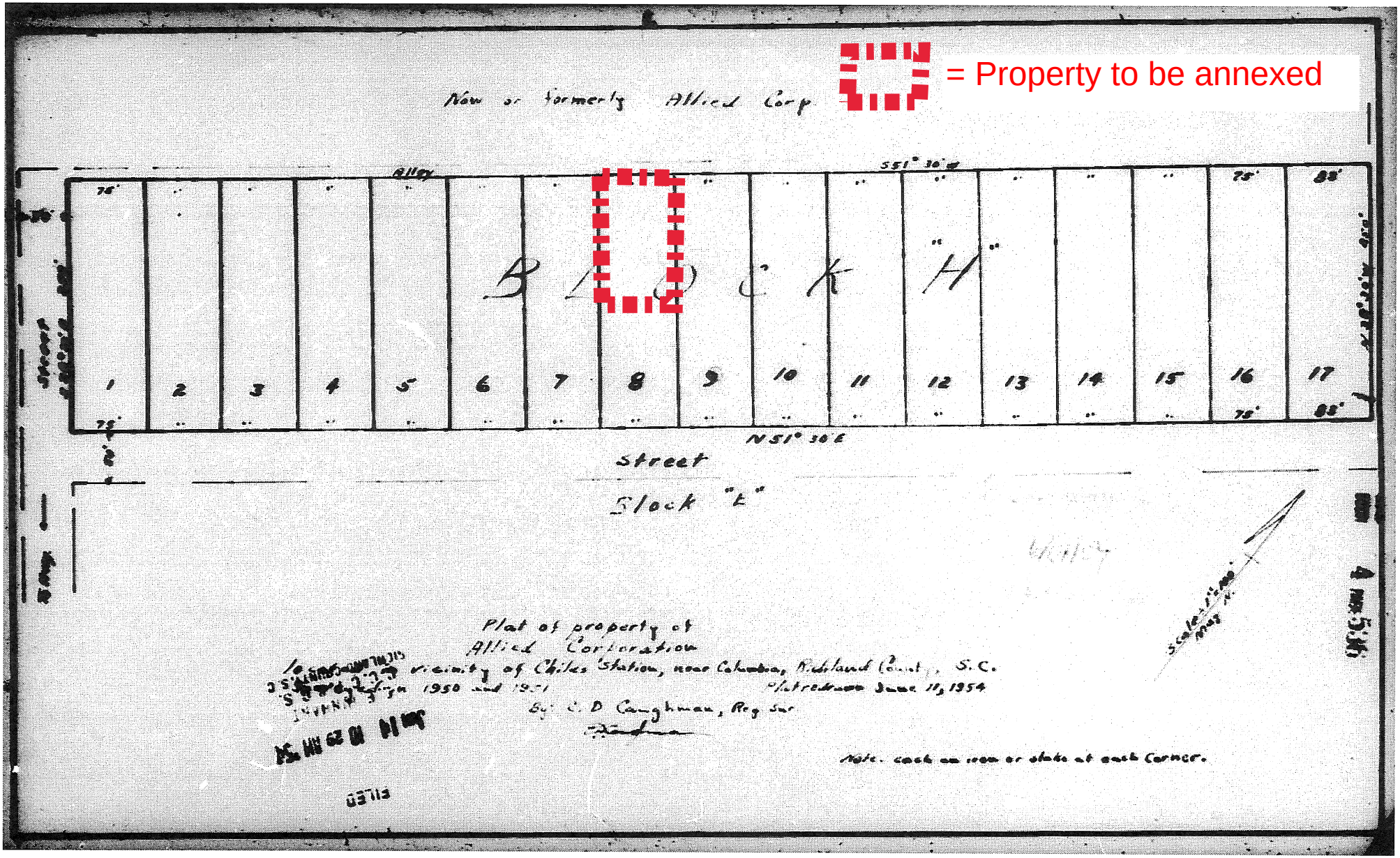
Richland County TMS: 13516-03-07

Property Addresses: 2019 Joe Frazier Court

OWNER:

Henry Goodson

Date: 24 May 2018


= Property to be annexed
Now or formerly Allied Corp
Alley
S51° 30' W
Block "H"
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
N51° 30' E
Street
Block "L"
Plat of property of
Allied Corporation
vicinity of Chiles Station, near Columbia, Richland County, S. C.
Surveyed June 11, 1954
By: C. D. Caughman, Reg Sur
Note. each an iron or stake at each corner.

13516

= Property to be annexed

SHOP ROAD

BELTWAY

I-77

SOUTHEASTERN EXTENSION

S.C. 768

FIRST STREET SOUTH EXTENSION

PHOENIX CT.

JOE FRAZIER C.T.

FRAZIER

SMITH

ATLAS ROAD

POWER EASEMENT

SEE T.M.S. 13512-04-01 FOR ACREAGE

NOTE: BLK. 3 LOT 22 ANNEXED INTO CITY 9-9-98.

N 344,500

E 2,007,500

E 2,010,000

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/88	12/05
	12/06
	12/01
	12/02
	12/03

LEGEND

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC...
(B) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC.
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY

136-09	136-13	163-01
135-12	135-16	162-04
135-11	135-15	162-03

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP
SHEET NO.
13516
SCHOOL DISTRICT
ILR, ICC

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 125 Peyton Road; TMS# 16407-07-12**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0012_125Peyton (PDF)
- #b: 2018-047 annex-incorporate 125 Peyton (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 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
125 Peyton Road; TMS# 16407-07-12

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)
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.45 acres
Current Use: Mini-Warehouse
Proposed Use: Mini-Warehouse
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood Medium Density
Proposed Land Use Classification: Industrial (IND)
Current Richland County Zoning: M-1
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 116.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services. Based upon current calls for service for other, larger, miniwarehouses in the area, we estimate this will cost the CPD approximately **$2,000** annually to provide service for this property.

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
It is not anticipated that Solid Waste service will be provided to this commercial property.

Engineering
The City of Columbia is constructing a 2" water line to serve this property. In addition to adding a new water customer, this would also complete service availability to this small "donut hole". Sewer service is already available to this property.

Water Customer Care
Annexation will result in an approximately **40% reduction** in sewer service rates for the property and add a new water customer.

Planning & Development Services
This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. The property is an existing miniwarehouse. The annual City property tax revenue generated for property will be approximately **$400.**

* 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 Industrial (IND); the property is currently classified as Neighborhood Medium Density by Richland County.

Industrial districts are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic, and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types

- Small to Large Commercial (Entertainment, Retail/Services)
- Medium to Large Business/Employment

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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, Light Industrial District (M-1) to the East and General Commercial District (C-3) to the South and West.

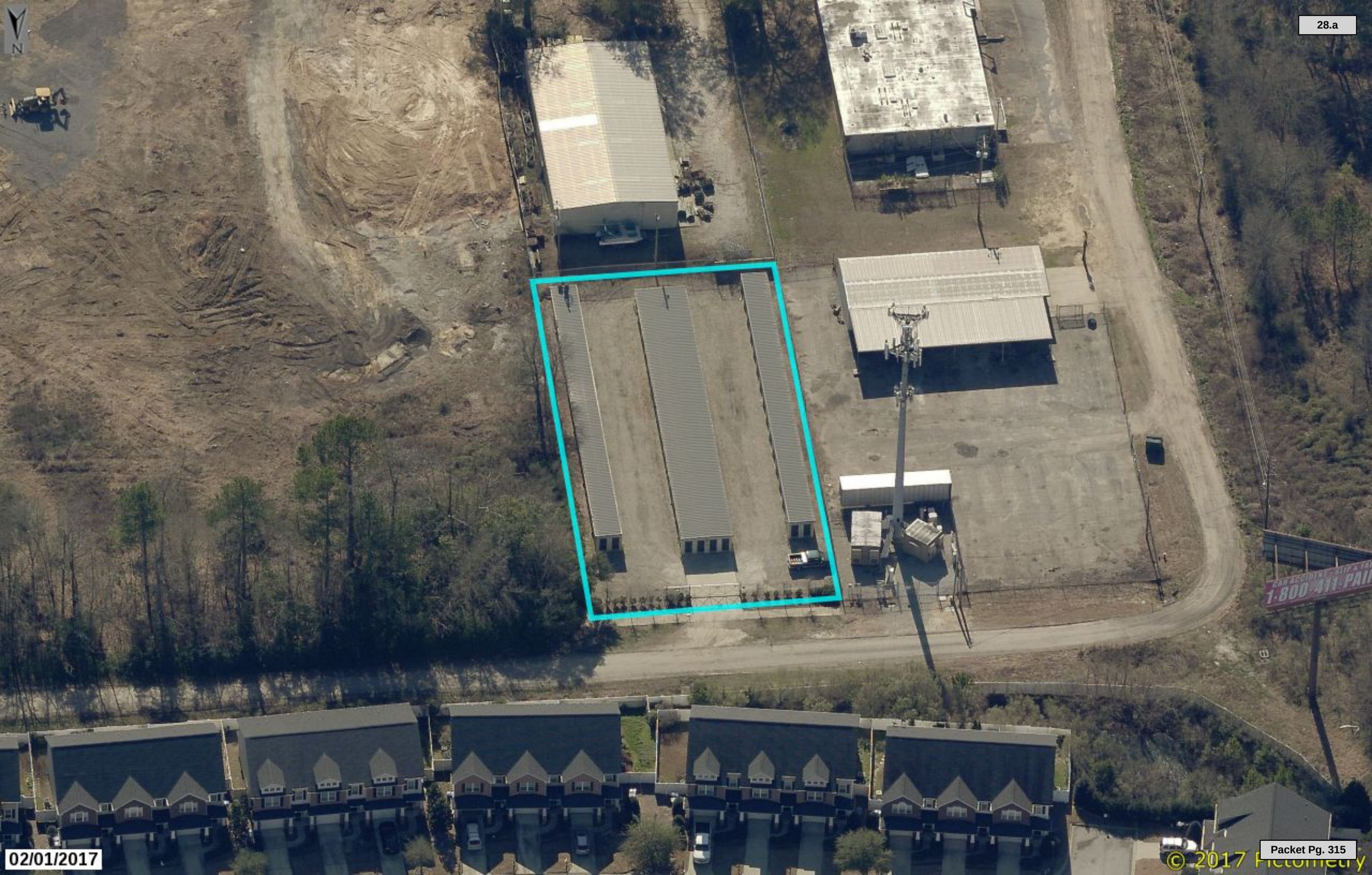
The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses 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 City Council annex the property, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1) at the time of annexation.



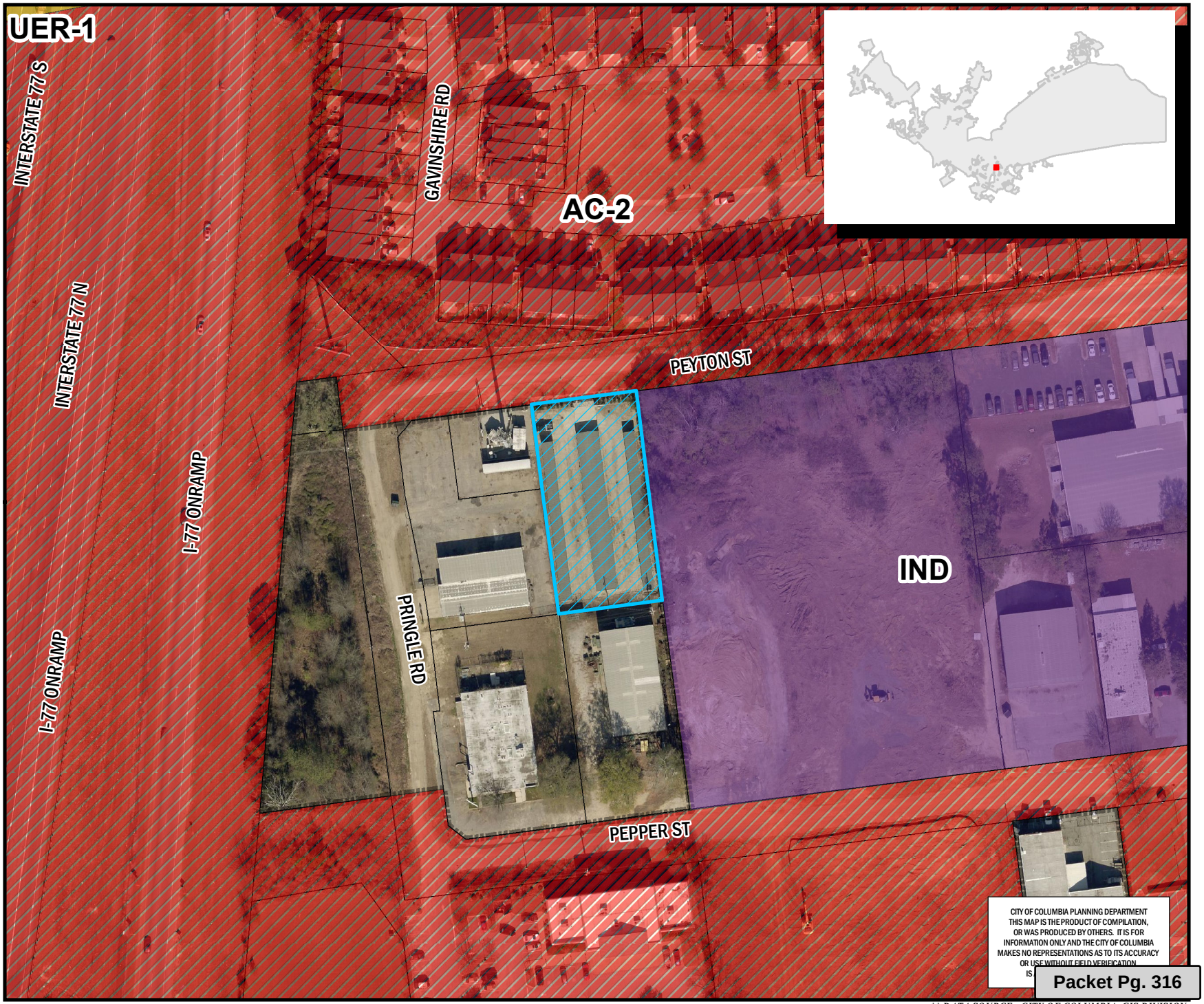
02/01/2017

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Future Land Use Map

125 Peyton Road, TMS# 16407-07-12;
Existing FLU: Neighborhood Medium Density, Proposed FLU: Industrial (IND)

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 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

We Are Columbia

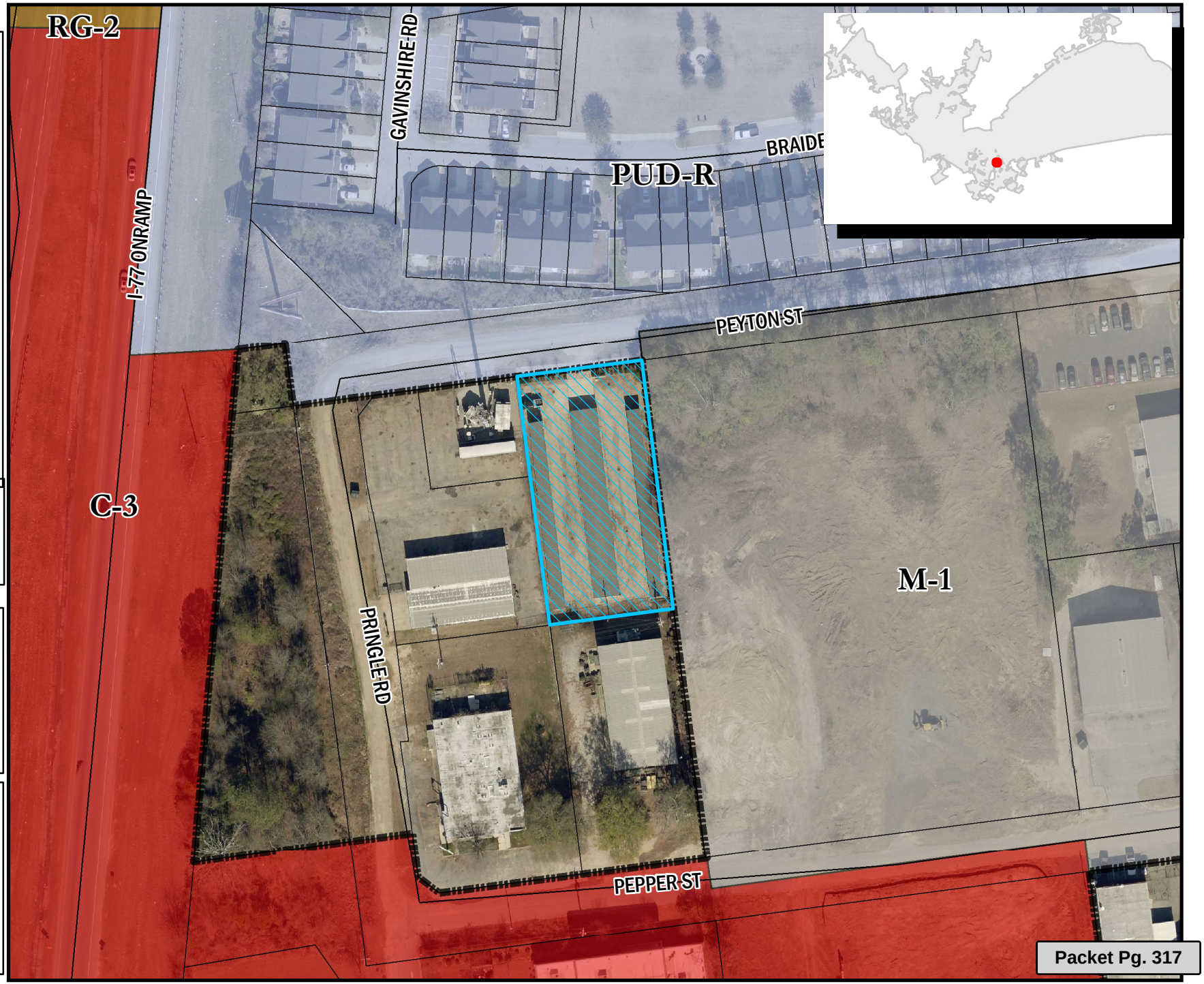
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

125 Peyton Road, TMS# 16407-07-1
Existing Zoning: M-1, Proposed Zoning: M-1

28.a

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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 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.

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

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

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 Light Industrial District (M-1), apportioned to City Council District 4, Census Tract 116.03, contains 0.45 acres, and shall be assigned a land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16407-07-12

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/25/2018
18001406

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-047

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 19, Block B on a survey prepared for Thomas E. Hollingsworth, M. Crag Lanham and Daniel S. Clough by Baxter Land Surveying Co., Inc., dated May 30, 2006 and being more particularly described by reference to said plat as follows: Beginning an iron located on the northeastern boundary of the right-of-way of Peyton road and running N 81 25' 17" E for a distance of 100 feet to an iron; thence turning and running N 08 26' 47" W for a distance of 199.54 feet to an iron; thence turning and running S 81 25' 167" W for a distance of 100.00 feet to an iron; and thence turning and running S 08 26' 45" E for a distance of 199.54 feet to an iron at the point of commencement. Be all measurements a little more or less.

Last revised: 7/25/2018
18001406

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2018

RE: **Property Address:** 125 Peyton Road
Richland County TMS#: 16407-07-12
Owner(s): Sunflower Cleaning Group, LLC / Sunflower Self Storage, LLC
Current Use: Miniwarehouse
Proposed Use: Miniwarehouse
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
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 **July 9, 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 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: IND (Land Use classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)



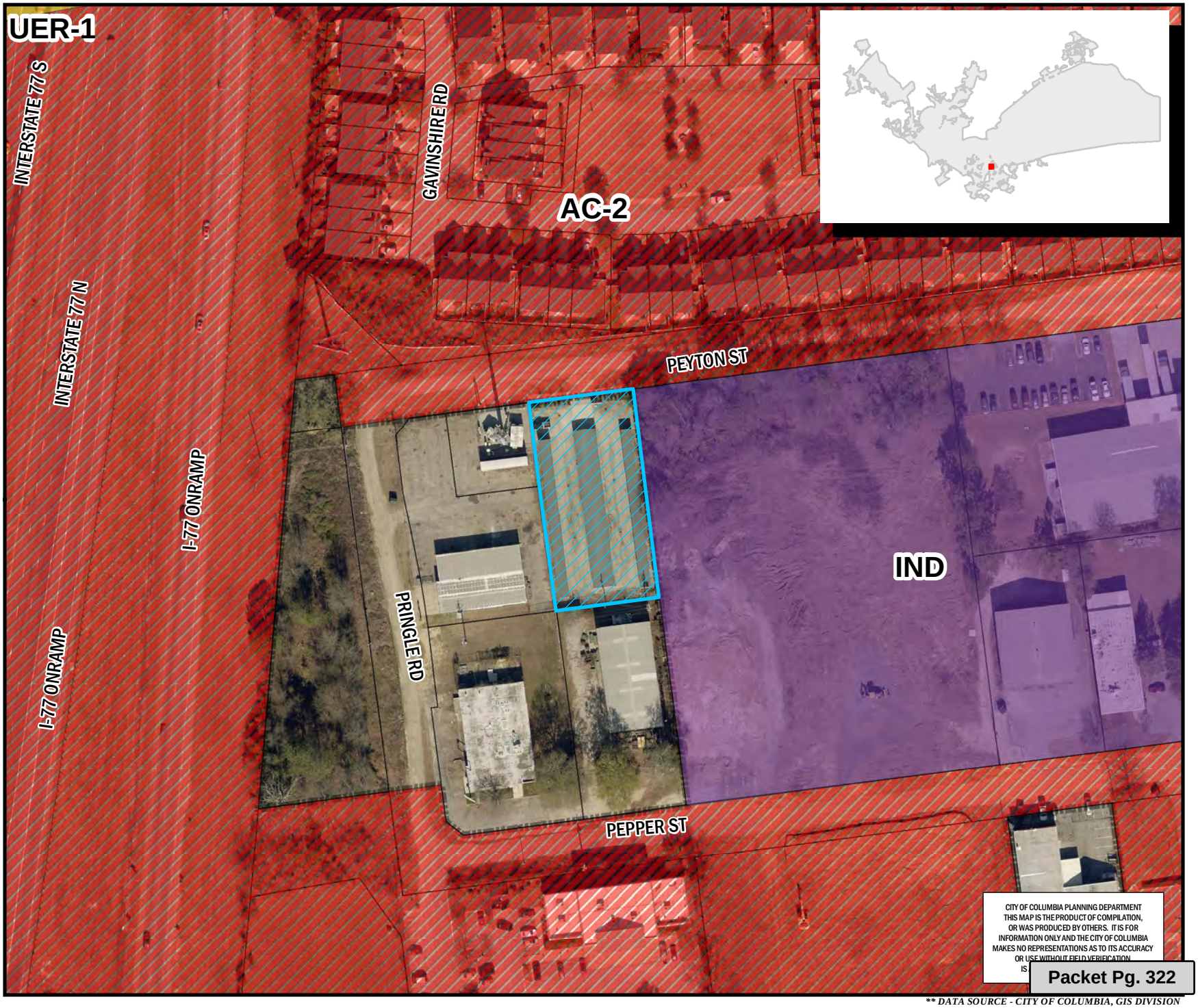
02/01/2017

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Future Land Use Map

125 Peyton Road, TMS# 16407-07-12;
Existing FLU: Neighborhood Medium Density, Proposed FLU: Industrial (IND)

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 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2018

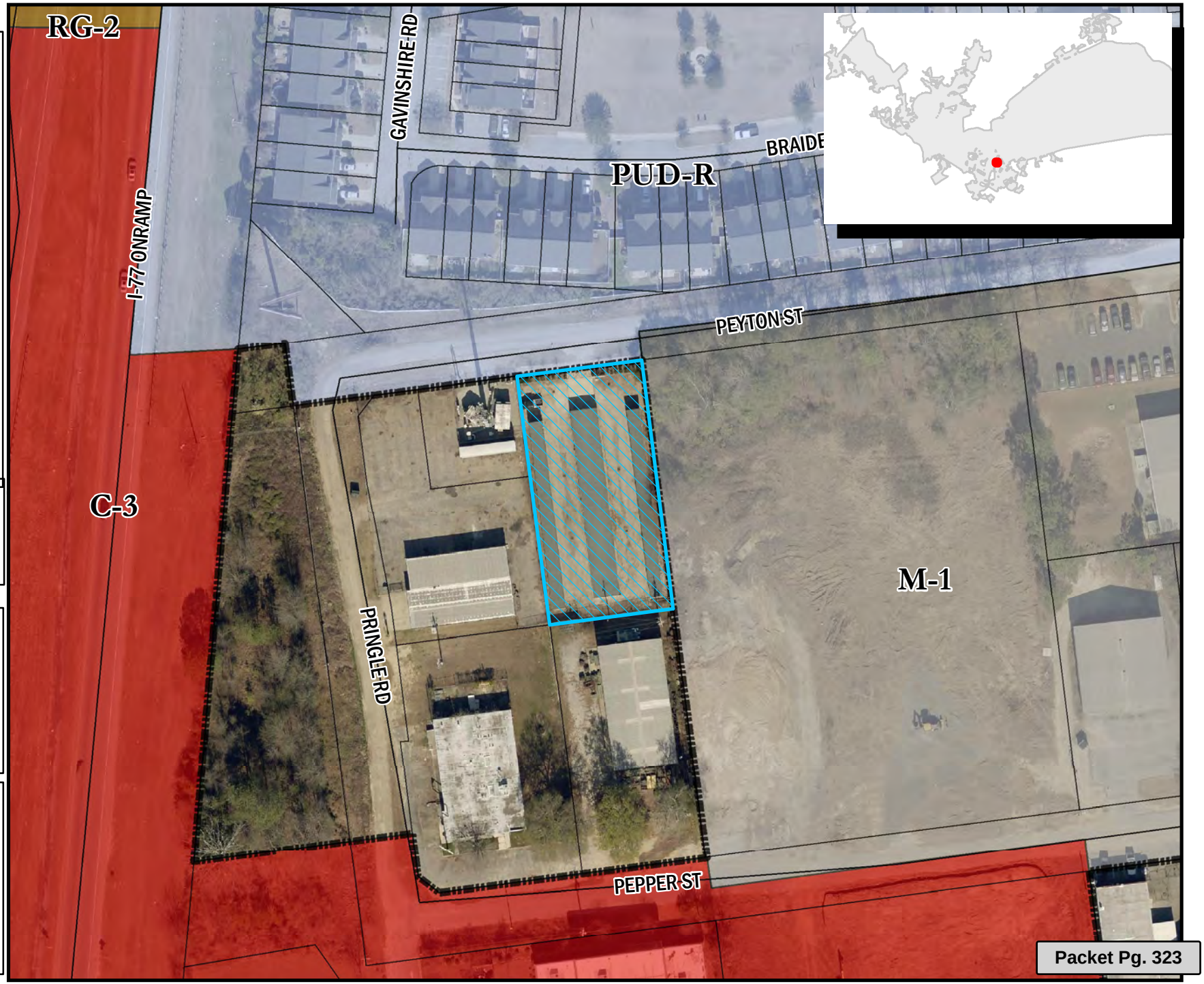
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

125 Peyton Road, TMS# 16407-07-1
Existing Zoning: M-1, Proposed Zoning: M-1

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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2018

DISCLAIMER:
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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 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, situate, lying and being on the southern side of Peyton Road, between Pringle Road and Pennington Road, near the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as Lot 19, Block B on a survey prepared for Thomas E. Hollingsworth, M. Craig Lanham and Daniel S. Clough by Baxter Land Surveying Co., Inc., dated May 30, 2006 and being more particularly described by reference to said plat as follows: Beginning at an iron located on the northeastern boundary of the right-of-way of Peyton Road and running N 81 25' 17" E for a distance of 100 feet to an iron; thence turning and running N 08 26' 47" W for a distance of 199.54 feet to an iron; thence turning and running S 81 25' 167" W for a distance of 100.00 feet to an iron; and, thence turning and running S 08 26' 45" E for a distance of 199.54 feet to an iron at the point of commencement. Be all measurements a little more or less.

Richland County TMS: 16407-07-12
Property Address: 125 Peyton Road

OWNER:

Sunflower Cleaning Group, LLC

BY: _____ Date: May 31, 2018

Bronson Titus
(Print or Type Name)

Its: Owner
(Print or Type Title)

BUYER:

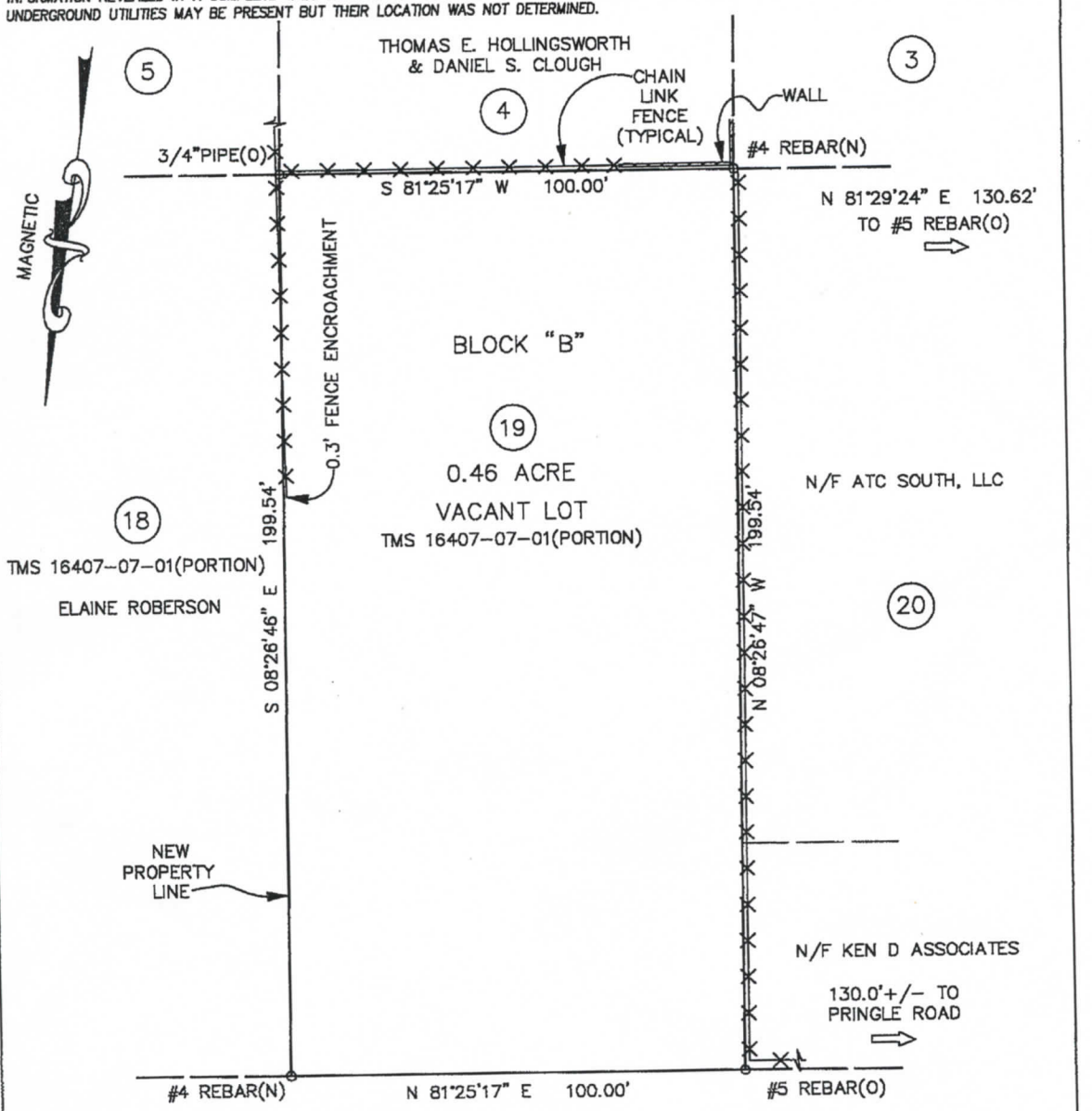
Sunflower Self Storage, LLC

BY: _____ Date: May 31, 2018

Bronson Titus
(Print or Type Name)

Its: Owner
(Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



I HEREBY CERTIFY THAT THIS PLAN DESCRIBED HEREON IS A TRUE AND ACCURATE SURVEY TO THE REQUIREMENTS OF THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED TO THE ACCURACY OF SAID REGULATIONS.

PLAT PREPARED FOR

THOMAS E. HOLLINGSWORTH, M. CRAIG LANHAM & DANIEL S. CLOUGH

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT NO. 19, BLOCK "B", ON PLAT OF SUGGESTED SUBDIVISION, PROPERTY OF MRS. GERTRUDE H. BARRINGER, BY WINGFIELD & RUDISILL, DATED OCTOBER 12, 1951, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK NO. 13, PAGES 211 & 211 1/2.

0' 15' 30' 60'

1" = 30'

MAY 30, 2006

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN HEREON.

BAXTER LAND SURVEYING CO., INC.
533 HARDEN STREET
COLUMBIA, SC 29205
(803)-252-8564

ROSSER W. BAXTER, JR. SCPLS NO. 7613

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Comprehensive Plan Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31**

PURPOSE: **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

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0004_Shop2716_FLUConfirm (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN MAP AMENDMENT CONFIRMATION CASE SUMMARY
2716 Shop Road; TMS# 16200-04-31

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
Comp Plan Amendment, 1st Reading:	07/17/18; Confirmation of Land Use Classification	Rescheduled
Comp Plan Amendment, 1st Reading:	08/14/18; Confirmation of Land Use Classification	Pending
Comp Plan Amendment, 2nd Reading:	09/04/18; Confirmation of Land Use Classification	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.61 acres
Current Use: Vacant Industrial
Proposed Use: Industrial/Trucking
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.
Current Interim Land Use: Industrial (IND)
Proposed Land Use: Industrial (IND)
Census Tract: 117.02

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Economic Development Center by Richland County.

The City's industrial districts are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic, and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types

- Small to Large Commercial (Entertainment, retail/services)
- Medium to Large Business/Employment

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.

STAFF RECOMMENDATION

Staff recommends that City Council confirm future land use classification of Industrial (IND).



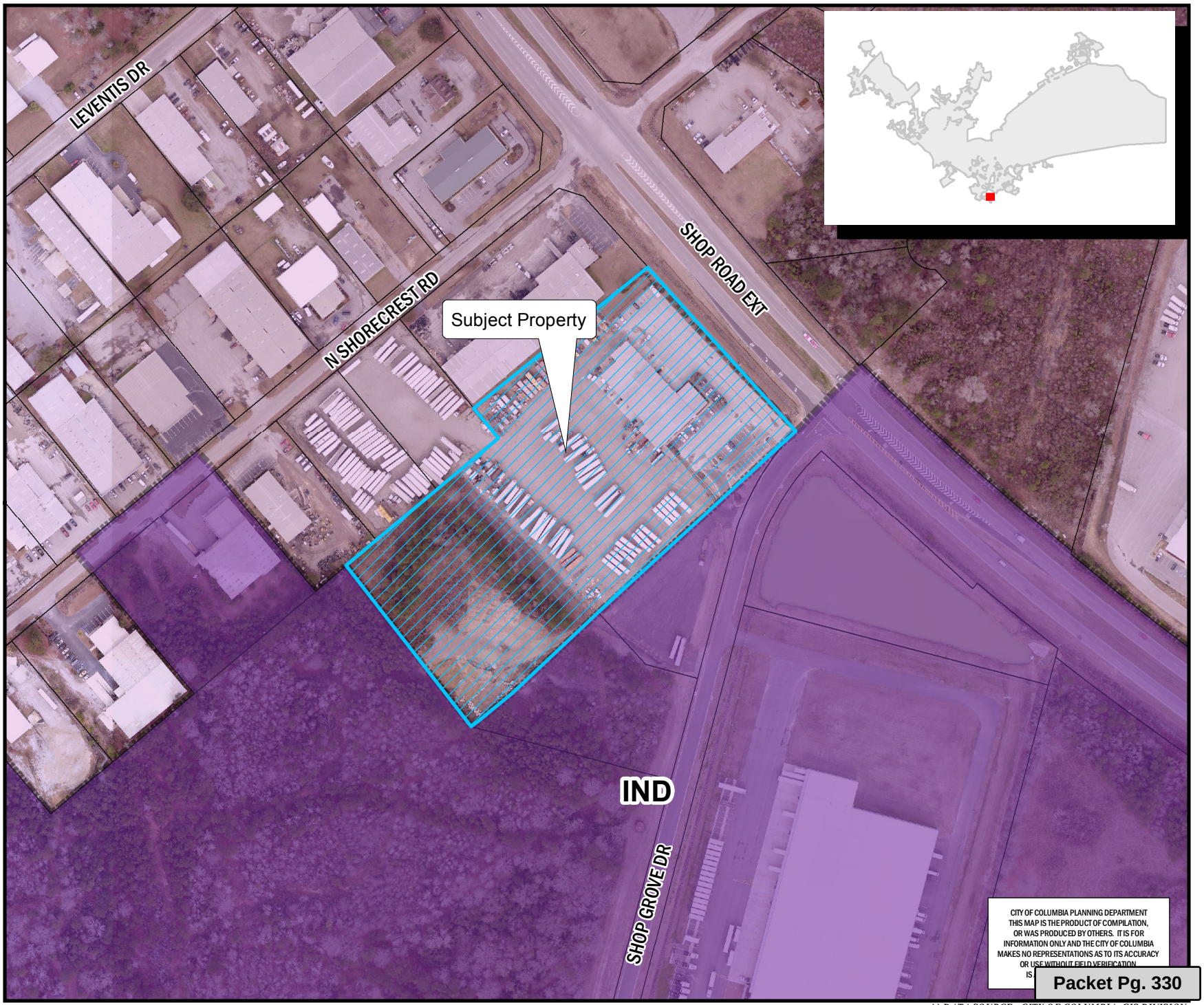
02/05/2017

© 2017 Pictometry

Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Interim FLU: IND, Proposed FLU: IND

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2018

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Zoning Map Amendment Confirmation - 2716 Shop Road; TMS# 16200-04-31**

PURPOSE: **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

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0004_Shop2716_ZoningConfirm (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY
2716 Shop Road; TMS# 16200-04-31

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
Zoning Map Amendment, 1st Reading:	07/17/18; Confirmation of Zoning	Rescheduled
Zoning Map Amendment, 1st Reading:	08/14/18; Confirmation of Zoning	Pending
Zoning Map Amendment, 2nd Reading:	09/04/18; Confirmation of Zoning	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.61 acres
Current Use: Vacant Industrial
Proposed Use: Industrial/Trucking
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.
Current Interim Zoning: Light Industrial District (M-1)
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 117.02

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Light Industrial District (M-1). Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the South and East. Surrounding parcels within unincorporated Richland County are currently zoned M-1 to the North and West.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

> The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses 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 City Council confirm the zoning of Light Industrial District (M-1).

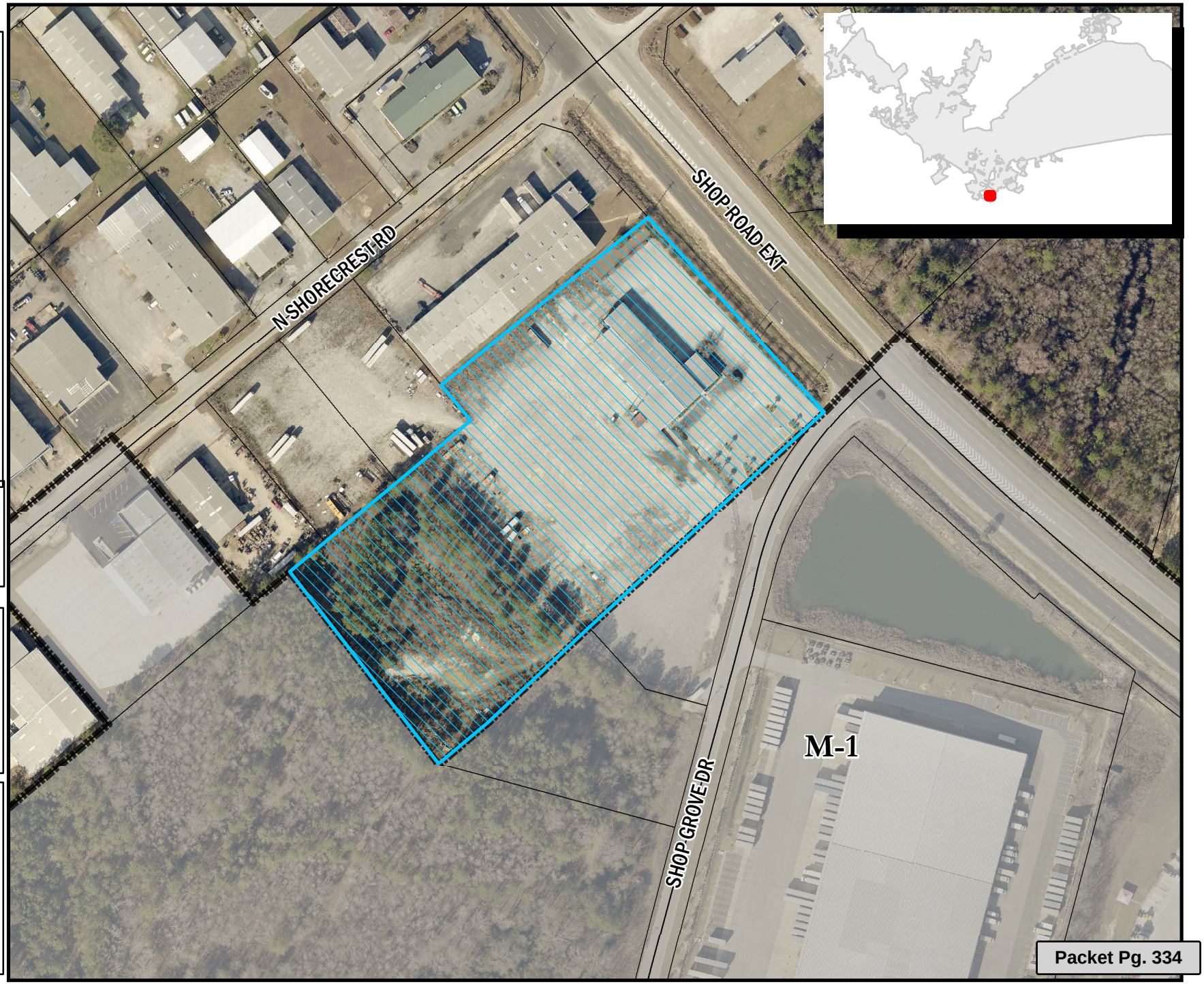


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Zoning Map

2716 Shop Road, TMS# 16200-04-31;
Existing Interim Zoning: M-1, Proposed Zoning: M-1

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 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Zoning Map Amendment - 939 W. Confederate Avenue, TMS# 09109-17-11**

PURPOSE: **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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Confederate939 (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
939 W. Confederate Avenue, TMS# 09109-17-11

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)

PH, 1st Reading: 07/17/2018; Rescheduled
08/14/2018; Pending

2nd Reading: 09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Vacant
Proposed Use: Single-family residential
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Planned Unit Development – Residential District (PUD-R)
Proposed Zoning: Single-Family Residential District (RS-3)

Note: Subdivision Plat dividing TMS# 09109-17-11 into two lots under the PUD was recorded on September 5, 2008.

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 of the *Villages of North Columbia* (2005), within the Cluster One sub-area. The subject property is not located within a node or catalyst project as defined by the Plan, however the Plan makes general recommendations for streestcaping, as well as pedestrian enhancements and connections. The future land use recommended for the subject property is "Low Density Residential (Single-family Detached Homes)."

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Residential District (PUD-R). The surrounding parcels in the City of Columbia are zoned Single-Family Residential District (RS-3).

The proposed zoning district is Single-Family Residential District (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 rezone the parcel from PUD-R to RS-3.



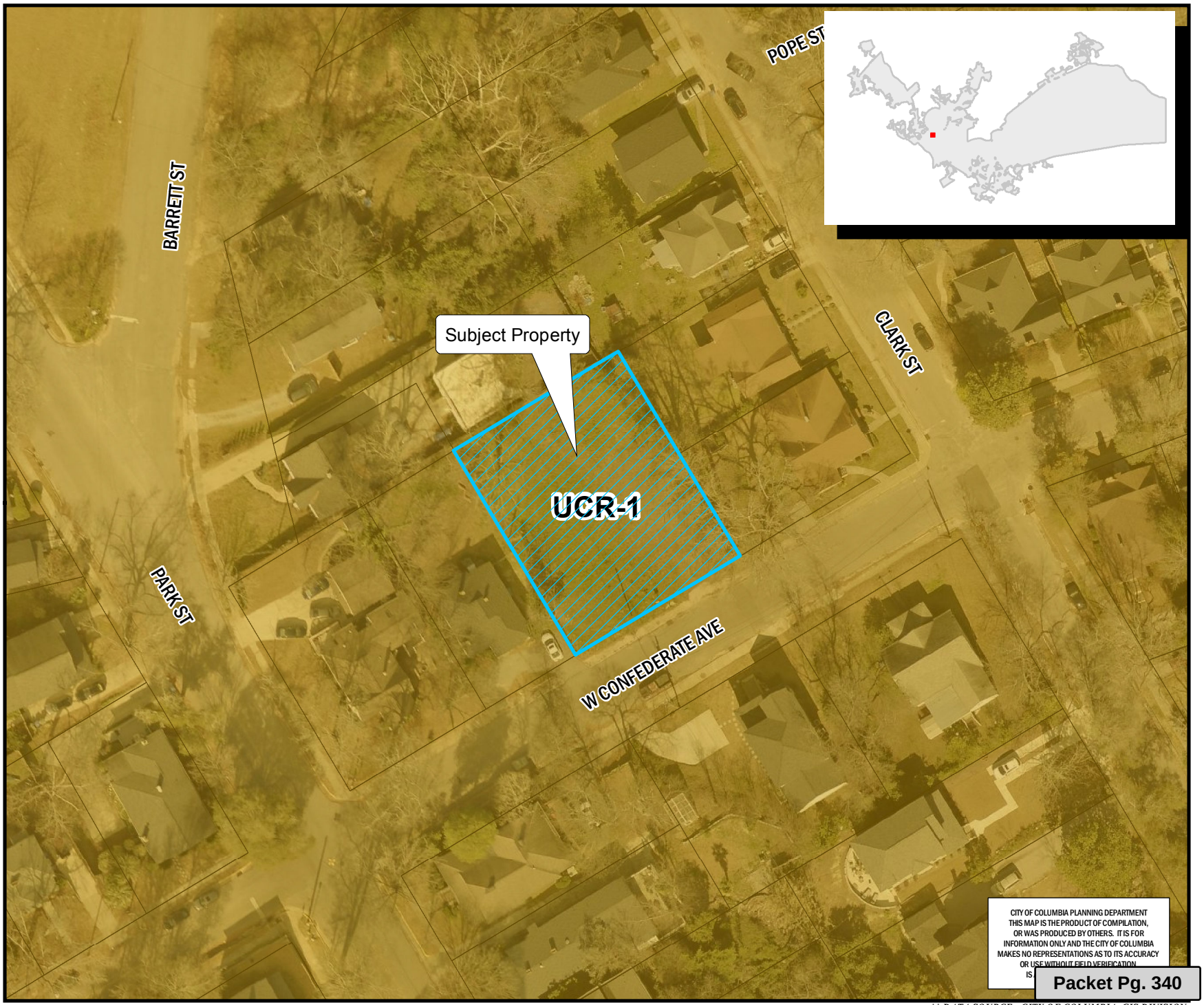
01/29/2017

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Future Land Use Map

939 W. Confederate Avenue, TMS# 09
Existing FLU: UCR-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 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 6, 2018

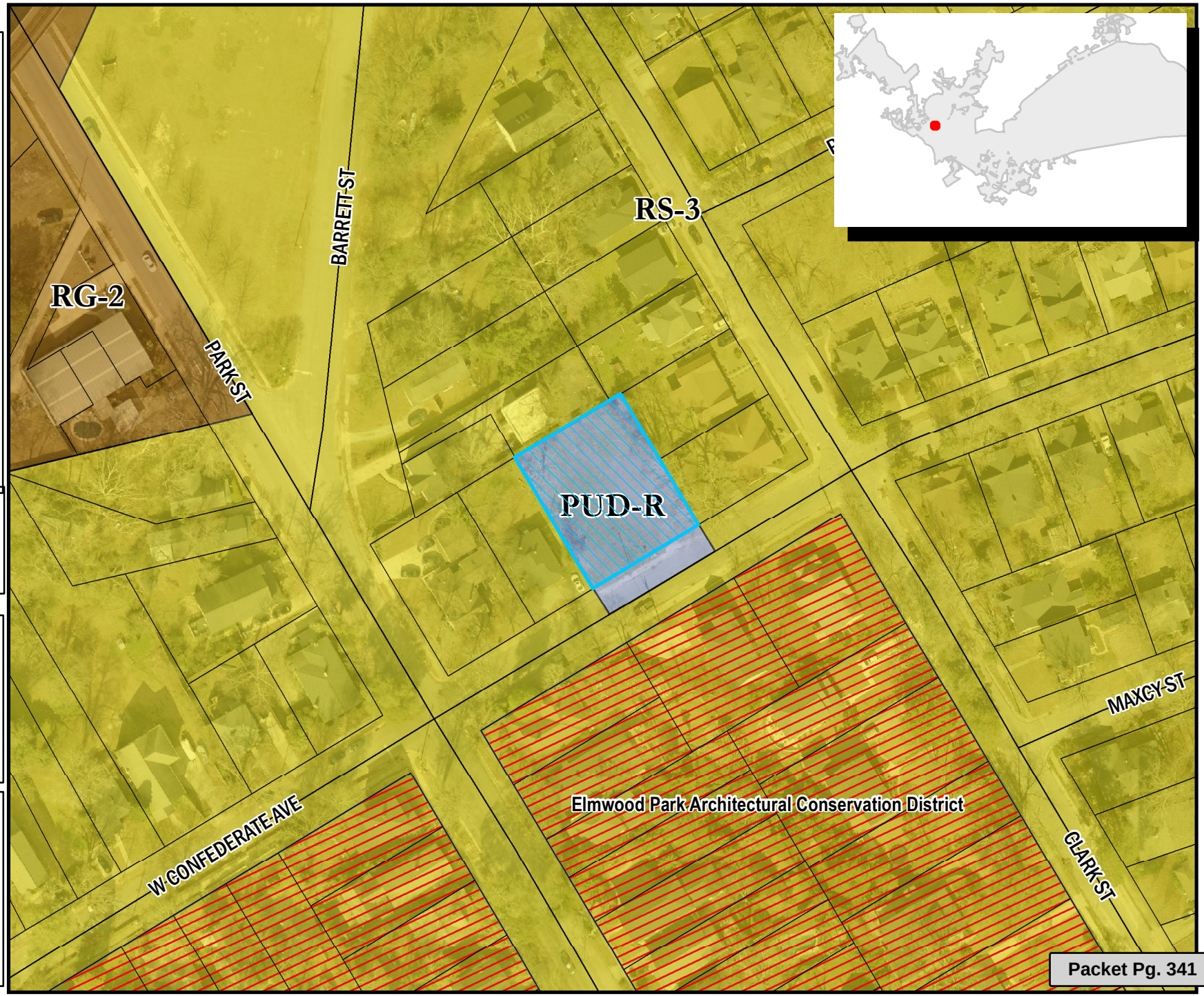
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

939 W. Confederate Avenue, TMS# 09109-17
Existing Zoning: PUD-R, 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
April 6, 2018

DISCLAIMER:
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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

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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 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Zoning Text and Map Amendment - 1633 Main Street and 1635 Main Street, TMS# 09014-10-08**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA_TA_Main1633_35 (PDF)
- #b: 2018-037 amend Sec 17-691 add 1633 Main and 1635 Main (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING TEXT AND MAP AMENDMENT CASE SUMMARY
1633 Main Street and 1635 Main Street, TMS# 09014-10-08

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)
PH, 1st Reading:	07/17/2018; Rescheduled
PH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built 1873
Acreage: 0.19
Current Use: Commercial businesses
Proposed Use: Commercial businesses
Land Use Classification: Central Business District (SD-3)
Current Zoning: Central Business District (C-5), -Design/Development Area (-DD)
Proposed Zoning: Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This building was constructed in 1873 by John C. Seegers as a saloon and was described as “substantially built” with an “attractive front.” Seegers was a prominent business man, and had his other building adjacent at 1631 Main and his home behind the businesses, facing Assembly Street. A German native, he was among several of that country who rebuilt the 1600 block of Main Street after the fire of 1865. The original building façade included arched glass windows and transoms at the storefront that were mirrored in the arched openings of the second floor. Large cast iron columns, an early adoption for Columbia, separated the bays of the storefront. To advertise the saloon a beer barrel was placed atop a post

outside of the building. This has been recreated within the past few years as homage to the history of the building and the brewing and bottling industry of Seegers and his son-in-law and business partner C.C. Habenicht.
Over time this structure endured a number of changes to the façade, including the replacement of the storefront and covering the second floor windows so that eventually the only hint of this building's nineteenth century origins was in the four encircled stars that projected through the stucco. Recently, the building has undergone renovations that brought much of the building back to its original appearance. The building is also listed in the National Register of Historic Places as a contributing building to the Columbia Commercial Historic District.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Central Business District (SD-3) in The Columbia Plan 2018 Future Land Use Map.

Columbia's Central Business District (CBD) is the core of the downtown area. It is a highly dense and walkable area with a multitude of uses including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the CBD have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.

Primary Types:

- Small to Extra Large Business/Employment
- Multi-family High-rise
- Multi-family Medium to High-rise Mixed-use

Secondary Types:

- Mutli-family Medium to Large
- Small to Large Flex
- Parking Structures
- Civic/Institutional

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is falls within the study area for the *City Center Master Plan* (1999), within the Main Street/Central Business District sub-area. The Plan was developed at a time when many of the storefronts along Main Street were still vacant, and it recommended the streetscape improvements that have since been completed between Gervais and Laurel. The Plan made a number of recommendations for the sub-area, including the rehabilitation and adaptive re-use of existing structures.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Central Business District (C-5), -Design/Development District (-DD). Surrounding parcels are zoned by the City of Columbia Central Business District (C-5), -Design/Development Area (-DD).

The proposed City of Columbia zoning district is Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation District (-DP).

Central Business District (C-5)

The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill

the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.

-Design/Development Area (-DD)
The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

-Design and Preservation Area (-DP)
It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

Following are the criteria for listing as a Group III Landmark:

> *Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark.*
> *"Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:*
> *(1) The site of events, homes of men, etc., that are interesting locally.*
> *(2) Somewhat unusual characteristics in architectural design.*
> *(3) Belonging to a family or "genera" of buildings recognized locally.*
> *(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
> *(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*
> *If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."*

Staff finds that 1633-1635 Main Street meets items 1 and 5 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends City Council 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.



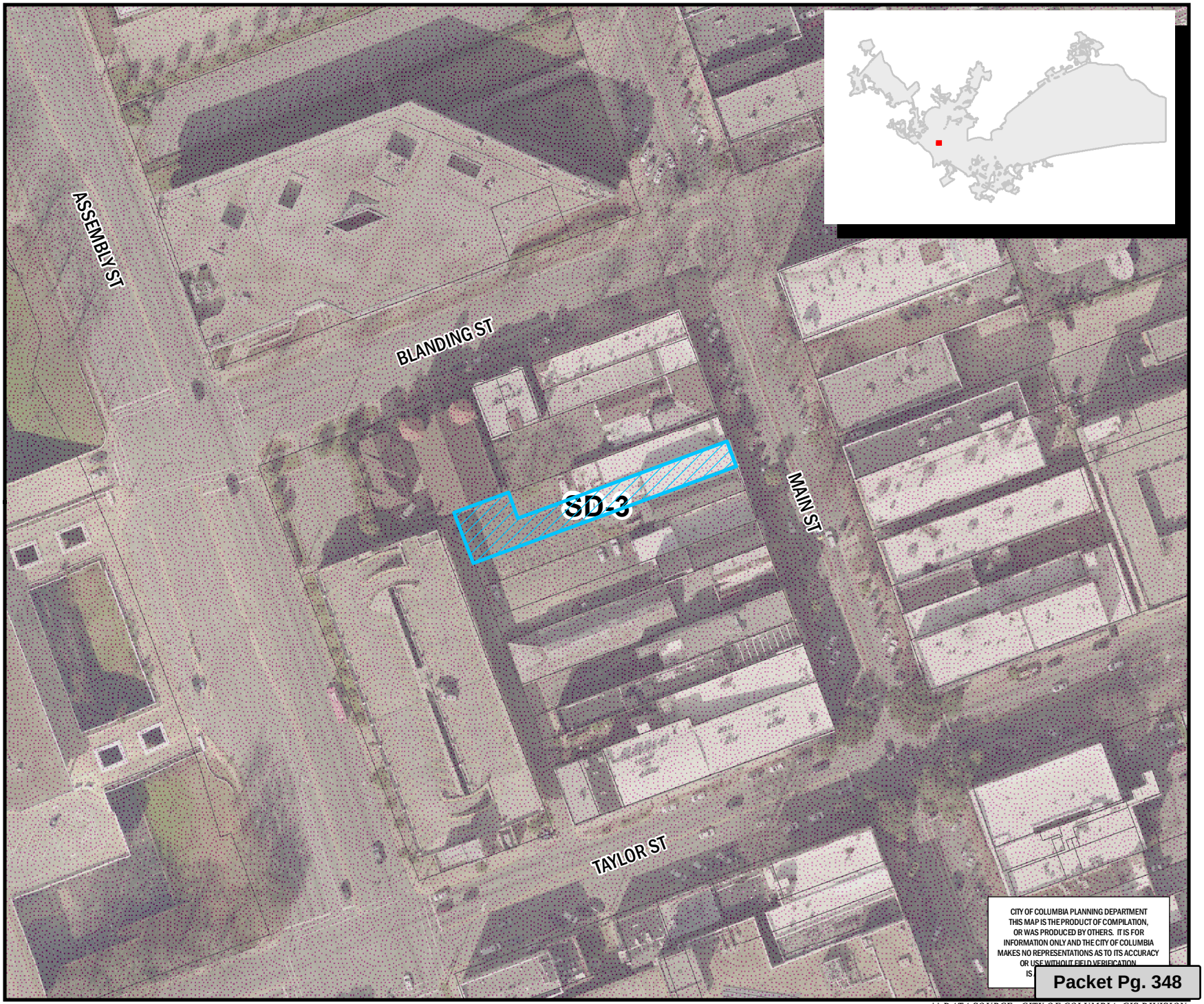
01/29/2017

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Future Land Use Map

1633 Main Street and 1635 Main Street; TMS# 090
Existing FLU: SD-3

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 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 2, 2018

CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA

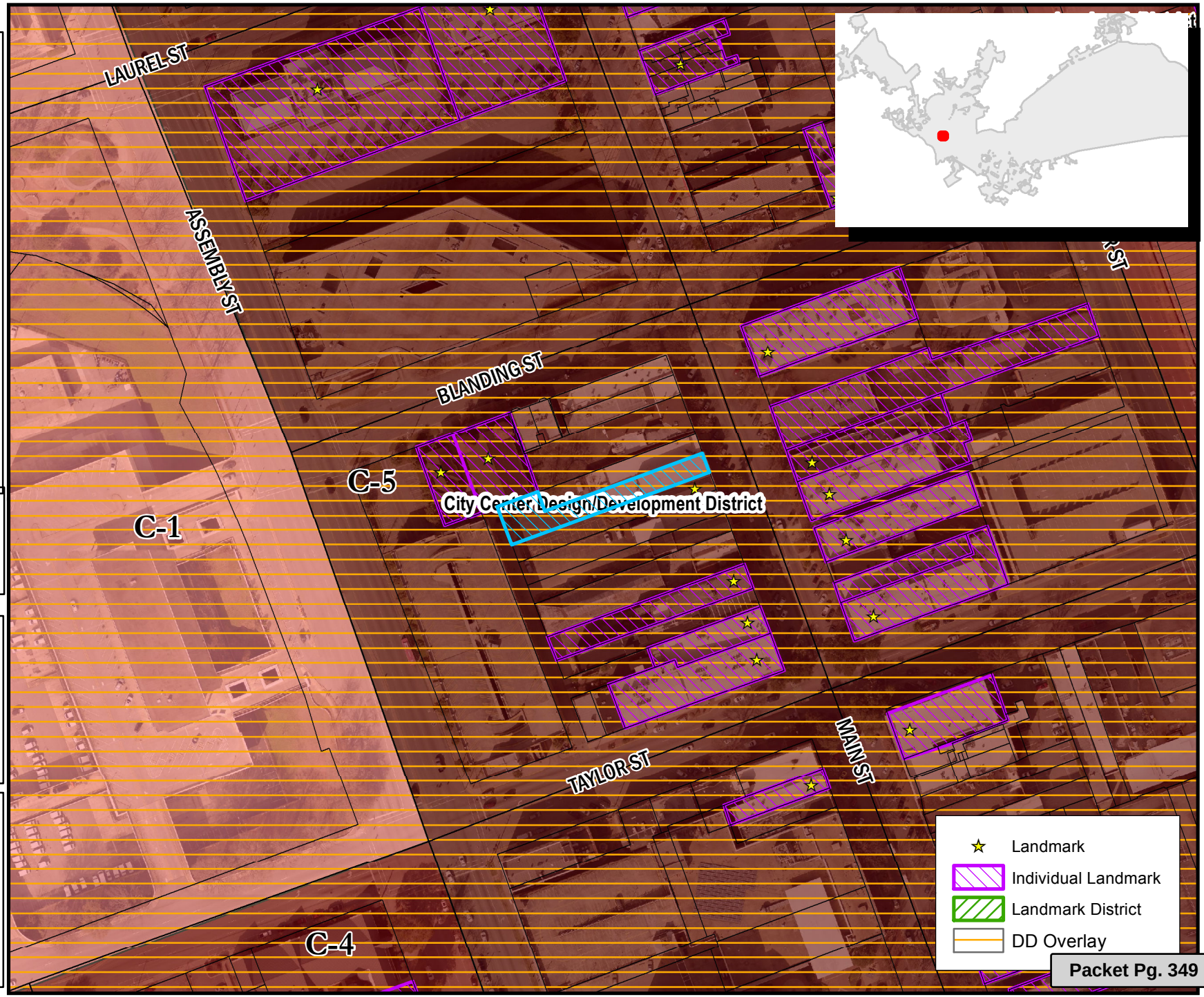
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1633 & 1635 Main Street, TMS# 09014-10-07;
Existing Zoning: C-5, -DD, Proposed Zoning: C-5, -DD, -DP

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 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 2, 2018

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

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 #09014-10-08

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 1633 Main Street and 1635 Main Street, TMS #09014-10-08.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Zoning Map and Text Amendment - 1637 Main Street, TMS# 09014-10-07**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA_TA_Main1637 (PDF)
- #b: 2018-036 amend Sec 17-691 add 1637 Main (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING TEXT AND MAP AMENDMENT CASE SUMMARY
1637 Main Street, TMS# 09014-10-07

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)
PH, 1st Reading:	07/17/2018; Rescheduled
PH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built between 1867 and 1872 as a one story grocery (1937) date indicates the date from which the building retains integrity.
Acreage: 0.19
Current Use: Commercial business
Proposed Use: Commercial business
Land Use Classification: Central Business District (SD-3)
Current Zoning: Central Business District (C-5), -Design/Development Area (-DD)
Proposed Zoning: Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation Area (-DP)
Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This c.1867 building is listed as contributing to the Columbia Commercial Historic District on the National Register of Historic Places. It appears to have originally been constructed around 1867 as a one-story grocery during reconstruction of Main Street after the fire of 1865. Prolific local architect J.B. Urquhart designed a new façade for the building in 1937 and is part of the Art Moderne collective of architecture in the Columbia Commercial Historic District. A new storefront on the first floor was almost completely glass, in order to display fine women's wear for the Cabaniss Company, who stayed in the building until the 1950s. A false second story, only about ten feet deep but complete with windows on the

façade, was added at the same time. Minimal detailing in the cast stone exterior includes round headed pilasters, elliptical window sills projecting out from the wall, applied ornaments above the windows and a fluted, simplified cornice. All of these details remain intact and the 1937 upper story steel windows are still in place. This building retains a high degree of integrity in appearance from its 1930s makeover, and has retained its most ornamental components. The storefront retains its shape, with a recessed door in the left bay, but the glass, framing and door have all been replaced.
This building is part of the Art Moderne collective of architecture in the Columbia Commercial Historic District. The district contains many of the city's best examples of commercial and high-style architecture, including Italianate, Second Empire, Richardson Romanesque, Art Deco, Depression Modern, and Streamline Moderne reflecting its long-term success as a commercial corridor. This eclectic collection of buildings reflects a century of economic expansion and architectural development in the state's capital. It is a lasting symbol of Columbia's renewal after the Civil War and the growth of the city from 1865 to 1963. Other examples of this style in the Columbia Commercial Historic District are the Habenicht Building at 1631 Main Street, 1626 Main Street and 1215-17 Blanding Street.

Art Moderne is similar to Art Deco, but is more subdued and streamlined. This architecture has softer corners, smoother surfaces, and minimized ornamentation. These buildings also have fluted pilasters, but little other ornamentation, resulting in an otherwise smooth surface. While Art Moderne evokes design elements similar to the more ornate Art Deco style, these buildings are simpler.

Although this building has since had significant modern alterations to the facade, especially at the storefront level, the historic core of this building dates to the Reconstruction period (1865 -1877) and by 1872 many retail buildings once again lined Main Street. The west side of the 1600 block of Main Street remains essentially intact from this period, though its Reconstruction-era storefronts were altered in the twentieth century as a result of attempts of store owners to remain relevant shopping destinations. The streetscape by the 1890s was full of two-story masonry buildings demonstrating what a 1977 architectural survey of Main Street called a stylistic mix "characterized by a conscious eclectic approach to building design: selection of the best of the past and combination of these often-disparate elements into a new synthesis, usually resulting in highly inventive and original designs.

Many of these remodeled storefronts were designed by prominent local architects or by nationally-known company architects. Prolific local architects include W.B. Smith Whaley, Gadsden E. Shand, Wilson and Sompayrac (Charles Coker Wilson and Edwin D. Sompayrac), James B. Urquhart, J. Carroll Johnson, Lafaye and Lafaye (George E. and Robert S. Lafaye), Sams and Carter (James Hagood Sams and Avery Carter), and Heyward Singley. Many nationally known architects were also brought to Columbia, including George D. Brown of West Virginia, Samuel Sloan of Philadelphia, and Edward F. Sibbert, the head architect of the Kress Five and Dime Company. The intense concentration of architect-designed buildings on Main Street and its cross-streets reflects the district's ongoing commercial value throughout the period of significance.

From the National Register:
The Columbia Downtown Historic District is a collection of fifty-four (54) commercial buildings and two (2) objects in the central commercial core of Columbia, the county seat of Richland County and capital of South Carolina. The majority of the district encompasses the 1500, 1600, and 1700 blocks of Main Street, with a few properties in the 1100 and 1200 blocks of the cross streets of Blanding and Taylor streets, as well as two properties in the 1500 and 1600 blocks of Sumter Street. Thirty-six (36) buildings and one (1) object contribute to the historic and architectural character of the district and eighteen (18) buildings and one (1) object do not contribute to the district in their current condition. With an eclectic mix and diverse selection of Columbia's best, and sometimes only, remaining examples of many high architectural styles and national trends, the district illustrates the evolution of commercial patterns on Main Street from 1865 to 1963. These styles include Second Empire, Richardsonian Romanesque, Renaissance Revival, Art Deco, and Streamline Moderne, among others. Some buildings follow not only stylistic trends, but are also based on standardized chain store architectural models. While many of the properties have been adapted to include modern storefronts and some of the upper facades were encapsulated by slipcover treatments in the 1950s and 1960s, many have been restored and retain their historic integrity. This area retains a high density of late nineteenth- to mid-twentieth-century commercial architecture reflecting the economic growth of the city and national commercial trends after the American Civil War.

This two-story cast-stone streamline building was constructed between 1872 and 1884 as a grocery store. It was remodeled to an appearance closely resembling its current facade in 1937. It features round headed pilasters and a fluted cornice. It has three steel casement windows set among layered intervening stone panels, three bowed-stone sills, and

decorative stylized sheath of west motifs in the upper level and a 1930s storefront on the lower level. From 1904 to 1906, it was occupied by E.T. Hendrix, dealer in fancy groceries. By 1910, it was used as a music store and became a women's clothing store by 1935. The building was heavily remodeled in 1937 according to plans drawn by architect J. B. Urquhart. Cabaniss Co. Women's Wear occupied the building from 1937 until the 1950s. By 1960, it housed the women's clothing store Lisbeth Wolfe.

This portion of Main Street is a remarkable collection of former specialty shops, variety stores, department stores, banks, and housing. These buildings represent not only twentieth-century construction but also many mid-to-late nineteenth-century buildings that were adapted to remain relevant in changing times, especially by updating their facades. The period of significance (1865 to 1963) covers the construction date of the oldest buildings in the district up to the date of the last significant remodel to a contributing building in the district. It also begins with the rebuilding and commercial growth of the city immediately following the Civil War and concludes with the economic decline and racial integration of Main Street in 1963.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Central Business District (SD-3) in The Columbia Plan 2018 Future Land Use Map.

Columbia's Central Business District (CBD) is the core of the downtown area. It is a highly dense and walkable area with a multitude of uses including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the CBD have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.

Primary Types:

- Small to Extra Large Business/Employment
- Multi-family High-rise
- Multi-family Medium to High-rise Mixed-use

Secondary Types:

- Mutli-family Medium to Large
- Small to Large Flex
- Parking Structures
- Civic/Institutional

Tertiary Types:

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is falls within the study area for the *City Center Master Plan* (1999), within the Main Street/Central Business District sub-area. The Plan was developed at a time when many of the storefronts along Main Street were still vacant, and it recommended the streetscape improvements that have since been completed between Gervais and Laurel. The Plan made a number of recommendations for the sub-area, including the rehabilitation and adaptive re-use of existing structures.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Central Business District (C-5), -Design/Development District (-DD). Surrounding parcels are zoned by the City of Columbia Central Business District (C-5), -Design/Development Area (-DD).

The proposed City of Columbia zoning district is Central Business District (C-5), -Design/Development Area (-DD), -Design and Preservation District (-DP).

Central Business District (C-5)
The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.

-Design/Development Area (-DD)
The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

-Design and Preservation Area (-DP)
It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

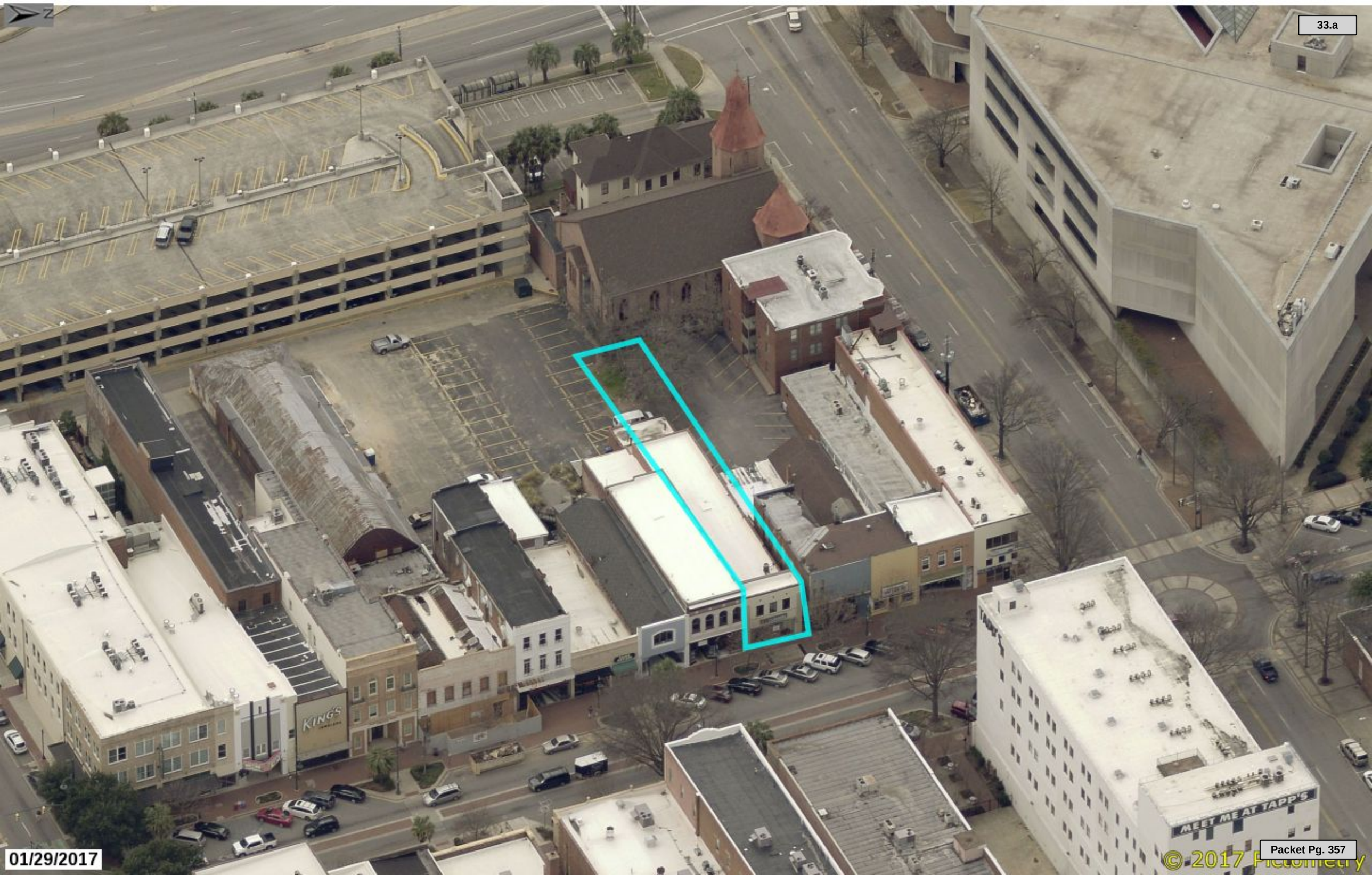
Following are the criteria for listing as a Group III Landmark:

> *Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark.*
> *“Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:*
> *(1) The site of events, homes of men, etc., that are interesting locally.*
> *(2) Somewhat unusual characteristics in architectural design.*
> *(3) Belonging to a family or "genera" of buildings recognized locally.*
> *(4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
> *(5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*
> *If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order.”*

Staff finds that 1637 Main Street meets items 1, 2, and 3 of the criteria for Group III landmarks.

STAFF RECOMMENDATION

Staff recommends City Council 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.

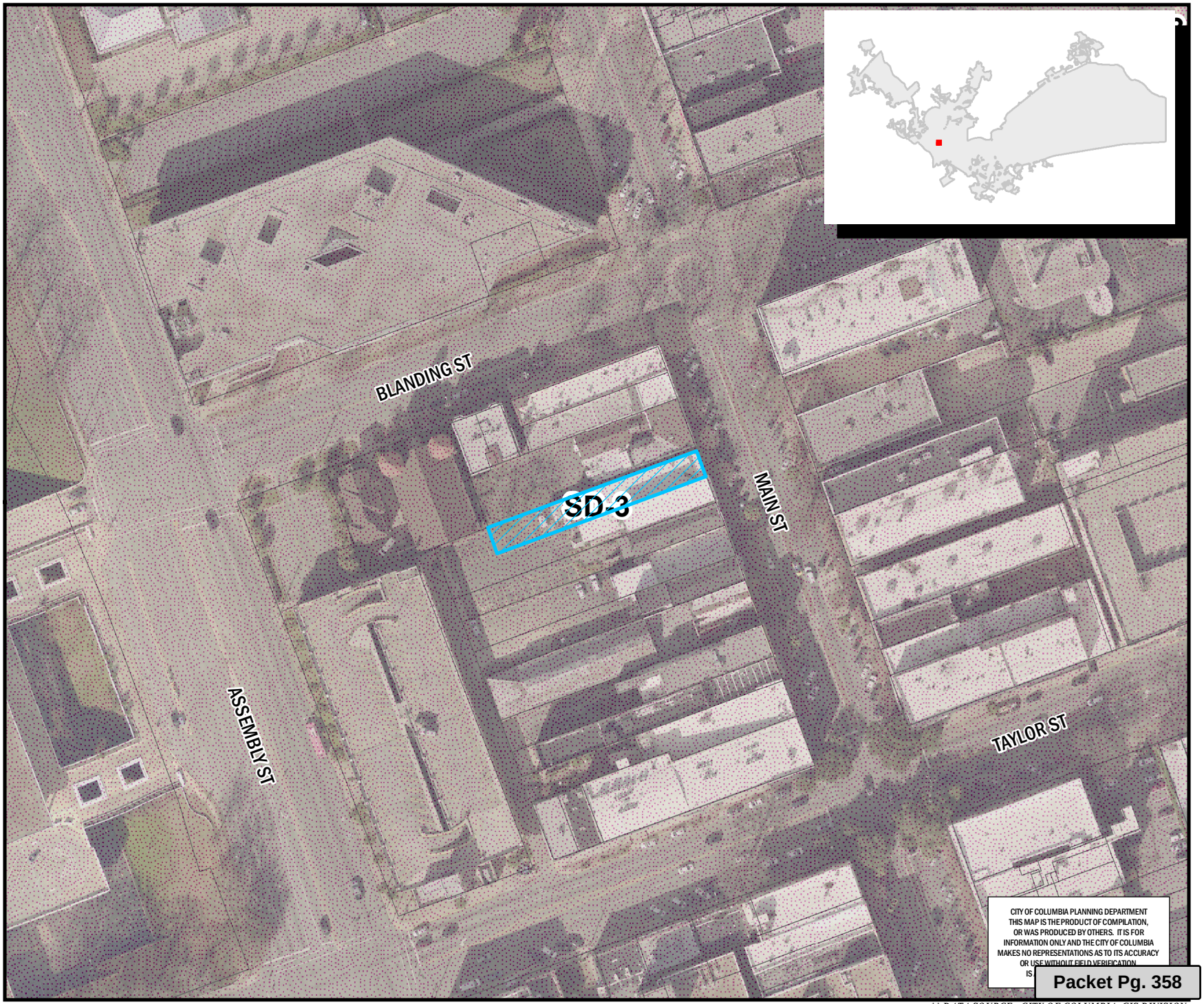


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Future Land Use Map

1637 Main Street, TMS# 09
Existing FLU: SD-3

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
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- UEAC-1 Urban Edge Community Activity Center
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- UEAC-2 - Urban Edge Regional Activity Center
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- AC-3 - Regional Activity Corridor
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- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
April 2, 2018

CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
We Are Columbia

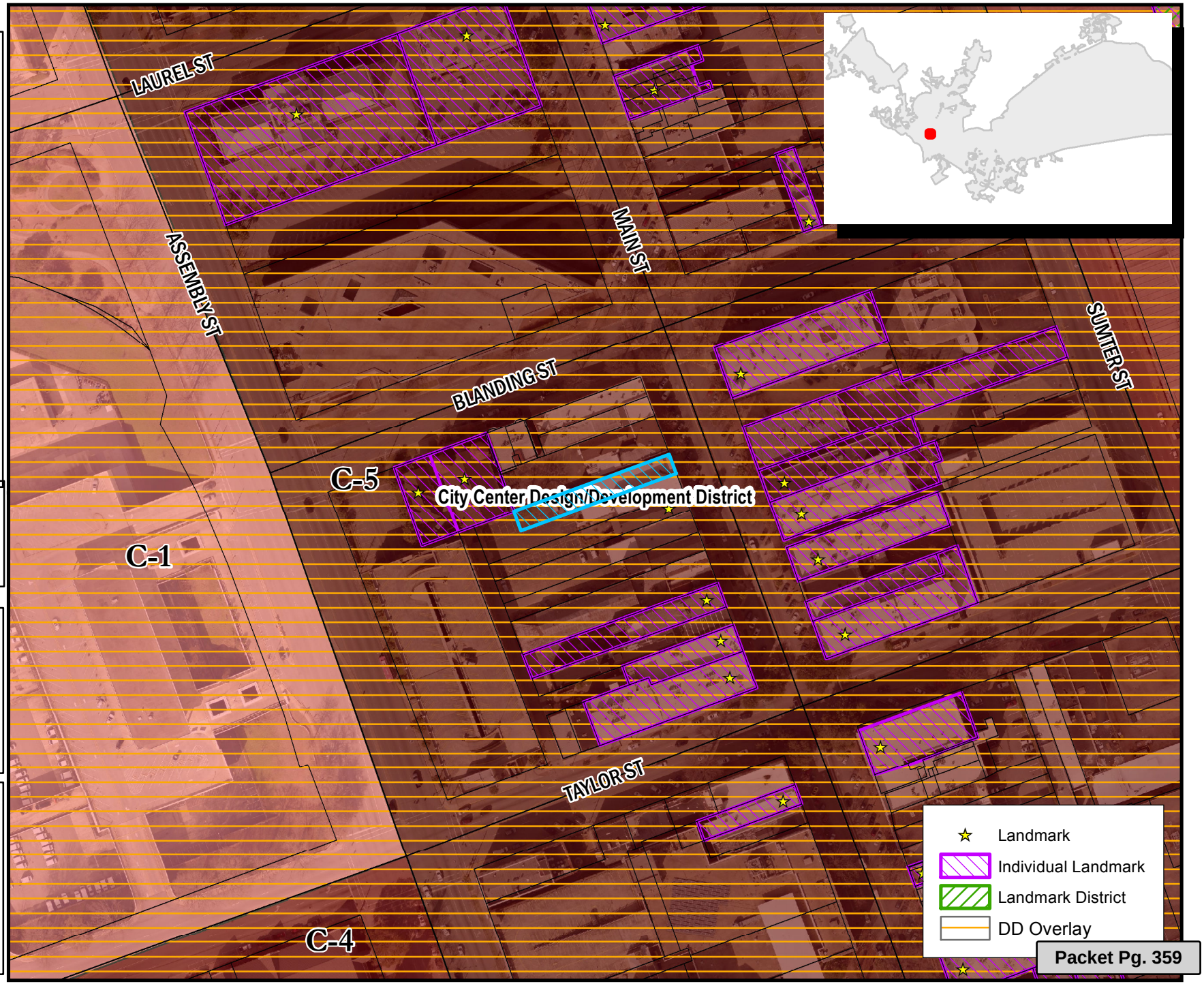
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1637 Main Street, TMS# 09014-10-07;
Existing Zoning: C-5, -DD, Proposed Zoning: C-5, -DD, -DP

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 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 2, 2018

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

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

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2018, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 1637 Main Street, TMS #09014-10-07.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Revised: 6/14/2018
18001174

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Comprehensive Plan – Future Land Use Map Amendment**

PURPOSE: **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 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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZPH_Case_Summary_FLU_fixes (PDF)
- #b: 2018-032 amend Comprehensive Plan 2018 (PDF)

HISTORY:

08/14/18 **Columbia City Council** **APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 2018 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Comprehensive Plan – Future Land Use Map Amendment Case Summary

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

PH, 1st Reading: 07/17/2018; Rescheduled

PH, 1st Reading: 08/14/2018; Pending

2nd Reading: 09/04/2018; Pending

DETAIL

This is an update to the Future Land Use Map in Chapter 8.3 of *The Columbia Plan: 2018* that addresses various properties throughout the City. In anticipation of the ten-year update to the Comprehensive Plan, staff has been actively reviewing the future land use map since the adoption of the *Plan Columbia: Land Use Plan* in 2015. This update includes modifications that will better reflect recent planning efforts, modifications to provide more appropriately nuanced future land use classifications for certain properties, and the assignment of future land use classifications to a couple of properties which were overlooked in the mapping process.

TMS	***Address***	***Existing Future Land Use***	***Proposed Future Land Use***
25716-02-02	445 Spears Creek Church Rd	Regional Activity Corridor (AC-3)	Urban Edge Multi Family (UEMF)
11211-01-03; 11212-16-06, -09, -14; 13702-01-30(p)	1931 Mitchell St, 1922 Wiley St, 811 S Edisto Ave, 808 Bay St, 1351, 1381, 1401, 1403 Jim Hamilton Blvd (p)	Employment Campus (EC)	Urban Core Residential Small Lot (UCR-1)

11702-02-06, -07; 11703-01-20, -24	S/W Winmet Dr, 501 Glenthorne Rd, 511 Alcott Dr, Alcott Dr	Industrial (IND)	Urban Edge Mixed Residential (UEMR)
06267-02-04, 06268-02-03	4653 & 4545 Broad River Rd	Civic/Institutional District (SD-2)	Community Activity Corridor (AC-2)
07307-01-01	230 Bush River Rd	Civic/Institutional District (SD-2)	Urban Core Regional Activity Center (UCAC-3)
07307-01-03	E/S Averyt Ave	Civic/Institutional District (SD-2)	Urban Edge Mixed Residential (UEMR)
07307-01-02	1300 Arrowwood Rd, 1231 Bluefield Dr	Civic/Institutional District (SD-2) and Urban Core Regional Activity Center (UCAC-3)	Urban Edge Mixed Residential (UEMR)
06200-03-02(p)	1735 Haviland Cir, 1700 Saint Andrews Terrace Rd	Urban Edge Mixed Residential (UEMR)	Civic/Institutional District (SD-2)
08916-06-01, -02, -03, -05, -12; 11303-01-01, -03, -04, -05, -06, -07, -08, -10; 11304-07-01, -05, -06; 11304-08-01, -02, -03, -04, -05, -06, -07, -08, -10, -11, -13, -14, -15, -16, -17, -18, -19	804, 826, 830, 900, 930 Assembly St; 1114, 1120, 1121, 1211, 1217 College St; 1111, 1115, 1119 Greene St; 801, 811, 817, 819, 825, 900, 906, 915, 916, 918, 921, 922, 925, 927, 928, 930, 933, 935, 937 Main St; 1110, 1128, 1212, 1224, 1226, 1230 Pendleton St; 901, 911, 915, 919, 921, 945 Sumter St; NX Pendleton St	Central Business District (SD-3)	Urban Core Regional Activity Center (UCAC-3)
11401-09-03(p), -05(p), -06(p), -08(p); 11401-14-01(p)	1616 Gervais St (p), 1618 Gervais St (p); 1620 Gervais St (p), 1628 Gervais St (p), 1114 Pickens St, 1500 Senate St (p)	Universities/Colleges (SD-5)	Central Business District (SD-3)
08915-07-01, -03, -04; 08915-08-01; 08916-07-01, -02; 11405-16-02, -03, -04, -05, -06	701, 813, 921 Assembly St; 1051 Blossom St; 15, 17 Gibbes Ct; 1014, 1051 Greene St; 835, 921, 923, 925 Gregg St; 1022, 1822, 1824, 1830 Pendleton St; E/S College St	Universities/Colleges (SD-5)	Urban Core Regional Activity Center (UCAC-3)

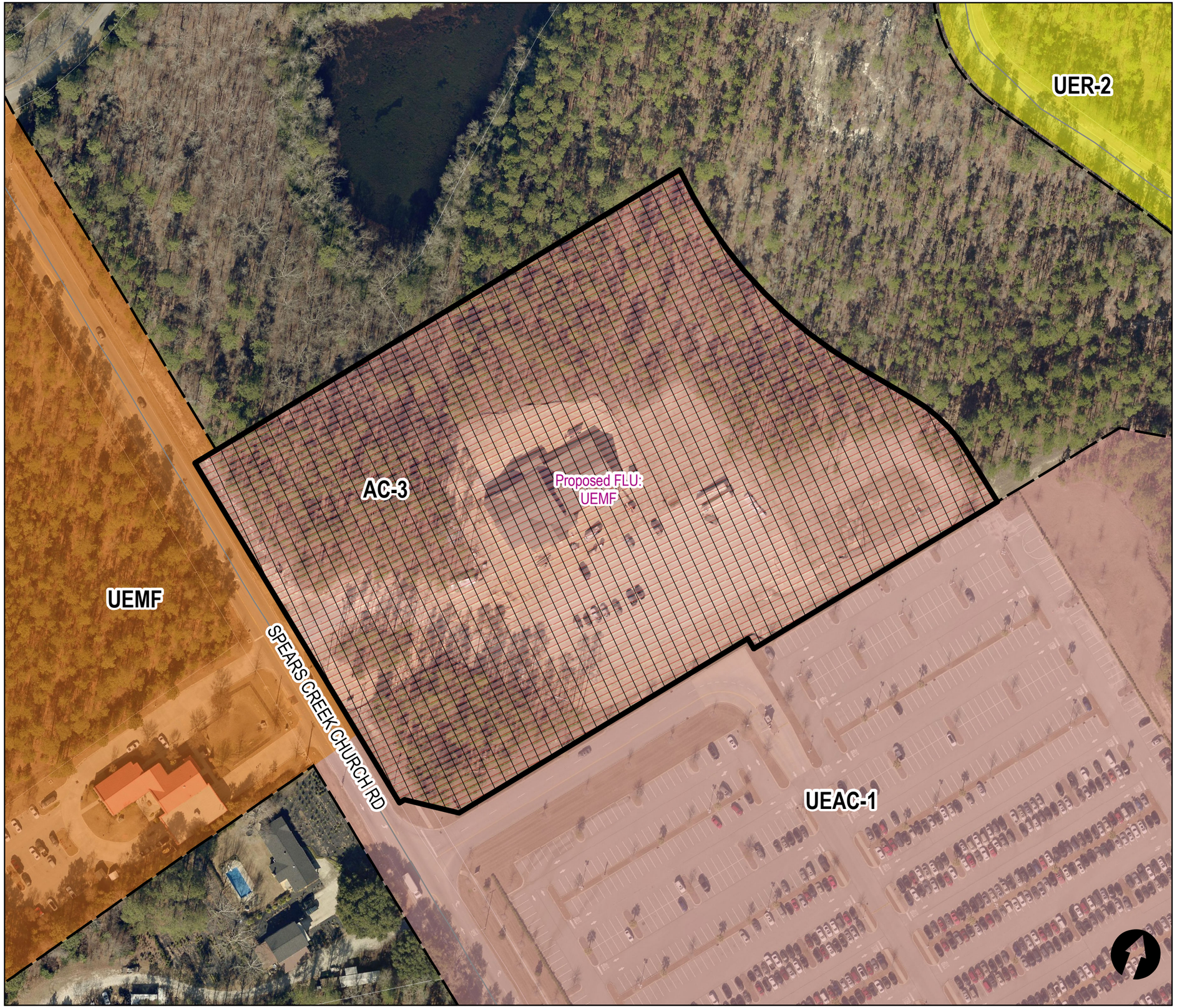
09211-08-01, -02; 09214-01-05, -06, -07, -08, -09; 09215-22-01, -02, -03	800, 816, 820, 824, 830 Wildwood Ave; 1001, 1003, 1005, 1007, 1009 Duke Ave	Universities/Colleges (SD-5)	Urban Core Residential Small Lot (UCR-1)
07613-02-15	200 Haverford Cir	Universities/Colleges (SD-5)	Urban Edge Residential Small Lot (UER-1)
07614-01-04	7103 Frost Ave	Universities/Colleges (SD-5)	Urban Edge Residential Large Lot (UER-2)
07600-02-29(p)	7401 Monticello Rd (p), 7435 Monticello Rd (p), 7103 Frost Ave (p)	currently unassigned	Urban Edge Residential Large Lot (UER-2)
07208-03-09(p)	East Bank of the Saluda River between Stoneridge RD & I-26 (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
16414-02-02	1300, 1314, 1316 Leesburg Rd	Urban Core Neighborhood Activity Center (UCAC-1)	Urban Edge Community Activity Center (UEAC-1)
07310-04-01, -02; 07314-01-08	655 & 725 Broad River Rd, 720 Riverhill Cir	Urban Core Regional Activity Center (UCAC-3)	Regional Activity Corridor (AC-3)
07307-01-05	1235 Averyt Ave	Urban Core Regional Activity Center (UCAC-3)	Employment Campus (EC)
22004-01-01(p), -08	Leesburg Rd (p), 3200 Leesburg Rd	Urban Edge Community Activity Center (UEAC-1)	Urban Edge Residential Small Lot (UER-1)
25608-01-38; 25705-07-20, -31, -32	120 & 121 Clemson Rd, 835 & 841 Sparkleberry Ln	Urban Edge Multi Family (UEMF)	Regional Activity Corridor (AC-3)
05900-03-01; 07301-01-02; 07215-02-11(p)	S/S Bush River Rd, S/S I-26, 500 Wildlife Pkwy (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
25700-02-04(p), -64(p), -65, -66, -67(p), -68(p)	1155 Clemson Frontage Rd (p), Clemson Frontage Rd (p) & Clemson Frontage Rd	Urban Edge Residential Small Lot (UER-1)	Urban Edge Multi Family (UEMF)
16408-07-02; 16408-01-07(p)	E/S Davidson Rd, 1001 True St (p)	Urban Edge Residential Small Lot (UER-1)	Urban Edge Mixed Residential (UEMR)
14104-06-09	1913 Burton St	currently unassigned	Urban Edge Residential Large Lot (UER-2)
11703-01-16	5519 Fairfield Rd	currently unassigned	Urban Edge Mixed Residential (UEMR)

07303-04-02A(p)	1201 Averyt Ave (p), 1200 Colonial Life Blvd (p)	Urban Edge Mixed Residential (UEMR), Urban Core Regional Activity Center (UCAC-3), and Civic/Institutional District (SD-2)	Employment Campus (EC) west of Averyt Ave and Urban Edge Mixed Residential (UEMR) east of Averyt Ave

STAFF RECOMMENDATION

Staff recommends that Council amend the future land use map as set forth above and in the attached maps.

Future Land Use Map



Legend

- Subject Property
- Municipal Boundary
- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
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- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 150 300 Feet

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Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



Legend

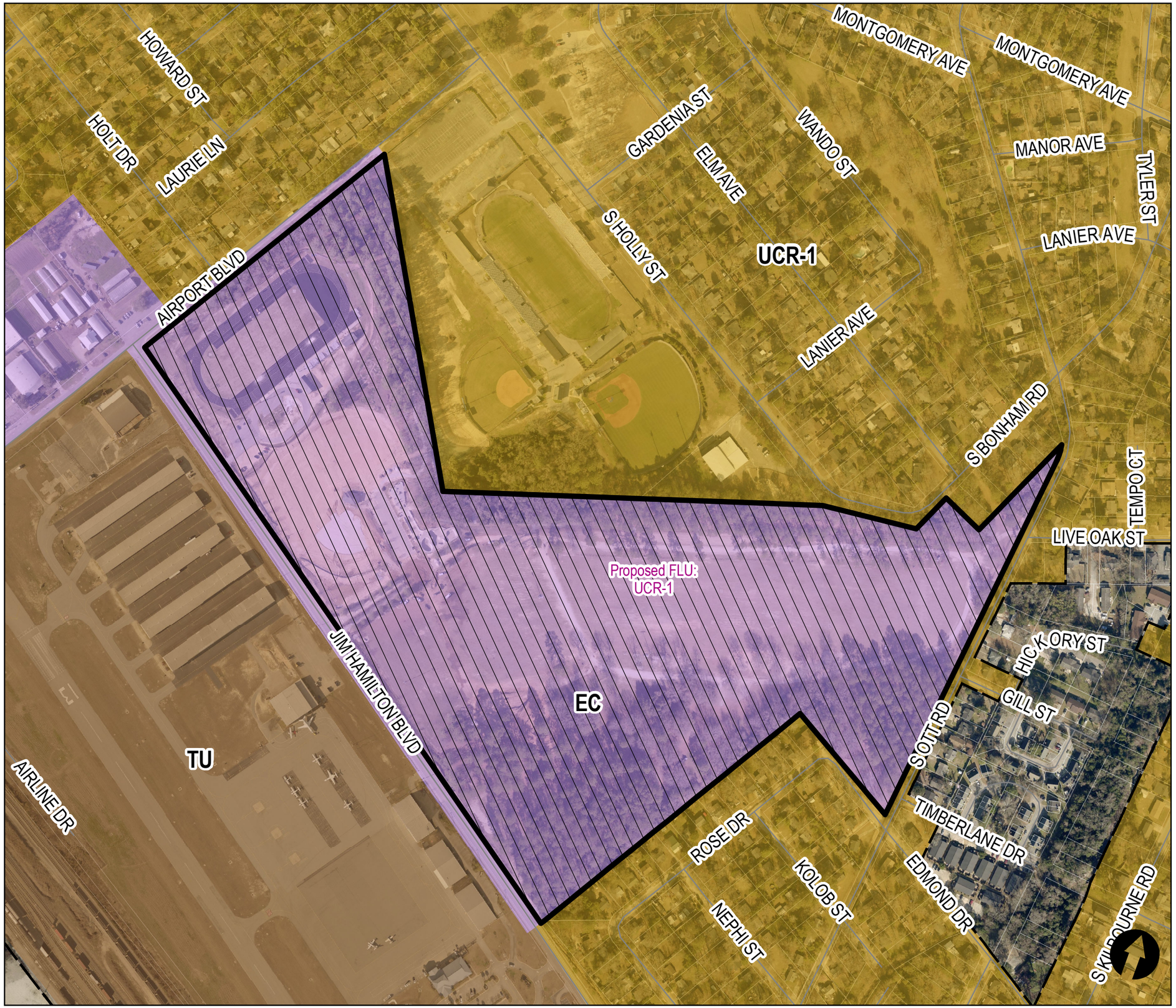
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0 50 100 Feet

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Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



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0 400 800 Feet

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We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



Legend

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0 300 600 Feet

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We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



Legend

- Subject Property
- Municipal Boundary
- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
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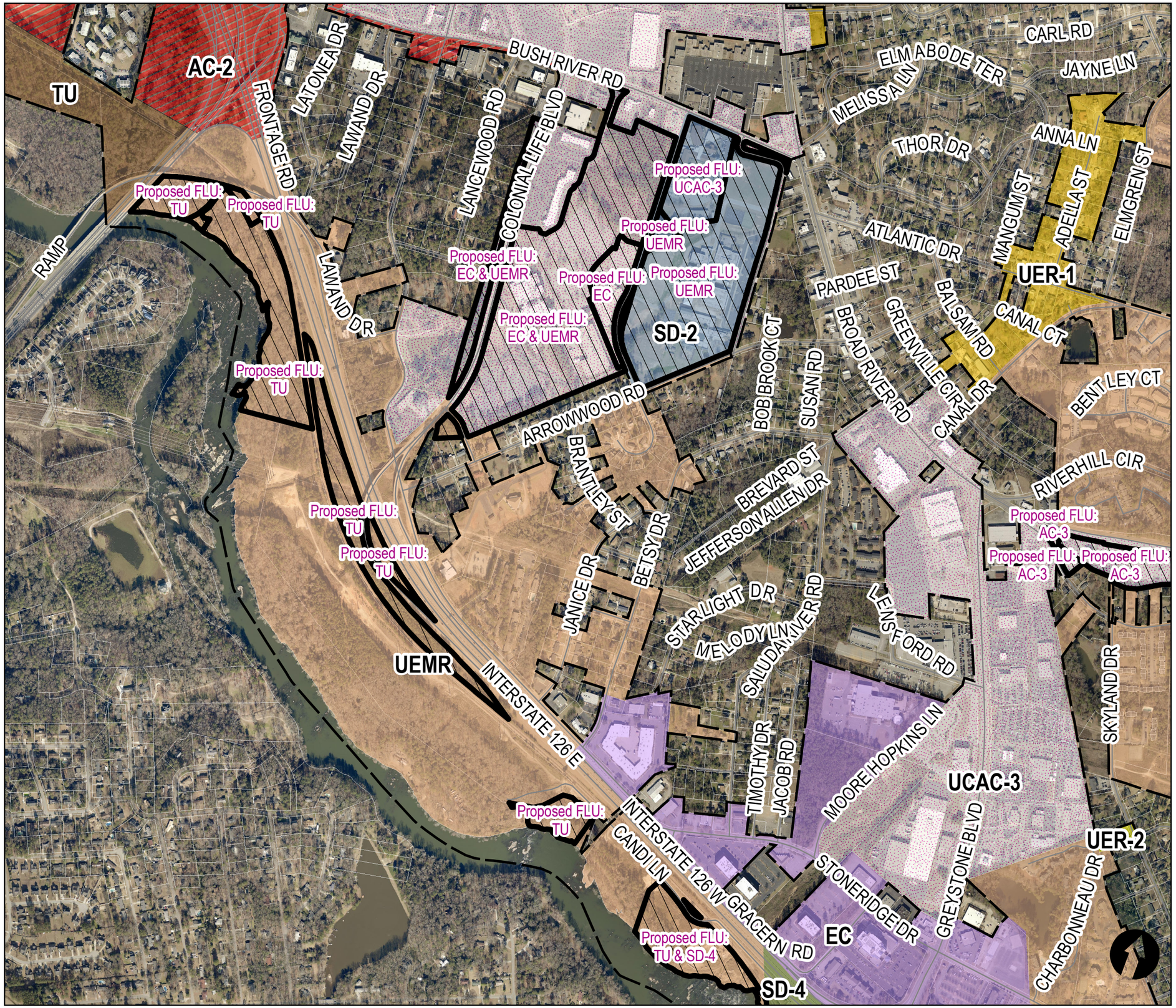
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Prepared by: Adam Bradway
Date: 4/25/2018

Future Land Use Map



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Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map

PENDLETON ST
MELTON ALY
PARK ST
ASSEMBLY ST
MARION ST
SUMTER ST
COLLEGE ST
GREENE ST
MAIN ST
DEVINE ST
LINCOLN ST
BLOSSOM ST

SD-3
Existing FLU: SD-3
Proposed FLU: UCAC-3

Existing FLU: SD-5

Proposed FLU: UCAC-3

UCAC-3

SD-5

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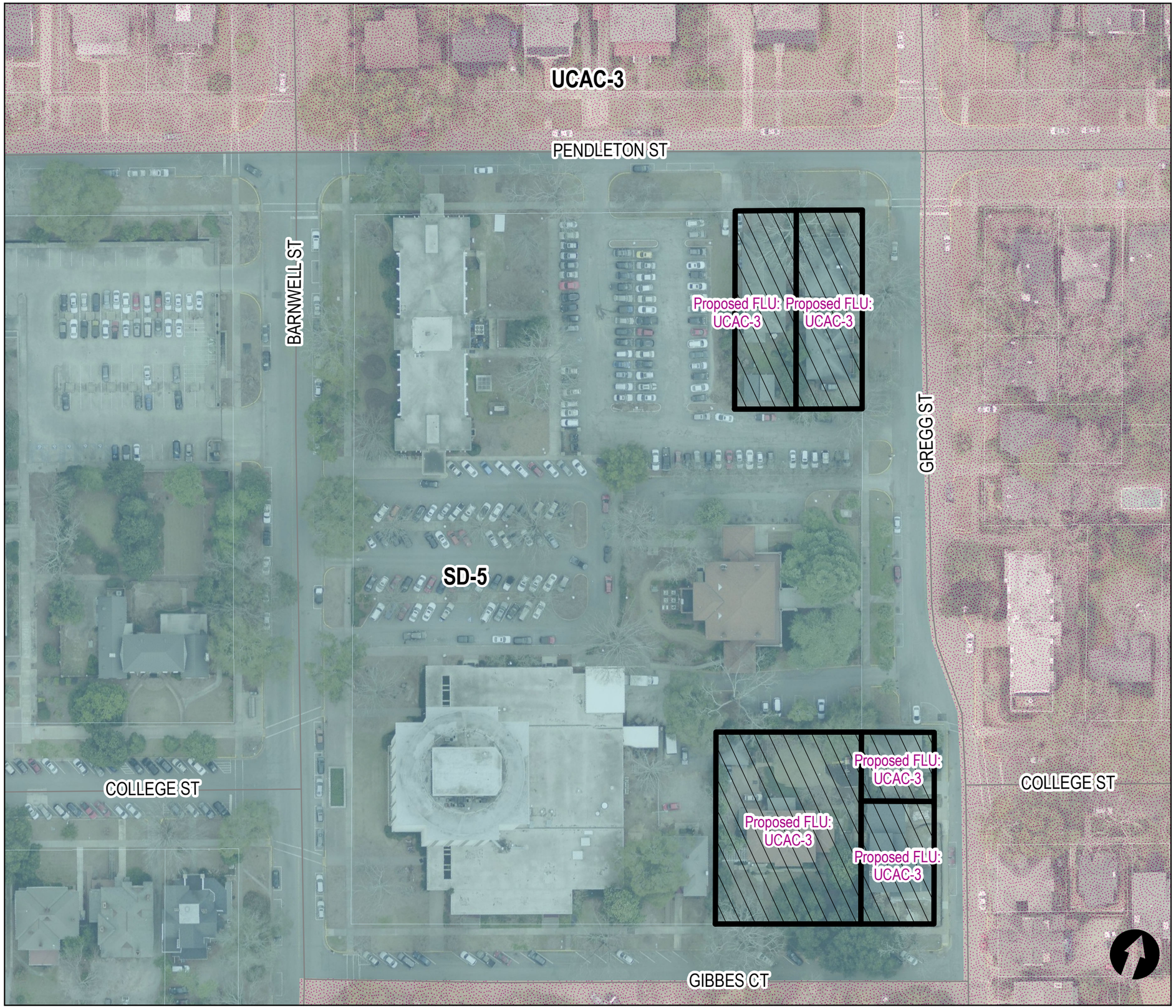
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Prepared by: Leigh DeForth
Date: 5/1/2018

Future Land Use Map



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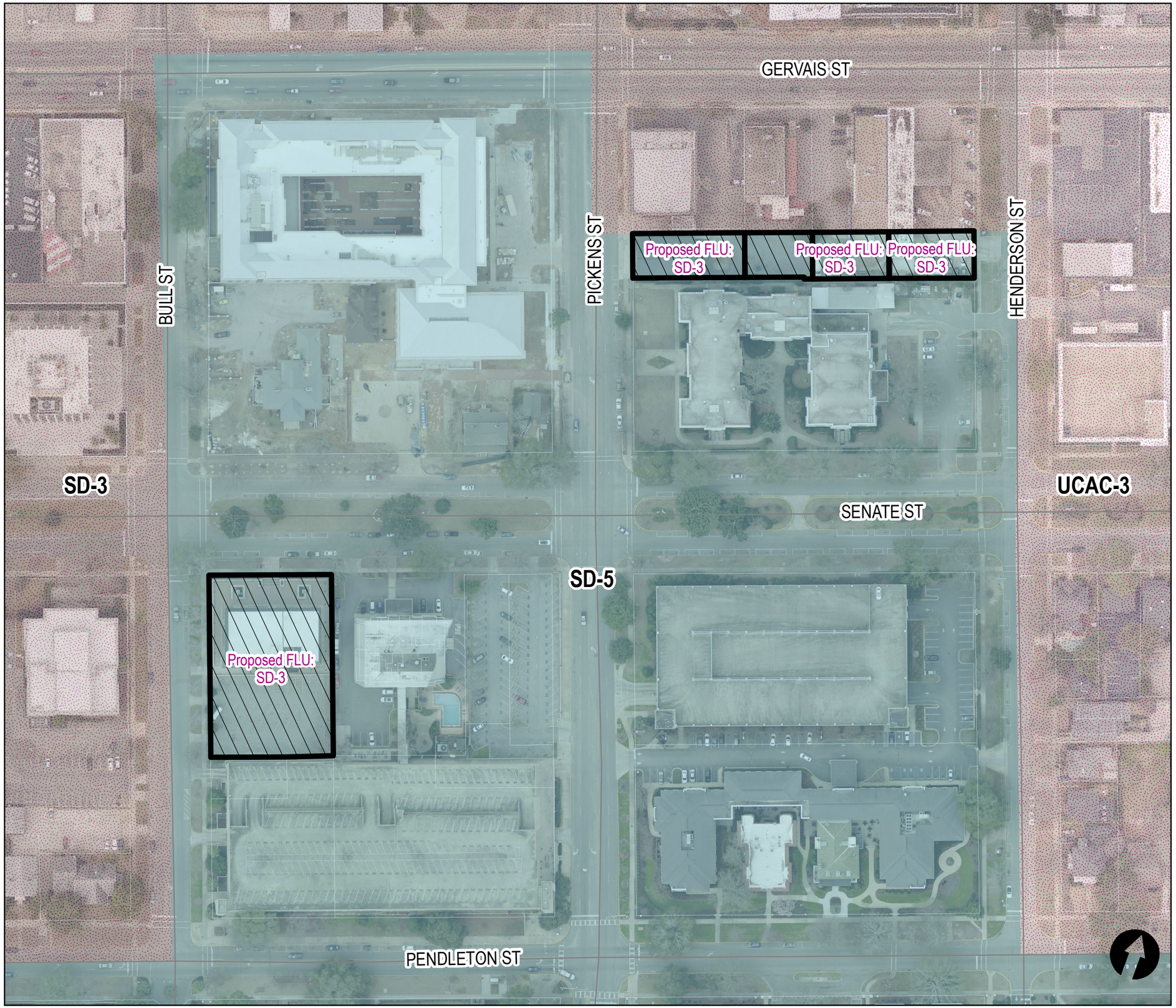
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We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



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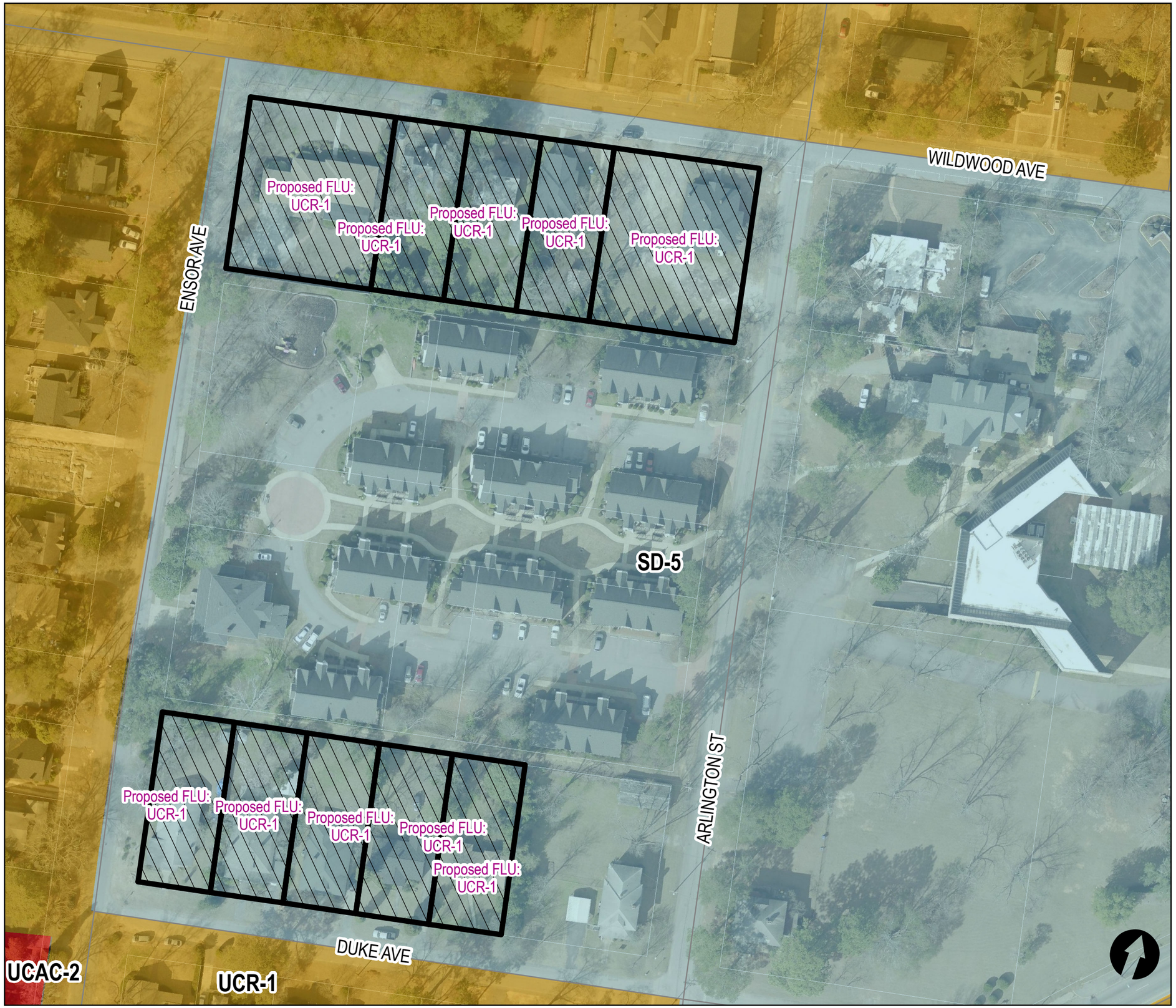
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0 150 300 Feet

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Prepared by: Adam Bradway
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0 100 200 Feet

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Prepared by: Adam Bradway
Date: 4/23/2018

Future Land Use Map



Legend

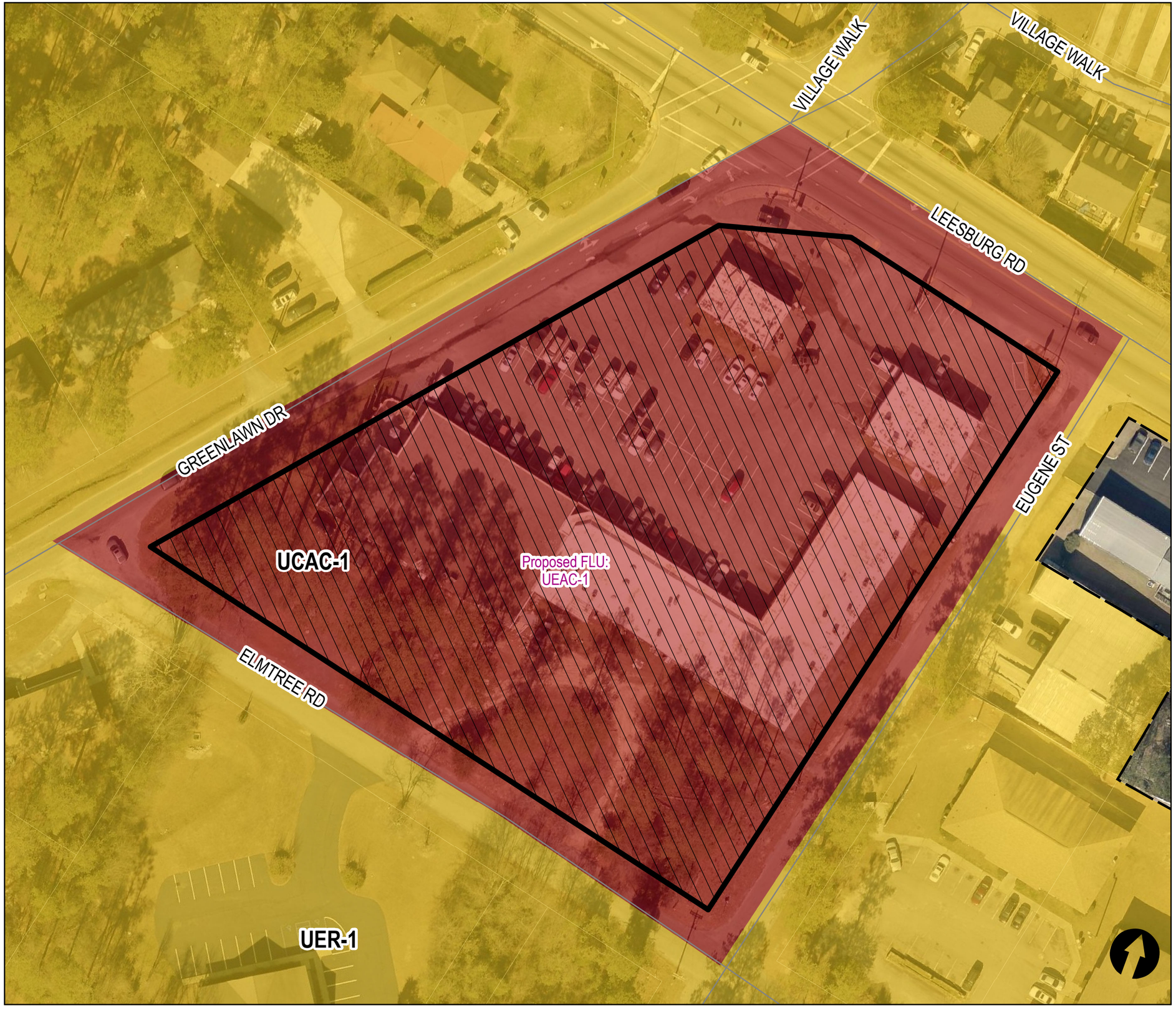
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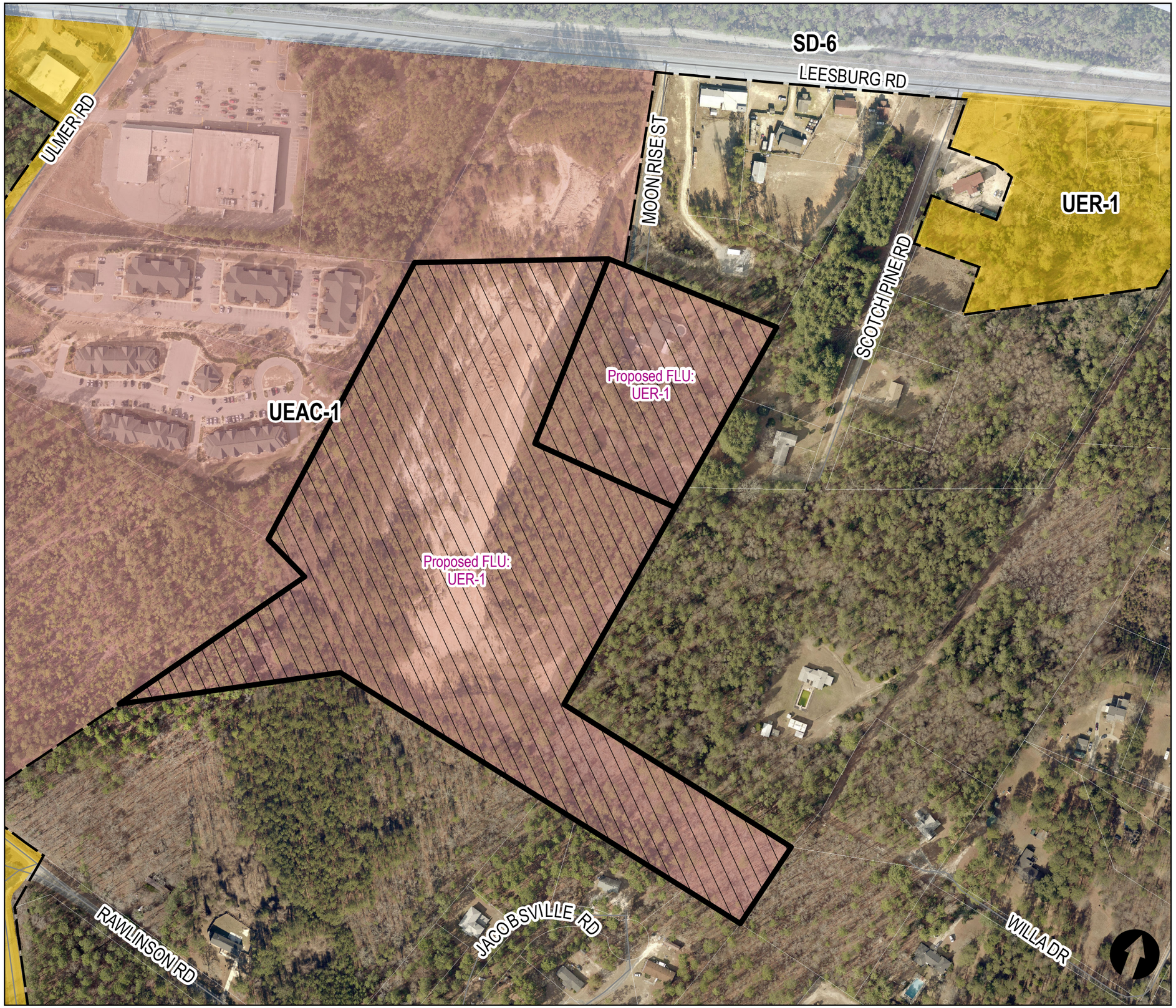
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We Are Columbia

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Date: 4/23/2018

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0 250 500 Feet

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Date: 4/23/2018

Future Land Use Map



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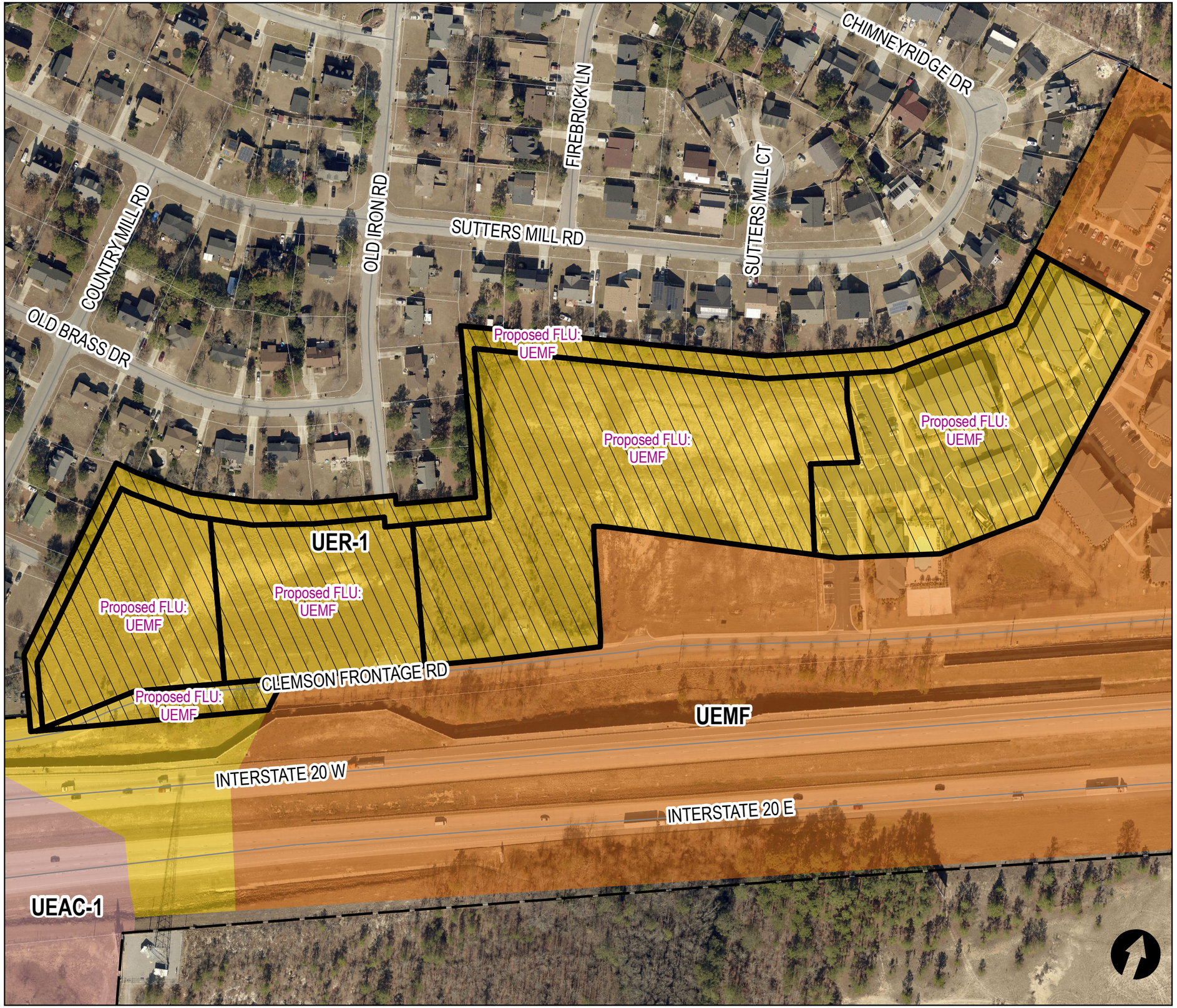
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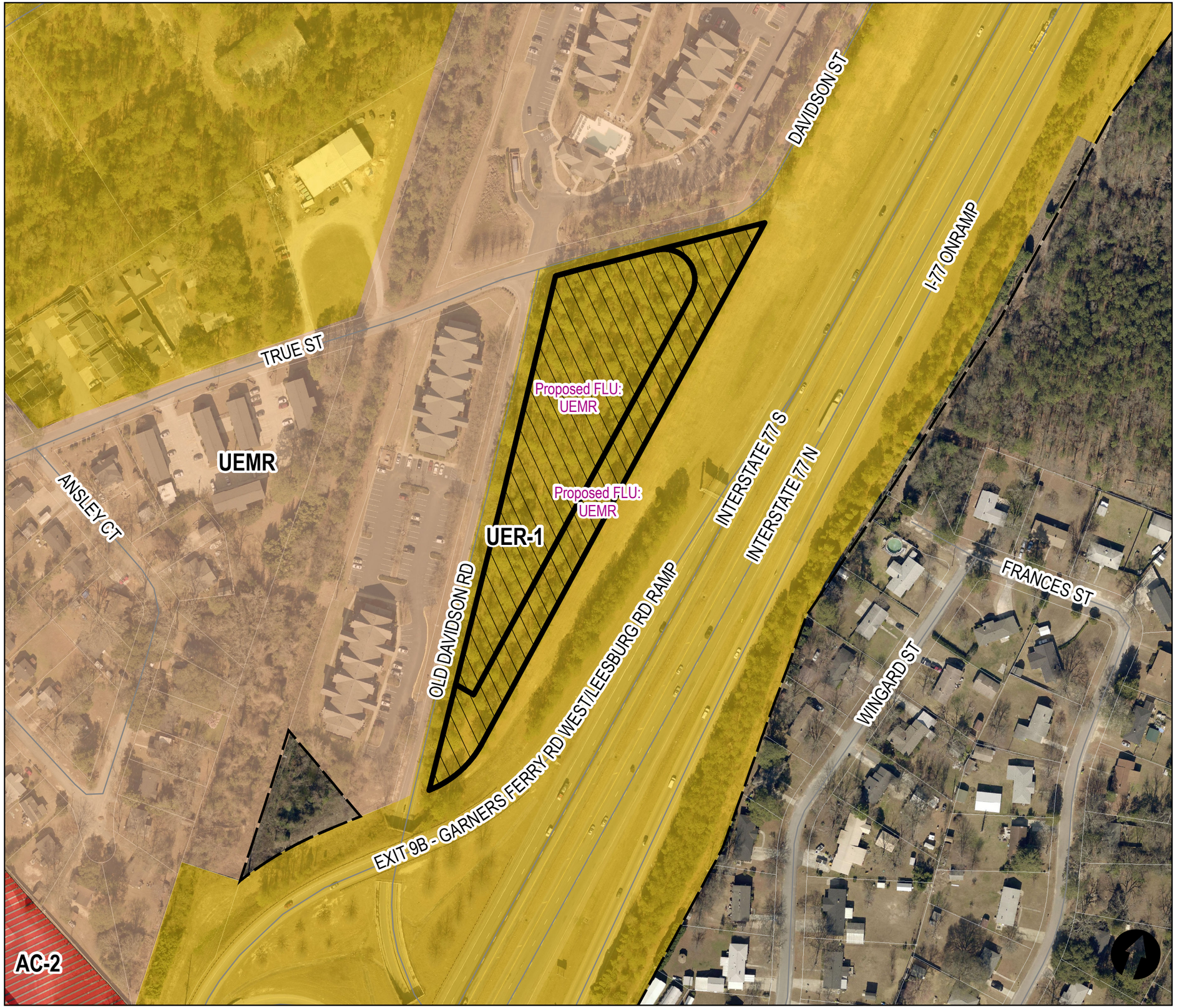
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We Are Columbia

Prepared by: Adam Bradway
Date: 4/23/2018

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

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together", along with all the maps and policies contained therein; and,

WHEREAS, the properties referenced in Attachments A and B were included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2018, that the properties referenced in Attachments A and B, included in the Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, shall be assigned the designated future land use classifications, and the Future Land Use Map shall be amended accordingly.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

ORDINANCE NO.: 2018-032
Attachment A

TMS	*Address*	*Existing Future Land Use*	*Proposed Future Land Use*
25716-02-02	445 Spears Creek Church Rd	Regional Activity Corridor (AC-3)	Urban Edge Multi Family (UEMF)
11211-01-03; 11212-16-06, -09, -14; 13702-01-30(p)	1931 Mitchell St, 1922 Wiley St, 811 S Edisto Ave, 808 Bay St, 1351, 1381, 1401, 1403 Jim Hamilton Blvd (p)	Employment Campus (EC)	Urban Core Residential Small Lot (UCR-1)
11702-02-06, -07; 11703-01-20, -24	S/W Winmet Dr, 501 Glenthorne Rd, 511 Alcott Dr, Alcott Dr	Industrial (IND)	Urban Edge Mixed Residential (UEMR)
06267-02-04, 06268-02-03	4653 & 4545 Broad River Rd	Civic/Institutional District (SD-2)	Community Activity Corridor (AC-2)
07307-01-01	230 Bush River Rd	Civic/Institutional District (SD-2)	Urban Core Regional Activity Center (UCAC-3)
07307-01-03	E/S Averyt Ave	Civic/Institutional District (SD-2)	Urban Edge Mixed Residential (UEMR)
07307-01-02	1300 Arrowwood Rd, 1231 Bluefield Dr	Civic/Institutional District (SD-2) and Urban Core Regional Activity Center (UCAC-3)	Urban Edge Mixed Residential (UEMR)
06200-03-02(p)	1735 Haviland Cir, 1700 Saint Andrews Terrace Rd	Urban Edge Mixed Residential (UEMR)	Civic/Institutional District (SD-2)
08916-06-01, -02, -03, -05, -12; 11303-01-01, -03, -04, -05, -06, -07, -08, -10; 11304-07-01, -05, -06; 11304-08-01, -02, -03, -04, -05, -06, -07, -08, -10, -11, -13, -14, -15, -16, -17, -18, -19	804, 826, 830, 900, 930 Assembly St; 1114, 1120, 1121, 1211, 1217 College St; 1111, 1115, 1119 Greene St; 801, 811, 817, 819, 825, 900, 906, 915, 916, 918, 921, 922, 925, 927, 928, 930, 933, 935, 937 Main St; 1110, 1128, 1212, 1224, 1226, 1230 Pendleton St; 901, 911, 915, 919, 921, 945 Sumter St; NX Pendleton St	Central Business District (SD-3)	Urban Core Regional Activity Center (UCAC-3)

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11401-09-03(p), -05(p), -06(p), -08(p); 11401-14-01(p)	1616 Gervais St (p), 1618 Gervais St (p); 1620 Gervais St (p), 1628 Gervais St (p), 1114 Pickens St, 1500 Senate St (p)	Universities/Colleges (SD-5)	Central Business District (SD-3)
08915-07-01, -03, -04; 08915-08-01; 08916-07-01, -02; 11405-16-02, -03, -04, -05, -06	701, 813, 921 Assembly St; 1051 Blossom St; 15, 17 Gibbes Ct; 1014, 1051 Greene St; 835, 921, 923, 925 Gregg St; 1022, 1822, 1824, 1830 Pendleton St; E/S College St	Universities/Colleges (SD-5)	Urban Core Regional Activity Center (UCAC-3)
09211-08-01, -02; 09214-01-05, -06, -07, -08, -09; 09215-22-01, -02, -03	800, 816, 820, 824, 830 Wildwood Ave; 1001, 1003, 1005, 1007, 1009 Duke Ave	Universities/Colleges (SD-5)	Urban Core Residential Small Lot (UCR-1)
07613-02-15	200 Haverford Cir	Universities/Colleges (SD-5)	Urban Edge Residential Small Lot (UER-1)
07614-01-04	7103 Frost Ave	Universities/Colleges (SD-5)	Urban Edge Residential Large Lot (UER-2)
07600-02-29(p)	7401 Monticello Rd(p), 7435 Monticello Rd(p), 7103 Frost Ave(p)	currently unassigned	Urban Edge Residential Large Lot (UER-2)
07208-03-09(p)	East Bank of the Saluda River between Stoneridge RD & I-26 (p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
16414-02-02	1300, 1314, 1316 Leesburg Rd	Urban Core Neighborhood Activity Center (UCAC-1)	Urban Edge Community Activity Center (UEAC-1)
07310-04-01, -02; 07314-01-08	655 & 725 Broad River Rd, 720 Riverhill Cir	Urban Core Regional Activity Center (UCAC-3)	Regional Activity Corridor (AC-3)
07307-01-05	1235 Averyt Ave	Urban Core Regional Activity Center (UCAC-3)	Employment Campus (EC)
22004-01-01(p), -08	Leesburg Rd(p), 3200 Leesburg Rd	Urban Edge Community Activity Center (UEAC-1)	Urban Edge Residential Small Lot (UER-1)
25608-01-38; 25705-07-20, -31, -32	120 & 121 Clemson Rd, 835 & 841 Sparkleberry Ln	Urban Edge Multi Family (UEMF)	Regional Activity Corridor (AC-3)

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05900-03-01; 07301-01-02; 07215-02-11(p)	S/S Bush River Rd, S/S I-26, 500 Wildlife Pkwy(p)	Urban Edge Mixed Residential (UEMR)	Transportation & Utilities (TU)
25700-02-04(p), -64(p), -65, -66, -67(p), -68(p)	1155 Clemson Frontage Rd(p), Clemson Frontage Rd(p) & Clemson Frontage Rd	Urban Edge Residential Small Lot (UER-1)	Urban Edge Multi Family (UEMF)
16408-07-02; 16408-01-07(p)	E/S Davidson Rd, 1001 True St(p)	Urban Edge Residential Small Lot (UER-1)	Urban Edge Mixed Residential (UEMR)
14104-06-09	1913 Burton St	currently unassigned	Urban Edge Residential Large Lot (UER-2)
11703-01-16	5519 Fairfield Rd	currently unassigned	Urban Edge Mixed Residential (UEMR)
07303-04-02A(p)	1201 Averyt Ave(p), 1200 Colonial Life Blvd(p)	Urban Edge Mixed Residential (UEMR), Urban Core Regional Activity Center (UCAC-3), and Civic/Institutional District (SD-2)	Employment Campus (EC) west of Averyt Ave and Urban Edge Mixed Residential (UEMR) east of Averyt Ave

DRAFT

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-076 Authorizing consumption of beer and wine only at the Tuesday Happy Hour Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-076 Tuesday Happy Hour Bier Gartens Fall Series (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-076

Authorizing consumption of beer and wine only at the Tuesday Happy Hour Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Tuesday Happy Hour Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018 from 5:00 p.m. until 9:00 p.m.; and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 5:00 p.m. until 9:00 p.m. on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018 from 5:00 p.m. until 9:00 p.m in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2018, that the sale of beer and wine beverages only are authorized between the hours of 5:00 p.m. and 8:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the

proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, 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 Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes 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 Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays September 25, 2018, October 2, 2018, October 9, 2018, October 16, 2018, October 23, 2018, October 30, 2018, November 13, 2018, November 20, 2018 and November 27, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:
Last revised: 8/29/2018
18001893

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	8/22/18 (amend 7/2/18)
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Scott Burgess, Bierkeller 803.338.1599
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Bierkeller's Fall Series of Tuesday Biergartens
DATE(S) OF EVENTS: (monthly can be on one request)	9/25, 10/2, 10/9, 10/16, 10/23, 10/30, 11/13, 11/20, 11/27
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	n/a
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Brick and grassy amphitheater areas at Riverfront Park South, 312 Laurel Street Lawn area
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	n/a
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	n/a
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:30-9pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p. m.)*	5:30-8:30p

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

Riverfront Amphitheater

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W E
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CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\FestivalCleanup_20180308.mxd

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-077 - Authorizing consumption of beer and wine only at the Saturday Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-077 Saturday Bier Gartens Fall Series at Riverfront Park (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-077

Authorizing consumption of beer and wine only at the Saturday Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Saturday Bier Gartens Fall Series in the Amphitheater Area of the Riverfront Park on September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018 from 1:00 p.m. until 8:00 p.m.; and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 1:00 p.m. until 8:00 p.m. on Saturdays, September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018 from 1:00 p.m. until 8:00 p.m in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 1:00 p.m. and 7:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2018, that the sale of beer and wine beverages only are authorized between the hours of 1:00 p.m. and 7:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, 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 Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes 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 Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturdays, September 15, 2018, October 20, 2018, November 11, 2018, November 17, 2018, December 15, 2018 and December 22, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 8/22/2018
18001894

DATE OF REQUEST	8/22/18 (amend 7/2/18)
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Scott Burgess, Bierkeller 803.338.1599
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Saturday Bier Gartens- Fall Series
DATE(S) OF EVENTS: (monthly can be on one request)	9/15, 10/20, 11/10, 11/17, 12/15, 12/22
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	n/a
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Brick and grassy amphitheater areas at Riverfront Park South, 312 Laurel Street Lawn area
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	n/a
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	n/a
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	1-8
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p. m.)*	1-7:30p

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

Riverfront Amphitheater

N
W E
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CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\FestivalCleanup_20180308.mxd

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-085 - Authorizing consumption of beer and wine only at Soda City Pet Adoption Day on Saturday, November 10, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-085 Soda City Pet Adoption Day (Nov 10) (PDF)

RESOLUTION NO.: R-2018-085

LEGAL DEPARTMENT DRAFT

Authorizing consumption of beer and wine only at Soda City Pet Adoption Day on Saturday, November 10, 2018

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Pet Adoption Day to be held in the half block area of the 1300 block of Main Street between Lady Street and Washington Street, excluding the intersection of Lady Street, including the intersection of Washington Street; the half block area of the 1100 block of Washington Street east of the entrance to the parking lot behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway into the Sumter Street garage to allow for ingress and egress to the parking lot and driveway; the 1500 block of Main Street including the intersection of Hampton Street, excluding Boyd Plaza; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding the intersection of Taylor Street from 9:00 a.m. until 1:00 p.m. on Saturday, November 10, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1300 block of Main Street between Lady Street and Washington Street, excluding the intersection of Lady Street, including the intersection of Washington Street; the half block area of the 1100 block of Washington Street east of the entrance to the parking lot behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway into the Sumter Street garage to allow for ingress and egress to the parking lot and driveway; the 1500 block of Main Street including the intersection of Hampton Street, excluding Boyd Plaza; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding the intersection of Taylor Street from 7:00 a.m. until 2:30 p.m. on Saturday, November 10, 2018 for set up, clean up, staging of the event and crowd control and overflow for the event to be held from 9:00 p.m. until 1:00 p.m. and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 12:30 p.m. on Saturday, November 10, 2018; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. until 12:30 p.m. on Saturday, November 10, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that 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 RESOLVED 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,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 block of Main Street between Lady Street and Washington Street, excluding the intersection of Lady Street, including the intersection of Washington Street; the half block area of the 1100 block of Washington Street east of the entrance to the parking lot behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway into the Sumter Street garage to allow for ingress and egress to the parking lot and driveway; the 1500 block of Main Street including the intersection of Hampton Street, excluding Boyd Plaza; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding the intersection of Taylor 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 1300 block of Main Street between Lady Street and Washington Street, excluding the intersection of Lady Street, including the intersection of Washington Street; the half block area of the 1100 block of Washington Street east of the entrance to the parking lot behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway into the Sumter Street garage to allow for ingress and egress to the parking lot and driveway; the 1500 block of Main Street including the intersection of Hampton Street, excluding Boyd Plaza; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding the intersection of Taylor 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 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 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.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, November 10, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	JULY 12TH
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Emile DeFelice hello@sodacitysc.com & emile@sodacitysc.com 803-917-0794
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Soda City Adoption Day
DATE(S) OF EVENTS:	November 10th 2018
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	None
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1300, 1400 & 1500 blocks of Main St between Lady St & Taylor St. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main St and the half block area of the 1200 block of Washington St west of the entrance to the Meridian Parking Garage.
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1300, 1400 & 1500 blocks of Main St between Lady St & Taylor St. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main St and the half block area of the 1200 block of Washington St west of the entrance to the Meridian Parking Garage.
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	7 AM to 2:30 PM
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	9 AM to 1 PM
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	9 AM - 12:30 PM

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

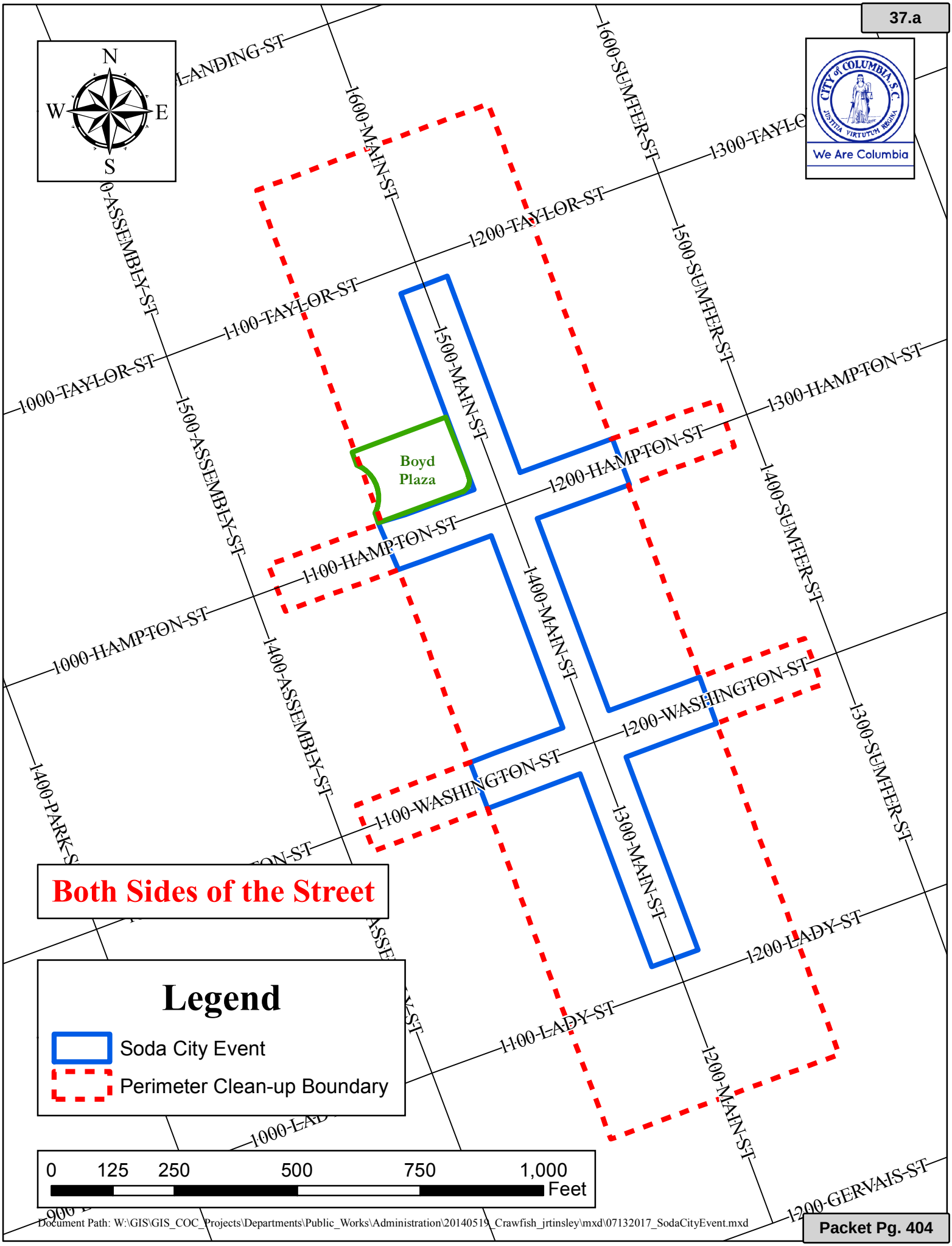
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

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We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-086 Authorizing consumption of beer and wine beverages only at the Columbia Welcomes America's Mayors event in conjunction with the United States Conference of Mayors Fall Leadership Meeting in the 1600 block of Main Street between Taylor Street and Blanding Street on Friday, September 28, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-086 Columbia Welcomes America's Mayors (Sept 28) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-086

Authorizing consumption of beer and wine beverages only at the Columbia Welcomes America's Mayors event in conjunction with the United States Conference of Mayors Fall Leadership Meeting in the 1600 block of Main Street between Taylor Street and Blanding Street on Friday, September 28, 2018

WHEREAS, Scott Middleton ("Sponsor") is sponsoring the Columbia Welcomes America's Mayors event in conjunction with the United States Conference of Mayors Fall Leadership Meeting in the 1600 block of Main Street between Taylor Street and Blanding Street with the exception of the intersections, from 5:00 p.m. until 10:00 p.m. on Friday, September 28, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Main Street between Taylor Street and Blanding Street with the exception of the intersections from 12:00 p.m. until 2:00 a.m. for set up, clean up, and staging of the event to be held from 5:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 5:00 p.m. until 9:30 p.m.; 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 RESOLVED by the Mayor and Council this __ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Friday, September 28, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that 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 RESOLVED 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 RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1600 block of Main Street between Taylor Street and Blanding Street, with the exception of the intersections, parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1600 block of Main Street between Taylor Street and Blanding Street, with the exception of the intersections, parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages 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.

BE IT FURTHER RESOLVED that in the event of inclement weather on Friday, September 28, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting
the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Mayor _____

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/9/2018
18001743

DATE OF REQUEST	8.6.18
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	~~Heyward Harvin~~ 1737 Main Street Columbia, SC 29201 803.995.1181 FHHarvin@ColumbiaSC.net ** EMAIL PREFERRED**
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Columbia Welcomes America's Mayors (event in conjunction with the USCM Fall Leadership meeting)
DATE(S) OF EVENTS: (monthly can be on one request)	9.28.18
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	Rain location is The Senate
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1600 block of Main Street (will not interfere with traffic on Taylor or Blanding Streets)
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1600 block of Main Street
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	12:00pm (9.28.18) - 2:00am (9.29.18)
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:00pm - 10:00pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	5:00pm - 9:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

1800743 R-2018-08

1600 BLOCK OF MAIN STREET

We Are Columbia

1200 LAUREL ST
1100 LAUREL ST
1800 ASSEMBLY ST
1700 MAIN ST
1700 SUMTER ST
1702 MARION ST
1300 BLANDING ST
1700 ASSEMBLY ST
1200 BLANDING ST
1100 BLANDING ST
1600 MAIN ST
1600 SUMTER ST
1300 TAYLOR ST
1600 ASSEMBLY ST
1200 TAYLOR ST
1100 TAYLOR ST
1500 SUMTER ST
1000 TAYLOR ST
1500 MAIN ST
1500 ASSEMBLY ST
1200 HAMPTON ST
1400 SUMTER ST
1100 HAMPTON ST
1500 PARK
1400 MAIN ST
1400 ASSEMBLY ST
1200 WASHINGTON ST
1100 WASHINGTON ST
1300 MAIN ST
1000 WASHINGTON ST

Both Sides of the Street

Legend

Indie Grits

Perimeter Clean-up Boundary

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\20170210_IndieGritsOpening.mxd

We Are Columbia

MEETING DATE:	**September 4, 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)

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 4, 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)

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 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment - 134 Coopers Nursery Road; TMS# 28900-03-17**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0006_WoodcreekFarmsD14 (PDF)
- #b: 2018-035 annex-incorporate 134 Coopers Nursery (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**APPROVED ON FIRST READING**

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

CITY COUNCIL

August 14, 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
134 Coopers Nursery Road; TMS# 28900-03-17

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)
ZPH, 1st Reading:	07/17/2018; Rescheduled
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 19.33 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood – Medium Density
Proposed Land Use Classification: Urban Edge Residential – Large Lot (UER-2)
Current Richland County Zoning: PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$15,000** annually to provide service for the proposed 32 single-family attached residences 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. As a new development is proposed, this would all be new revenue.

Planning & Development Services
This property is within a "Donut Hole" surrounded by the City of Columbia and we recommend annexation of this property. The proposed development consists of a neighborhood of approximately 32 single-family attached residences. The annual City property tax revenue generated for this development, as proposed, will be approximately **$29,000.**

* 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 Urban Edge Residential – Large Lot (UER-2); the property is currently classified as Neighborhood – Medium Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block apttern found in the urban

neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business/Employment
- 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 parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R). Surrounding parcels within unincorporated Richland County are currently zoned PDD.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Large Scale (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.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

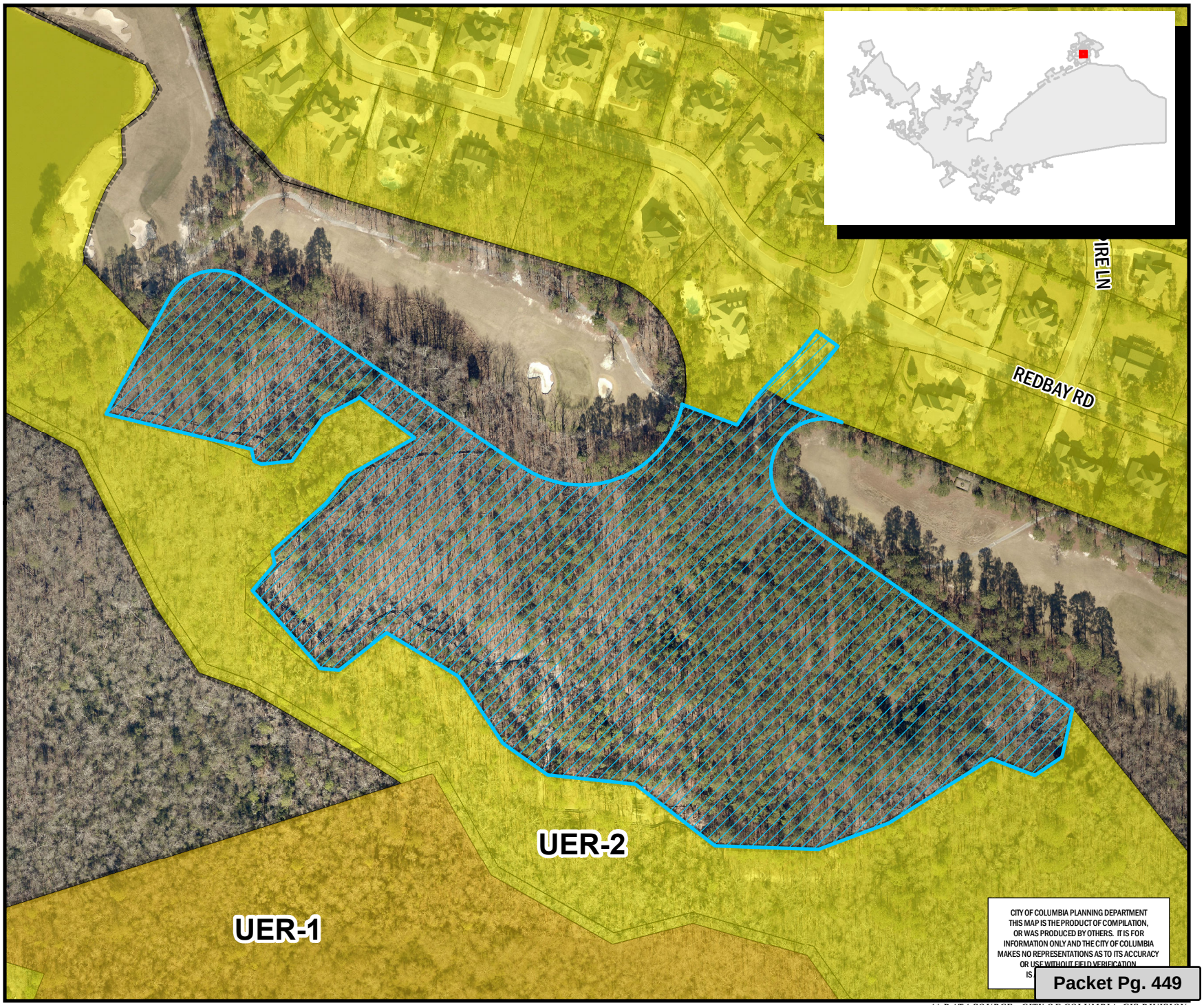
Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development Residential District (PUD-R) at the time of annexation.



Future Land Use Map

134 Coopers Nursery Road; TMS 28900-03-17;
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

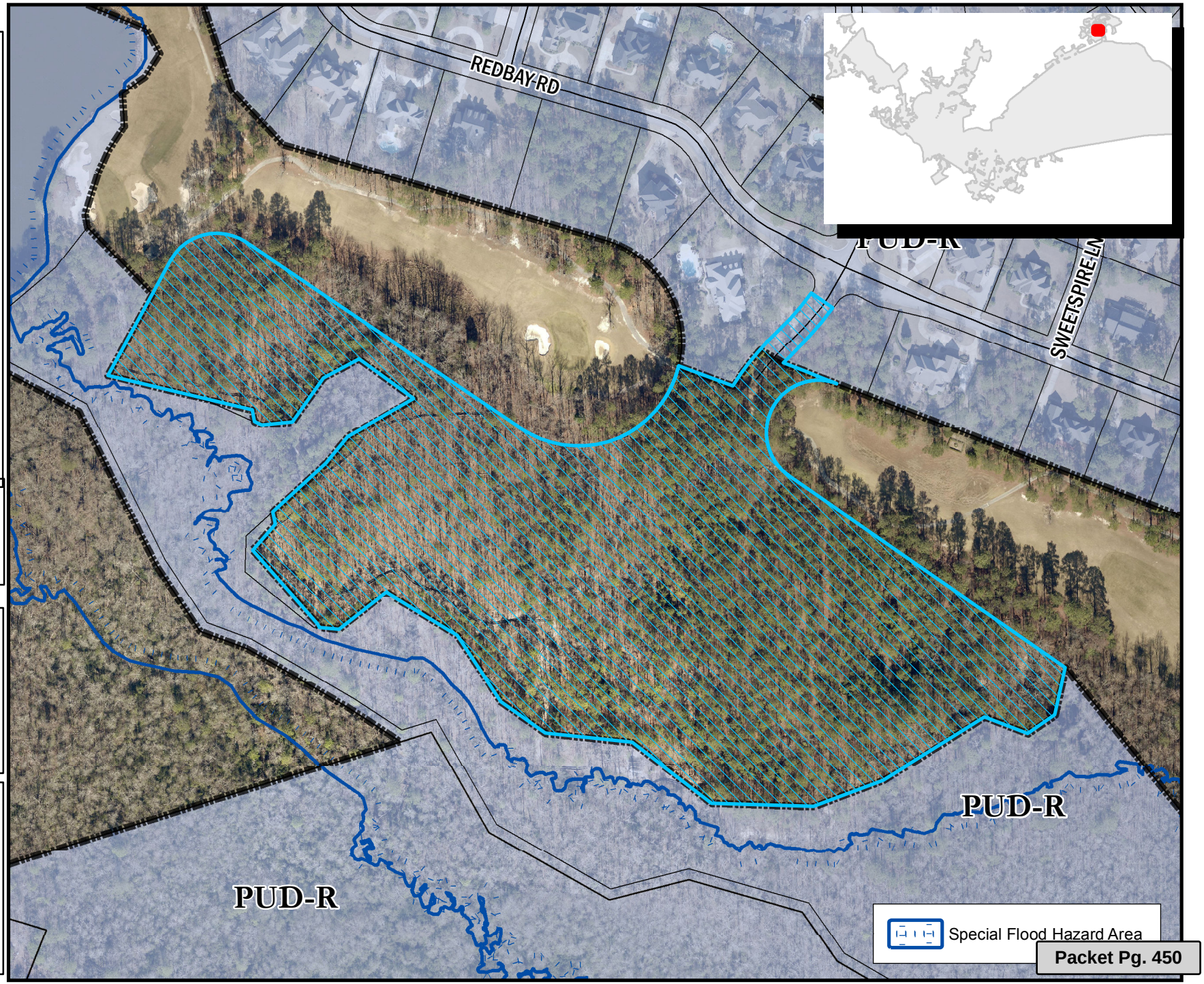
CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

134 Coopers Nursery Road, TMS# 2890
Existing Zoning: PDD, Proposed Zoning: PUD-R

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 50 100 200 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.: 2018-035

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

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 Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 19.33 acres, and shall be assigned a land use classification of Urban Edge Residential-Large Lot (UER-2).

PROPERTY DESCRIPTION:	See Attached Exhibit "A"
Richland County TMS NO.:	28900-03-17

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:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/14/2018
18001173

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-035

All that certain piece, parcel, lot or tract of land, with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Twenty Five and 16/100 (25.16) acres, more or less, on Plat prepared for Woodcreek Farms Development, Area D14, Phase 4 by United Design Services, Inc., dated December 19, 2007, and recorded in the Office of the ROD for Richland County on December 12, 2012 in Record Book R 1820 at page 530 and being bounded and measuring as shown thereon.

Last revised: 6/14/2018
18001173

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 16, 2018

RE: **Property Address:** 134 Coopers Nursery Road
Richland County TMS#: 28900-03-17
Owner(s): Pecan Grove at Woodcreek Farms, LLC / HVP3 Development LLC
Current Use: Vacant
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 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: UER-2 (Land Use classification) by 6 -0 on 6/4/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 6 -0 on 6/4/18 (mm/dd/yyyy).

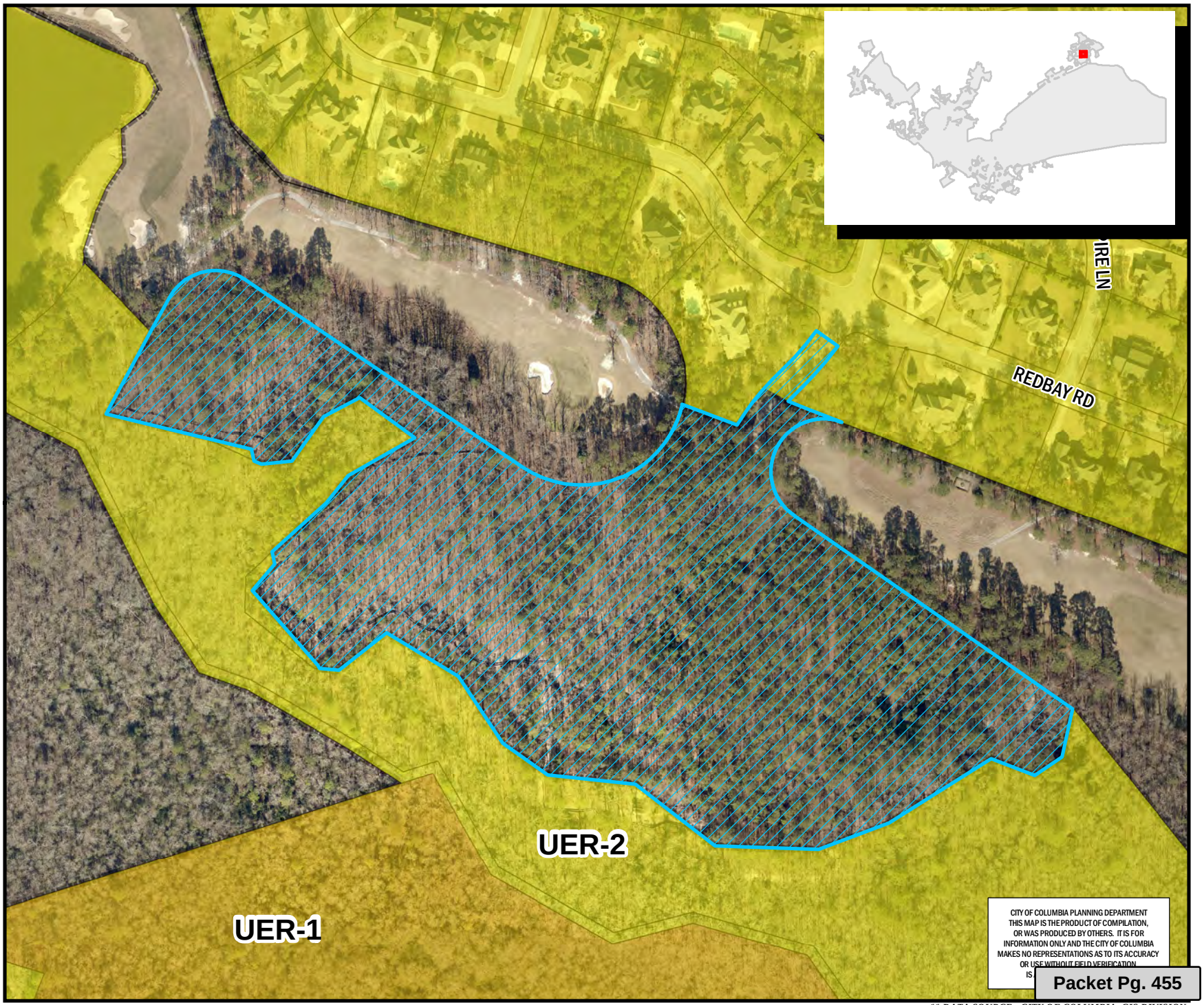
(Signature of Annexation Coordinator)



Future Land Use Map

134 Coopers Nursery Road; TMS 28900-03-17;
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 14, 2018

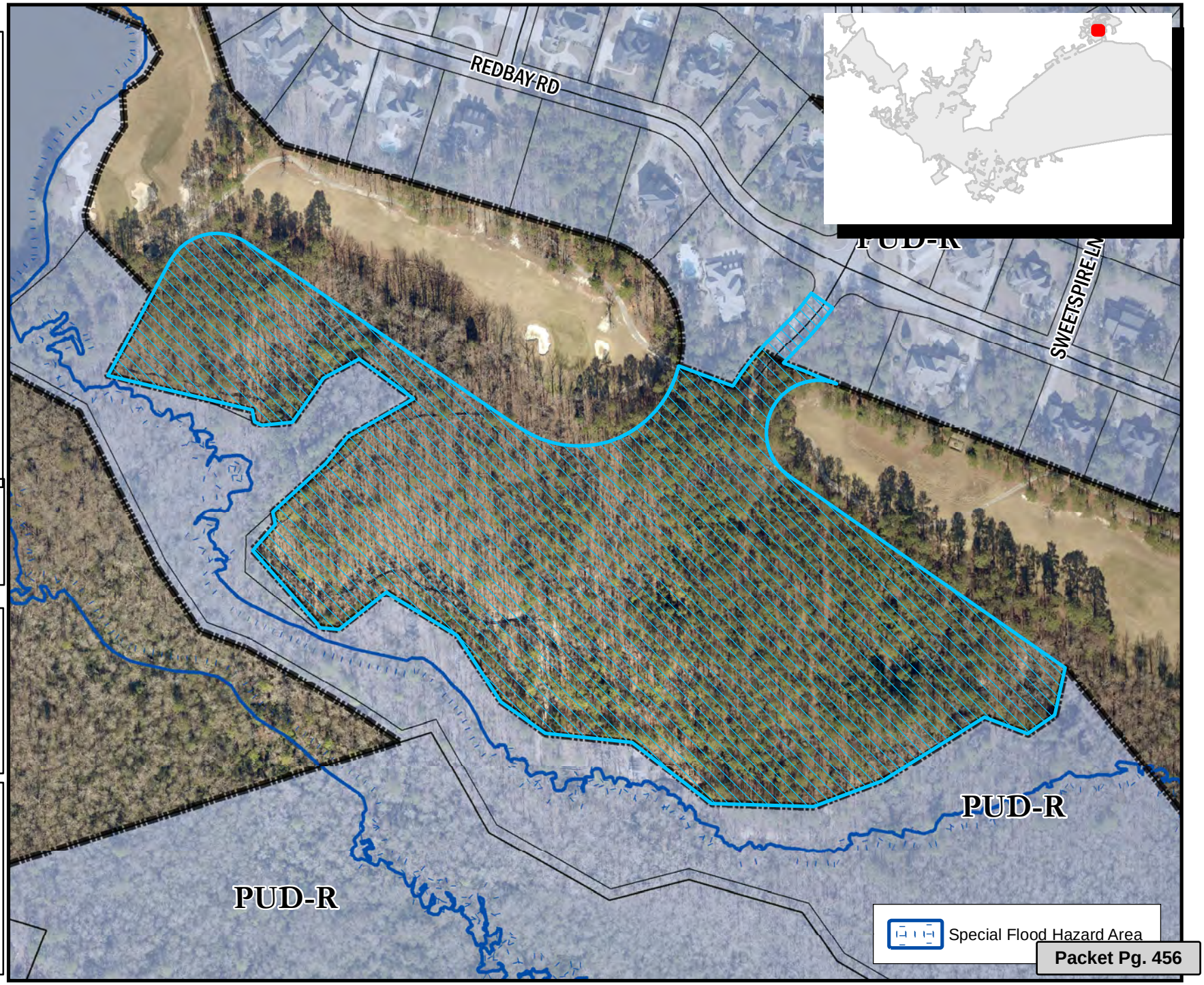
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

134 Coopers Nursery Road, TMS# 2890
Existing Zoning: PDD, Proposed Zoning: PUD-R

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 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 14, 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 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, lot or tract of land, with any improvements therein, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Twenty Five and 16/100 (25 .16) acres, more or less, on Plat prepared for Woodcreek Farms Development, Area D14, Phase 4 by United Design Services, Inc. dated December 19, 2007 and recorded in the Office of the ROD for Richland County on December 14, 2012 in Record Book R 1820 at page 530 and being bounded and measuring as shown thereon.

Richland County TMS: 28900-03-17
Property Address: 134 Coopers Nursery Road

Owner:

Pecan Grove at Woodcreek Farms, LLC

BY: _____ Date: MAY 11, 2018
Signature

EDWIN H. COOPER JR. Its: AUTH. REP.
(Print or Type Name) (Print or Type Title)

Buyers:

HVP3 Development LLC

BY: _____ Date: 5-11-18
Signature

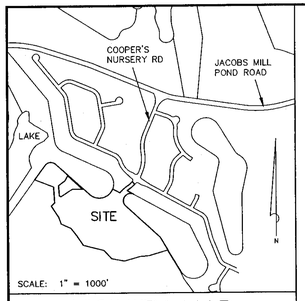
Harold Pickrel III Its: Owner
(Print or Type Name) (Print or Type Title)

Cascata Development LLC

BY: _____ Date: 5-11-18
Signature

Harold Pickrel III Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2304-1099
2018033732 05/18/2018 13:16:26:130
Fee: $0.00 County Tax: $0.00 Notice
State Tax: $0.00
2018033732 John T. Hopkins II Richland County R.O.D.



VICINITY MAP

CONTACT:
WOODCREEK DEVELOPMENT, LLC
1712 WOODCREEK FARMS ROAD
ELGIN, SC 29045
TEL: (803)699-9797

24.17 AC TOTAL

CURRENT ZONING: PDD

NEW IRONS (#4 REBAR) PLACED AT ALL CORNERS AND CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
SUBSURFACE AND ENVIROMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.

LINE	BEARING	DIST
L1	N 46°24'21" W	50.00'
L2	N 60°55'48" W	110.87'
L3	S 48°36'32" W	66.00'
L4	N 61°06'35" W	113.08'
L5	N 88°15'28" W	141.66'
L6	S 57°32'20" W	195.56'
L7	N 62°58'29" W	24.09'
L8	N 03°31'13" W	144.16'
L9	N 53°37'05" E	109.86'
L10	N 28°55'17" E	79.44'
L11	S 48°02'14" E	282.48'

CURVE	RADIUS	CHORD	BEARING
C1	525.00'	105.79'	S 49°22'37" W
C2	475.00'	34.98'	N 53°05'01" E
C3	100.00'	199.11'	N 35°53'47" E
C4	100.00'	147.96'	N 84°11'22" E
C5	200.00'	328.06'	S 76°51'31" W
C6	525.00'	136.41'	N 47°39'57" E
C7	475.00'	96.31'	S 49°24'27" W

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 12/12/12
RCF # MS-12-149
Signature

Book 1820-530
20121027 12/14/2012 14:22:29:263 Plat Oversized
Fee:$10.00 County Tax: $0.00 State Tax: $0.00
2012104027 John T. Hopkins II Richland County R.O.D.

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
140 FRIARSGATE BLVD., IRMO, SC 29063 (803)750-9142

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 45079C0165K DATED 09/29/2010 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONES "X" AND "AE" AS SHOWN THEREON.
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS, AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR – No.9312

SEAL

PLAT PREPARED FOR

WOODCREEK FARMS DEVELOPMENT
AREA D14, PHASE 4

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

MAG NORTH

NO.	DATE	REVISION / DESCRIPTION	BY

SOUTH CAROLINA UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

DATE: 19 DEC 2007
T.M.S.#: 28800-01-11
DWG.#: UB-1148
SHEET 1 OF 1

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **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**

PURPOSE: **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**

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)

First reading approval was given on August 14, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0014_WoodcreekFarms (PDF)
- #b: 2018-048 annex-incorporate Riding Grove and Old National Hwy (PDF)

HISTORY:

08/14/18 Columbia City Council APPROVED ON FIRST READING

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

CITY COUNCIL

August 14, 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
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

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.
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Staff Recommendation:	Approval
PC Recommendation:	07/09/2018; Approval (5-0)
ZPH, 1st Reading:	08/14/2018; Pending
2nd Reading:	09/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 28.14 acres
Current Use: Commercial Nursery / Single Family Residence / Vacant
Proposed Use: Single Family Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Richland County Land Use: Neighborhood - Medium Density
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Richland County Zoning: RS-MD, RU and PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$22,000** annually to provide service for the proposed 93 single-family attached residences 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 service rates for the property.

Planning & Development Services
This property is within a designated "Secondary" Urban Service Area and we recommend annexation of this property. The proposed development consists of a neighborhood of approximately 93 single-family attached residences. The annual City property tax revenue generated for this development, as proposed, will be approximately **$41,000.**

* 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 "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

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. Culs-de-sac are most prominent in this development type.

Primary Types:

- Single-family Detached

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- 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-MD, RU and PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential to the East, South and North. Surrounding parcels within unincorporated Richland County are currently zoned RU.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R). The subject property is ±28.14 acres and is identified as "Area A13" and "Area A13b" in the *Woodcreek Farms Planned Unit Development General Development Plan (GDP).* Area A13 is the proposed Phase III of *The Grove* at Woodcreek Farms, and the *GDP* classifies the land use for this area as single family residential, "RS-2". The *GDP's* land use for area A13b will also be single family residential; however this area will not be a part of *The Grove Phase III*.

While four parcels within this application are new to the *General Development Plan*, parcels TMS#s 28904-03-01 and 28904-03-02 are already identified within the *General Development Plan* (previously a plant nursery) and are being reclassified from "Commercial C-3".

Planned Unit Development-Large Scale (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.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

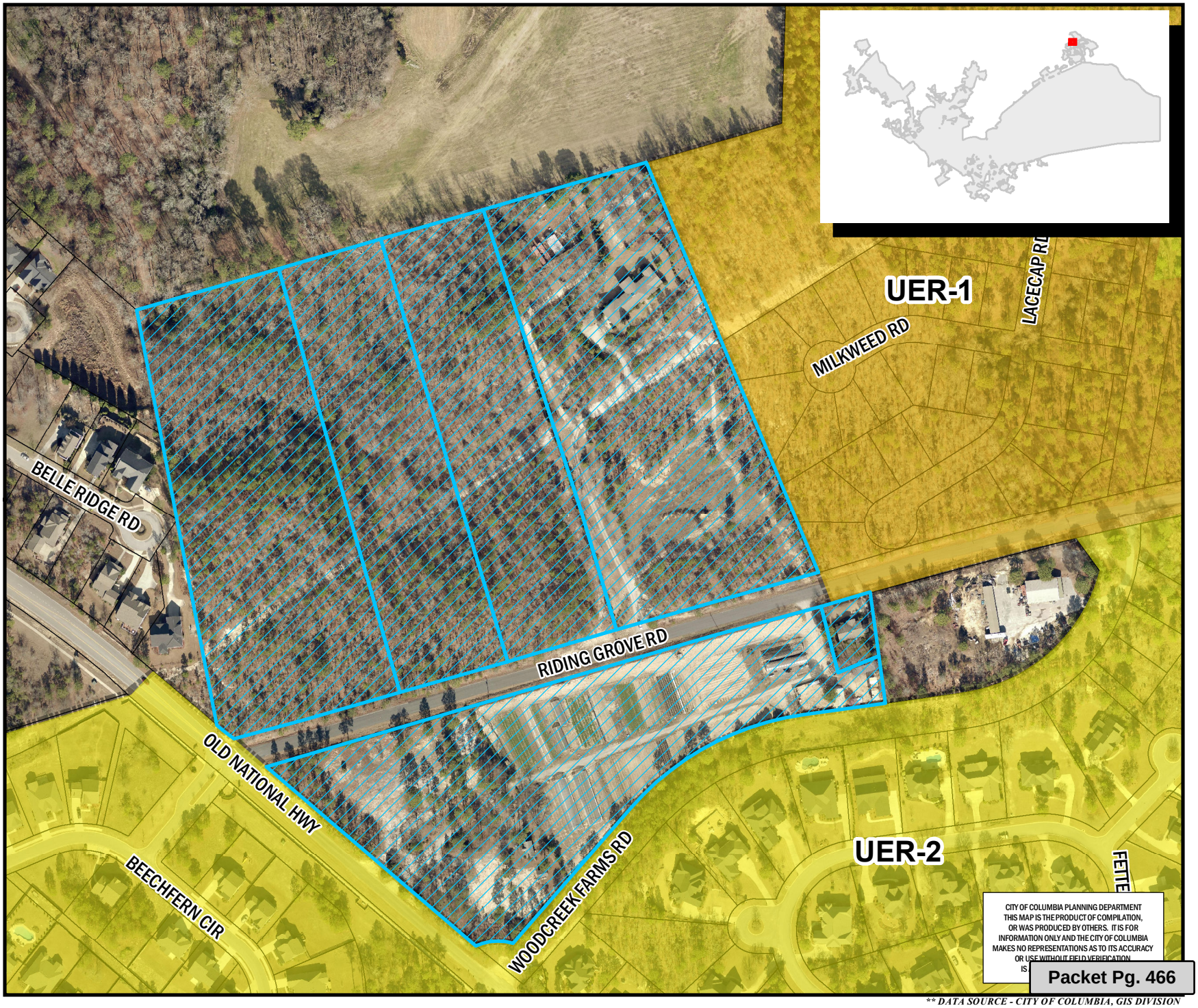
Staff recommends City Council annex the property and assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development Residential District (PUD-R) at the time of annexation.



Future Land Use Map

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
Existing FLU: Neighborhood-Medium Density, Proposed FLU: UER-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 13, 2018

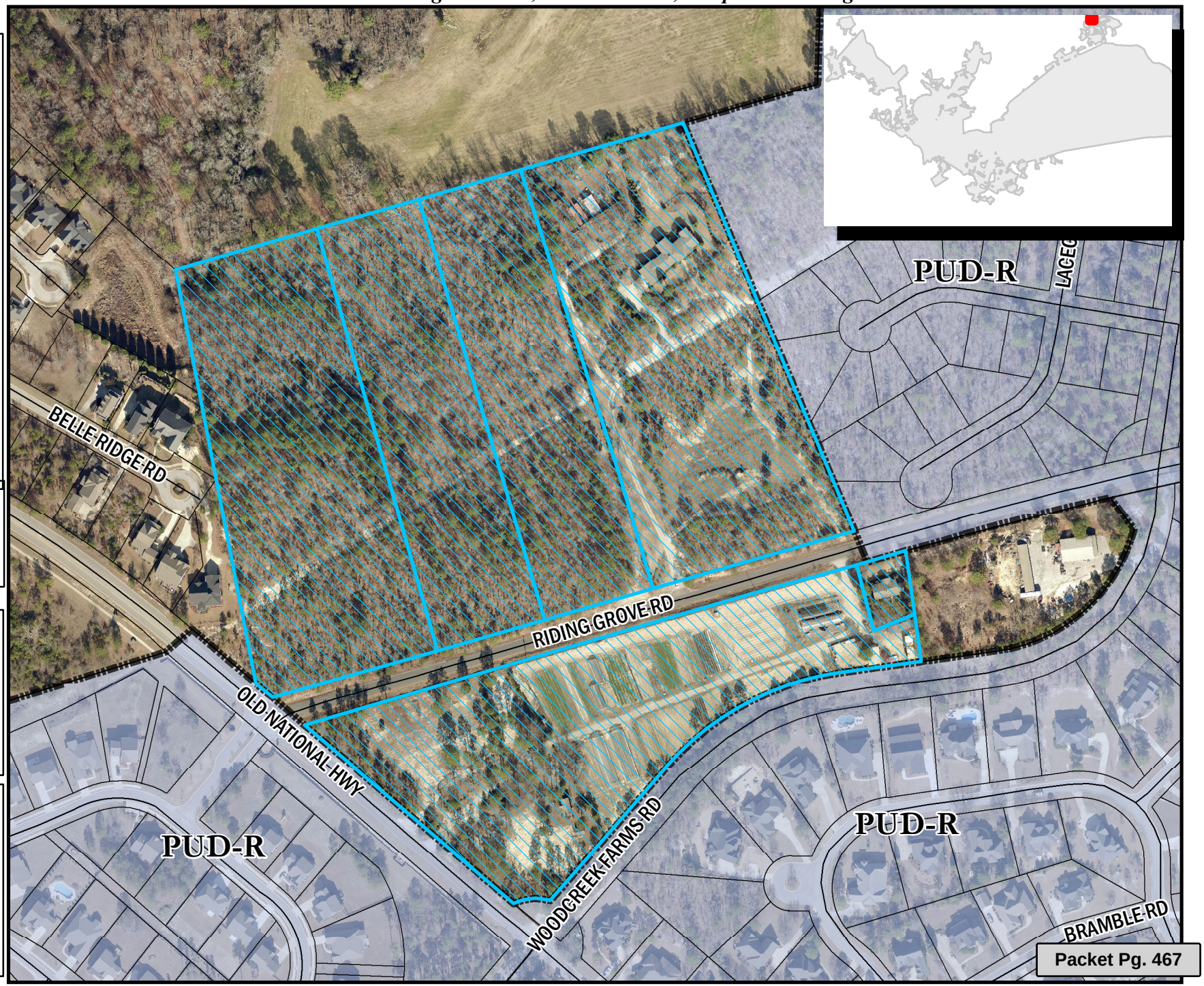
CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

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; Current Zoning: RS-MD, RU and PDD; Proposed Zoning: PUD-R



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 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 13, 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*

WOODCREEK FARMS
LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPED LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 AC			73.48 AC
Apartments	C-3	16.83 AC			16.83 AC
B2	RS-1	37.50 AC	15.05 AC		52.55 AC
B5a	RG-1	7.86 AC			7.86 AC
B5b	RG-1	2.12 AC			2.12 AC
D3	RG-1	16.93 AC			16.93 AC
D4 + 4a	RS-1 / RG-1	39.54 AC	22.50 AC		62.04 AC
D5	RS-1	36.00 AC	18.09 AC		54.09 AC
D8	RS-1	31.00 AC			31.00 AC
D14 + D15	RS-1	107.30 AC		3.81 AC	111.11 AC
D17	RS-1	39.19 AC		3.78 AC	42.97 AC
Wdcrk Village	PUD	14.00 AC			14.00 AC
Shell Station	C-3	1.41 AC			1.41 AC
Wdcrk Nursery	C-3	8.93 AC			8.93 AC
Collector Roads		40.32 AC			40.32 AC
	TOTALS	472.21 AC	55.64 AC	7.59 AC	536.16 AC

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/ PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.0 ac			9.0 ac
A2	RS-2	37.99 AC	2.68 AC	5.05 AC	45.72 AC
A3	RS-1	25.60 AC		2.64 AC	28.24 AC
A4	RS-1	96.84 AC	18.81 AC	18.25 AC	131.9 AC
A5	RS-1	25.97 AC		2.65 AC	28.62 AC
A6a	RG-1	22.97 AC	14.31 AC	2.86 AC	40.14 AC
A6b	RG-1	6.73 AC			6.73 AC
A7	RG-1	18.19 AC	14.28 AC		32.47 AC
A8	RG-1	7.31 AC	5.68 AC	1.69 AC	14.68 AC
A10b	C-1	50.1 AC		7.11 AC	57.21 AC
A11	RS-2	54.08 AC			54.08 AC
A12	RG-1	40.61 AC	0.73 AC		41.34 AC
A15	RG-1	24.50 AC			24.50 AC
WDCRK VILL	PUD	13.00 AC		3.00 AC	16.00 AC
B1	RG-1	10.91 AC	3.69 AC	7.76 AC	22.36 AC
B2-PH3	RS-1	9.22 AC		5.19 AC	14.41 AC
B3	RS-1	23.19 AC		2.67 AC	25.86 AC
B4	RG-1	16.76 AC			16.76 AC
B5	RG-1	21.00 AC			21.00 AC
B6	RS-1	36.91 AC		0.92 AC	37.83 AC
B7	RS-1	35.56 AC	2.44 AC		38.00 AC
B8	RS-1	26.86 AC		15.93 AC	42.82 AC
B9	RS-1	50.04 AC		32.77 AC	82.81 AC
B10	RS-1	21.01 AC	2.09 AC	42.19 AC	65.29 AC
C1	RG-2	22.10 AC		1.83 AC	23.93 AC
C2	RS-2	21.00 AC			21.00 AC
C3	RS-2	56.77 AC		26.11 AC	82.88 AC
C4	RS-2	30.45 AC		24.17 AC	54.62 AC
C5	RS-2	30.97 AC	2.90 AC	7.64 AC	41.51 AC
C6	RS-2	29.42 AC	6.55 AC		35.97 AC
D1	RG-1	14.69 AC		1.78 AC	16.47 AC
D2	RG-1	19.16 AC	9.45 AC	11.09 AC	39.70 AC
D6	C-1	37.17 AC			37.17 AC
D7	MF RG-1	17.89 AC	2.04 AC		19.93 AC
D9	C-1	21.82 AC		0.59 AC	22.48 AC
D11	C-1	62.03 AC			62.03 AC
D13	RG-1	7.1 AC			7.1 AC
D13 out parcel	RG-1	0.9 AC			0.9 AC
D14	RS-1	24.20 AC			24.20 AC
D16	RS-1	2.71 AC		4.35 AC	7.06 AC
D18	RS-1	1.69 AC		11.59 AC	13.28 AC
D19	C-1	2.3 AC			2.3 AC
WDCRK COMM	C-3	67.11 AC			67.11 AC
A-13	RS-2	24.6 ac			24.6 ac
A-13b	RS-1	1.7 ac			1.7 ac
A-14	RS-2	53.0 ac		14.1 ac	24.6 ac
	TOTALS	1233.12 ac	85.65 ac	251.93 ac	1570.7 ac

WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS = 536.16 ACRES
UNDEVELOPED AREAS = 1,477.30 ACRES
GOLF COURSE AREA = 214.29 ACRES
WETLAND PRESERVE = 110.25 ACRES
TOTAL = 2,338 ACRES

**ALL ACREAGES AND AREAS AREA APPROXIMATE ONLY. BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY.

High Density
Medium Density
Low Density
Estate Lots
Commercial/ High Density/ Development Undecided

= PROPOSED LAND TO CHANGE ZONING AS SHOWN ON PLAN

PROPOSED LAND TO BE ADDED AS SHOWN

250 500 1000

SCALE: 1" = 700'-0" MARCH 15, 1996 REVISED 5/12/04 WCC

GENERAL DEVELOPMENT PLAN: EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DRAWING 2338 AC

RICHLAND COUNTY, S.C. WOODCREEK DEVELOPMENT PARTNERSHIP

5217 North Trenholm Road Columbia, South Carolina 29206
(803) 787-4121

WOODCREEK FARMS
LAND ALREADY DEVELOPED

Parcel ID	Zoning ID	Developed Land	Amount in Lakes/Ponds	Amount in Wetlands	Total Land
A6a	RG-1	23.0	14.3	2.9	40.1
A6b	RG-1	6.7			6.7
A9	RS-1	73.5			73.5
A11	RS-2	54.1			54.1
A12	RG-1	40.6	.7		41.3
A15	RG-1	24.5			24.5
Apartments	C-3	16.8			16.8
Wdcrk Vill	PUD	13.0		3.0	16.0
B2	RS-1	37.3	15.1		52.4
B4	RG-1	16.8			16.8
B5	RG-1	21.0			21.0
B5a	RG-1	7.9			7.9
B5b	RG-1	2.1			2.1
B6	RS-1	36.9		0.9	37.8
B7	RS-1	35.6	2.4		38
B8	RS-1	26.9		15.9	42.8
D1	RG-1	14.7		1.8	16.5
D3	RG-1	16.9			16.9
D4 +4a	RS-1/RG-1	39.5	22.5		62
D5	RS-1	36.0	18.1		54.1
D6	C-1	37.2			37.2
D7	MF RG-1	17.9	2.0		19.9
D8	RS-1	31.0			31.0
D10	NA				
D11	NA				
D13 Out Parcel	RG-1	0.9			0.9
D14	RS-1	24.2			24.2
D14 + D15	RS-1	107.3		3.8	111.1
D16	RS-1	2.7		4.4	7.1
D17	RS-1	39.2		3.8	43.0
Wdrcrk Village	PUD	14.0			14.0
Shell Station	C-3	1.4			1.4
Wdcrk Nursery	C-3		Now in A13		
Collector Roads		39.2			39.2
	TOTALS	858.7	75.2	36.4	970.3

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

Parcel ID	Zoning ID	Developable Land	Amount in Lakes/Ponds	Amount in Wetlands	Total Land
A1	C-3	9.0			9.0
A2	RS-2	38.0	2.7	5.1	45.7
A3	RS-1	25.6		2.6	28.2
A4	RS-1	96.8	18.8	16.3	131.9
A5	RS-1	26.0		2.7	28.7
A7	RG-1	18.2	14.3		32.5
A8	RG-1	7.3	5.7	1.7	14.7
A10b	C-1	50.1		7.1	57.2
A13	RS-2	24.6			24.6
A13b	RS-1	1.7			1.7
A14	RS-2	53.0		14.1	67.1
B1	RG-1	10.9	3.7	7.8	22.4
B2 PH 3	RS-1	9.2		5.2	14.4
B3	RS-1	23.2		2.7	25.9
B9	RS-1	50.0		32.8	82.8
B10	RS-1	21.0	2.1	42.2	65.3
C1	RG-2	22.1		1.8	23.9
C2	RG-2	21.0			21.0
C3	RG-2	56.8		26.1	82.9
C4	RS-2	30.5		24.2	54.6
C5	RS-2	31.0	2.9	7.6	41.5
C6	RS-2	29.4	6.6		36.0
D2	RG-1	19.2	9.5	11.1	39.7
D9	C-1	21.9		0.6	22.5
D12	C-1	62.0			62.0
D13	RG-1	7.1			7.1
D18	RS-1	1.7		11.6	13.3
D19	C-1	2.3			2.3
Wdcrk Comm	C-3	67.1			67.1
	TOTALS	**836.7**	**66.1**	**223.1**	**1126.00**

SITE TOTAL (INCLUDING WETLANDS, PONDS & LAKES)	NEW ACRES	ORIGINAL ACRES	CHANGE ACRES
DEVELOPED AREA	970.3	536.2	434.2
UNDEVELOPED AREA	1126.00	1477.3	-351.4
GOLF COURSE + CLUB HOUSE AREA	214.3	214.3	0.0
WETLAND PRESERVE	110.3	110.3	0.0
TOTAL	**2420.9**	**2338.0**	**82.7**
ORIGINAL ACREAGE	2338.0	0.0	
INCREASE ACREAGE	82.9	0.0	82.7

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-048

Annexing and Incorporating 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; 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

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 Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 28.14 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION:	See Attached Exhibit "A"
Richland County TMS NO.:	28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/25/2018
18001404

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-048

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Parcel "A", containing 6.112 acres, on a plat prepared for Jim C. Bigham, Jr. and Amy S. Bigham by United Design Services, Inc., dated February 20, 2007 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1286 at page 1444. Said plat is incorporated herein by reference for a more complete and accurate description.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Parcel B-1 containing 4.00 acres, more or less, on that plat prepared for Robert D. Stambaugh and Choonock Stambaugh dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1532. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being designated as Parcel B-2 containing 4.00 acres, more or less, on that plat prepared for Thomas F. Childress and Chong S. Childress dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1531. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: All that certain, piece, parcel or tract of land with improvements thereon, if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel B containing 0.26 acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; according to said plat said parcel is bounded on the North by the right of way of Riding Grove Road for a distance of 97.40 feet; on the East by property now or formerly of Stonehenge Golf Development, LLC for a distance of 122.84 feet; on the south by Parcel A as shown on said plat for a distance of 83.73 feet and on the West by Parcel A as shown on said plat for a distance of 130.07 feet, all distances being a little more or less, reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

ALSO: All that certain, piece, parcel or tract of land with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being more particularly shown and delineated as Parcel "C" containing 7.003 Acres on a plat prepared for DAK I, LLC by United Design Services, Inc., William M. Brasington, P.L.S. dated December 27, 2002 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 745 at Page 3758, and shown thereon as having the following metes and bounds, to-wit: Beginning at an iron on the northern right-of-way margin of Riding Grove Road (S-40-2128), approximately 749.87 feet east of its intersection with Old National Highway (S-40-2127), thence running N17°024'46"W along Parcel "B" as shown on said plat for a distance of 838.36 feet to an iron; thence turning and running N73°53'51"E along property now or formerly of J. D. & F. D. Monroe as shown on said plat for a distance of 325.00 feet to an iron; thence turning and running S22°43'04"E along Parcel "D" as shown on said plat for a distance of 843.48 feet to an iron; thence turning and running S73°51 '29"W along the northern right-of-way margin of Riding Grove Road (S-40-2128) for a distance of 403.00 feet to the iron being the point of beginning.

ALSO: All that certain, piece, parcel or tract of land together with improvements thereon if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel A containing 6.33 (6.77 ON PLAT) acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

Last revised: 7/25/2018
18001404

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 3, 2018

RE: **Property Address:** 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
Richland County TMS#: 28900-01-27, 28900-01-31, 28900-01-28, 28900-01-29, 28904-03-01 and 28904-03-02
Owner(s): Cascata Development, LLC, Jean Thigpen Cooper, Decker Village Investors, Inc. and Woodcreek Farms, Inc.
Current Use: Commercial Nursery / Single Family Residence / Vacant
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: Single Family Medium Density (RS-MD), Rural (RU), and Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services/Secondary Area
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 9, 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 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 5-0 on 7/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 5-0 on 7/9/18 (mm/dd/yyyy).

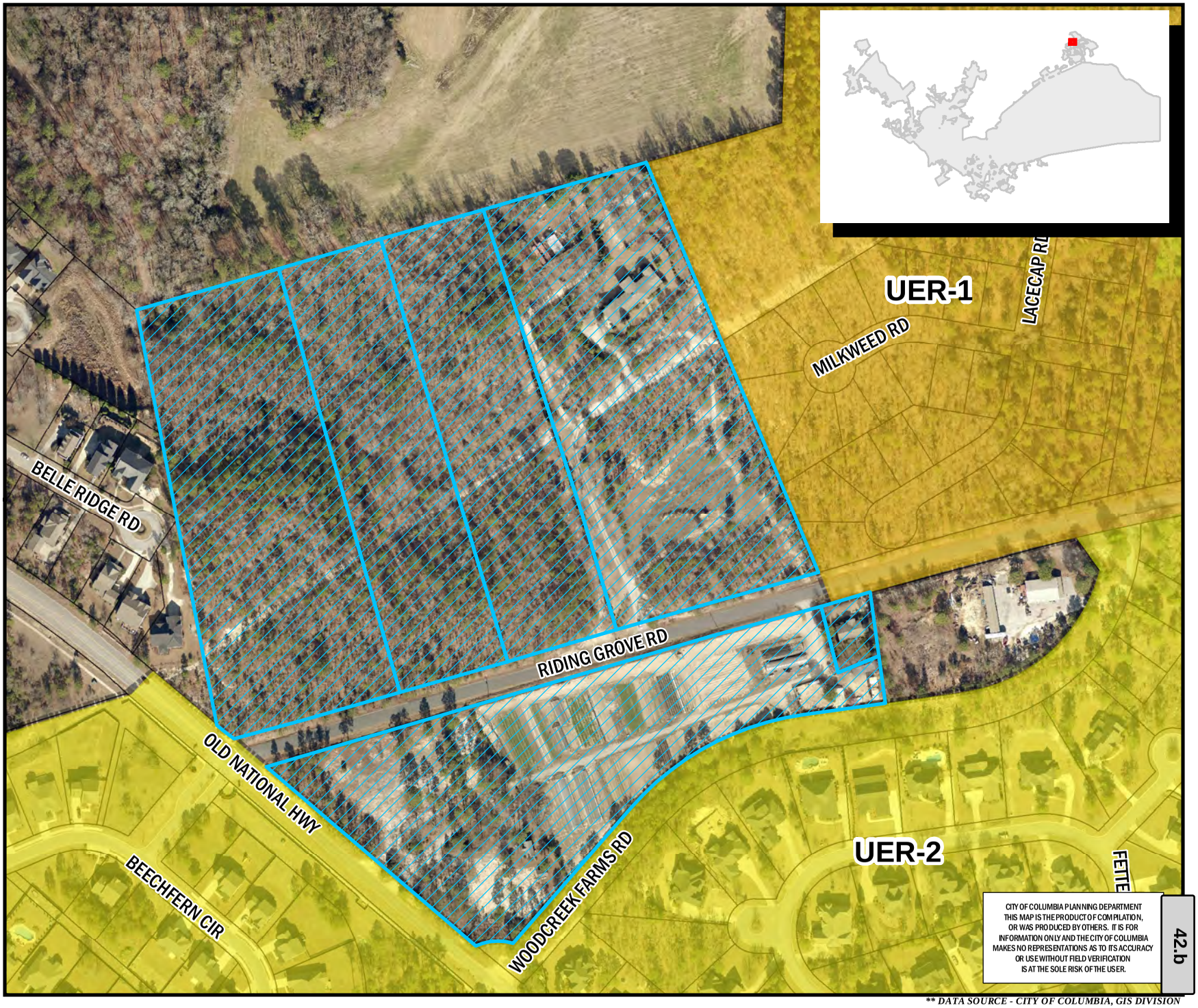
(Signature of Annexation Coordinator)



Future Land Use Map

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
Existing FLU: Neighborhood-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 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 13, 2018

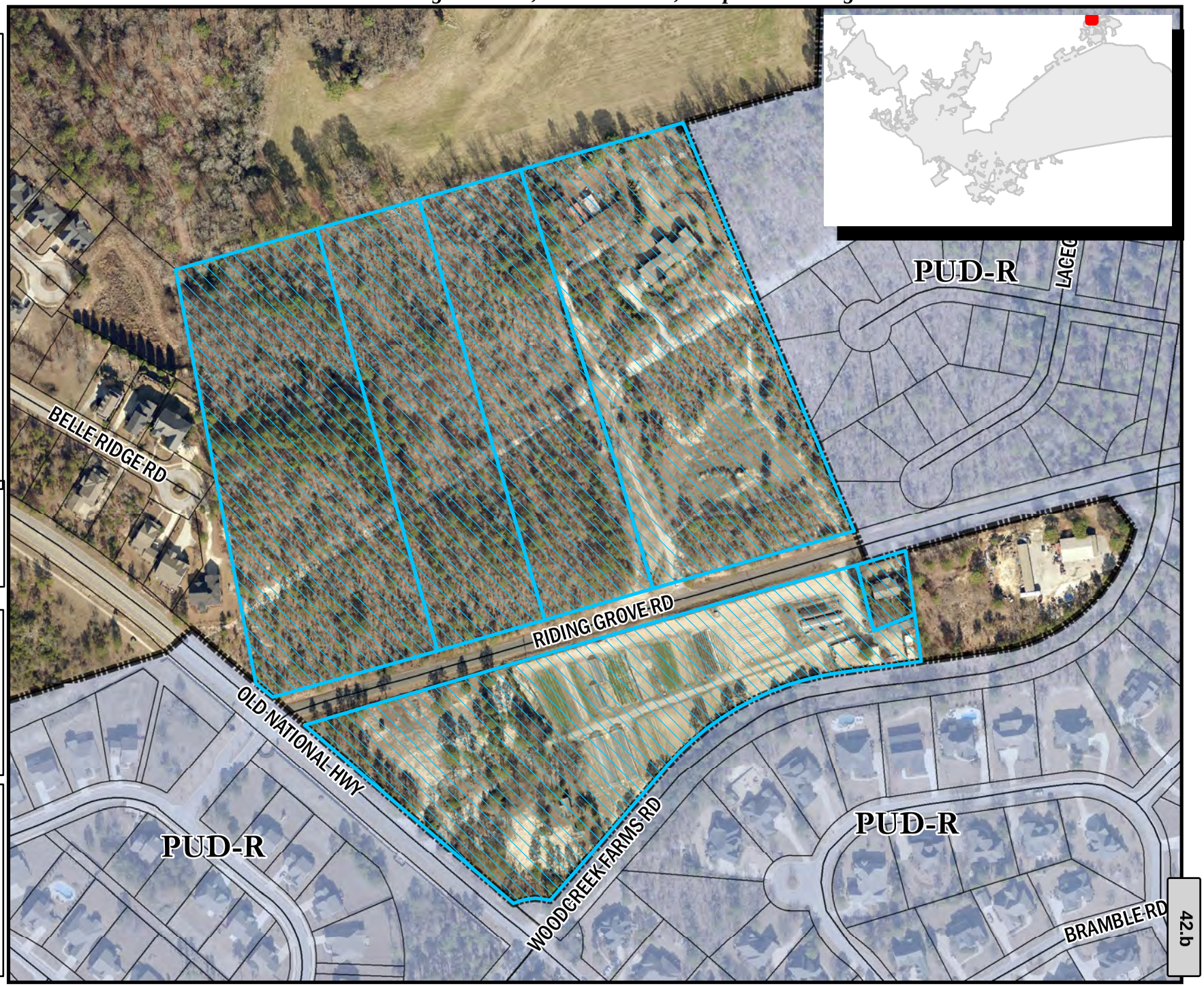
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS AT THE SOLE RISK OF THE USER.

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

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; Current Zoning: RS-MD, RU and PDD; Proposed Zoning: PUD-R

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 13, 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

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 together with improvements thereon if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel A containing 6.33 (6.77 ON PLAT) acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

Richland County TMS: 28904-03-01
Property Address: 1113 Old National Highway

Seller:

Decker Village Investors, LLC

BY: _____ Date: 6-19-18
(Signature)

EDWIN H. COOPER
(Print or Type Name)

Its: Authorized Rep.
(Print or Type Title)

Buyer:

Cascata Development, LLC

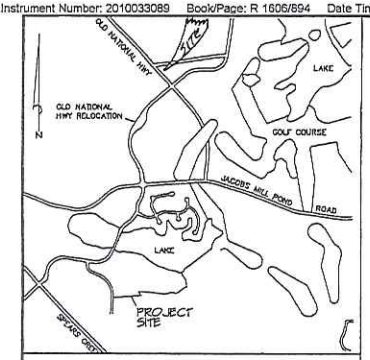
BY: _____ Date: 6-14-18
(Signature)

Harold V Pickrel, Jr
(Print or Type Name)

Its: Manager
(Print or Type Title)

Book 2316-491
2018045357 07/02/2018 16:12:07:737 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00
2018045357 John T. Hopkins II Richland County R.O.D.

Instrument Number: 2010033089 Book/Page: R 1606/694 Date Time: 05/18/2010 11:41:42:937



VICINITY MAP

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 5/18/10
RCF # MS-10-90
Signature

Book 1606-694
2010033089 05/18/2010 11:41:42:937
Fee:$10.00 County Tax:$0.00 State Tax:$0.00 Plat Drawing
2010033089 Richland Mr. Register RichlandCounty,SC

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
601 DEVINE STREET, COLUMBIA, SC 29201 ■ PH: (803)252-4702

PLAT PREPARED FOR:

WOODCREEK DEVELOPMENT PARNTERSHIP

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

OLD NATIONAL HIGHWAY (66'R/W)
RIDING GROVE ROAD (66'R/W)
WOODCREEK FARMS ROAD (66'R/W)
TURKEY CROSSING ROAD
1/4"PIPE(O)
3/4"PINCH(O)
1/2"REBAR(O)
N 81°47'30" E 282.15'
N 81°44'48" E 913.56' (TOTAL) 816.16'
PARCEL A 6.77 AC
PARCEL B 0.26 AC
N/F STONEHENGE GOLF DEVELOPMENT, LLC
1 STORY FRAME
97.40'
S 0°09'E 213.49'
N 0°09'W 130.07'
122.84'
83.73'
S 75°57'05" W
90.05' (TOTAL)
157.66'
S 90°00'00" W
T.M.S. 22900-01-14 (3.96 AC)
T.M.S. 22900-01-11 (4.07 AC)
CHORD 373.93' R=533.00'
S 68°27'54" W
N 41°32'21" W 524.47'
S 45°55'47" W 340.81'
N 86°18'07" W 70.92'
CHORD/R=100'

7.03 AC TOTAL
2 PARCELS

CURRENT ZONING: PUD-2 (C-3 AREA)

CONTACT:
WOODCREEK DEVELOPMENT PARTNERSHIP
5217 TRENHOLM ROAD
COLUMBIA, SC 29206
WILLIAN COOPER (803)787-4121

NEW IRONS (#5 REBAR) PLACED AT ALL CORNERS & CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 G DATED 1/19/94 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIRMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAN M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No.9312

SOUTH CAROLINA UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

REVISED 3/1/2001 TO ADD 0.26 AC PARCEL

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 29 DEC 1999
T.M.S.#: SEE DRAWING
DWG.#: UB-838-072
SHEET 1 OF 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Parcel "A", containing 6.112 acres, on a plat prepared for Jim C. Bigham, Jr. and Amy S. Bigham by United Design Services, Inc., dated February 20, 2007 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1286 at page 1444. Said plat is incorporated herein by reference for a more complete and accurate description.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Parcel B-1 containing 4.00 acres, more or less, on that plat prepared for Robert D. Stambaugh and Choonock Stambaugh dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1532. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being designated as Parcel B-2 containing 4.00 acres, more or less, on that plat prepared for Thomas F. Childress and Chong S. Childress dated March 14, 2005, as recorded in the Richland County ROD Office in Record Book 1043 at page 1531. Reference to said plat is incorporated herein for a more complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less.

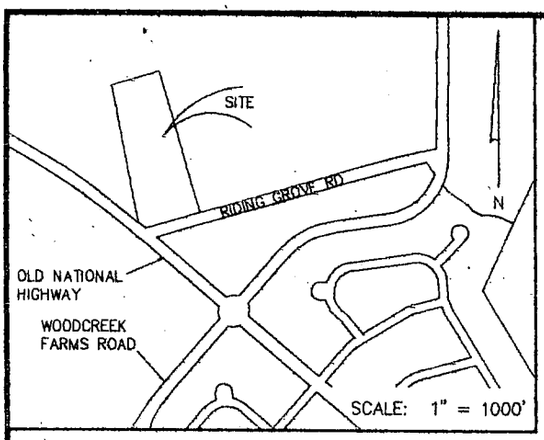
Richland County TMS: 28900-01-27, 28900-01-31, and 28900-01-28
Property Addresses: 107 Riding Grove Road, 123 Riding Grove Road, and 139 Riding Grove Road

Cascata Development, LLC

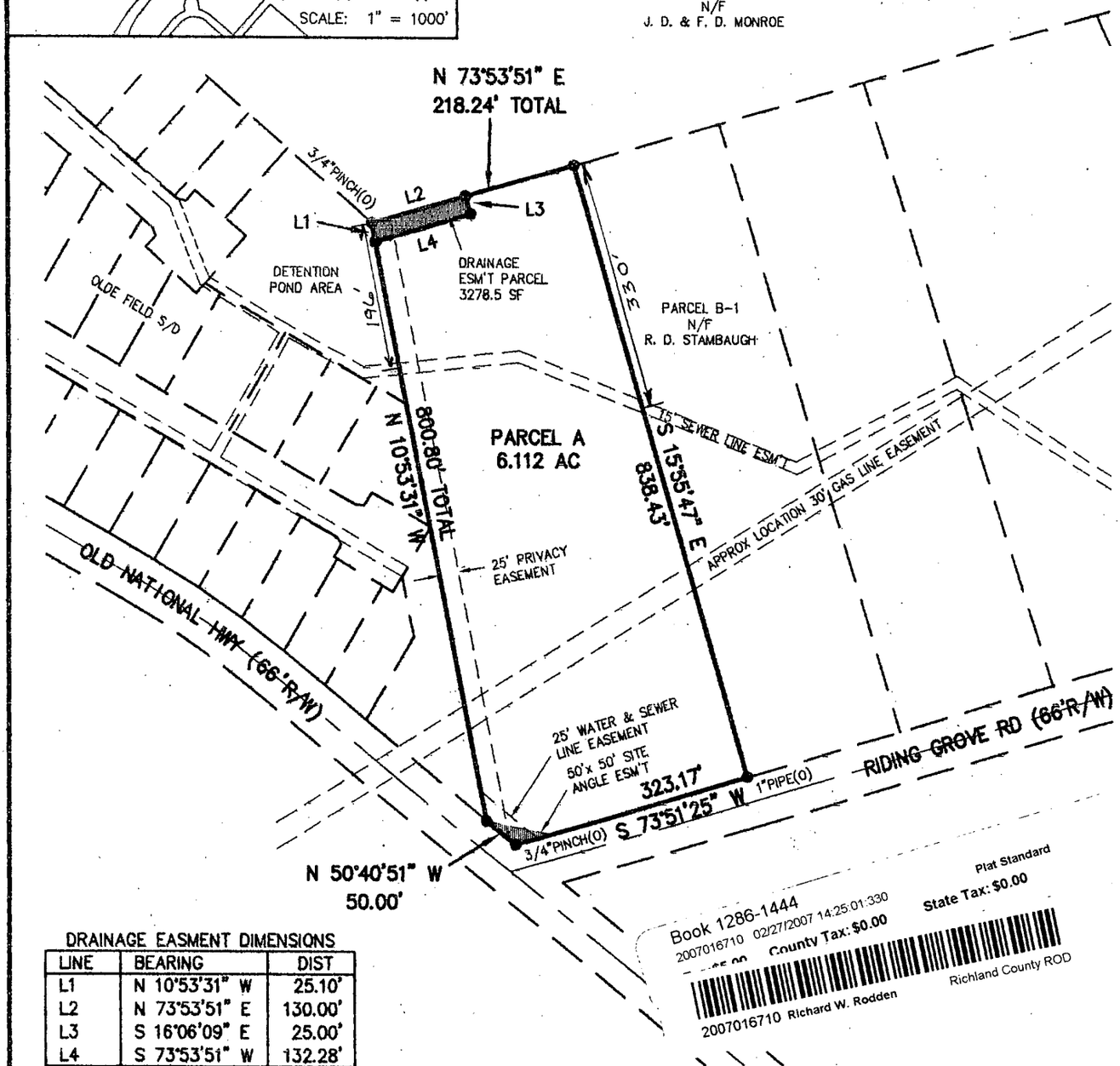
BY: _____ Date: 6-14-18
(Signature)

Harold W Pickell, JR Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2316-483
2018045354 07/02/2018 16:12:06:937 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00
2018045354 John T. Hopkins II Richland County R.O.D.



NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. NO ABSTRACT TITLE SEARCH, NOR TITLE COMMITMENT SEARCH WERE FURNISHED. THERE MAY BE OTHER RECORDED OR UNRECORDED SETBACKS, EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY THAT MAY AFFECT THIS PROPERTY THAT WERE NOT OBSERVED OR NOT SHOWN ON THIS SURVEY.
THIS SURVEY IS BASED ON REFERENCED PLATS OF RECORD AND EXISTING EVIDENCE AND CONDITIONS OBSERVED THE DATE OF THIS SURVEY.
EASEMENTS LOCATIONS SHOWN ARE APPROXIMATE.
OLD IRONS (#4 REBAR) AT ALL CORNERS AND CHANGE IN DIRECTION, UNLESS OTHERWISE NOTED.



DRAINAGE EASMENT DIMENSIONS

LINE	BEARING	DIST
L1	N 10°53'31" W	25.10'
L2	N 73°53'51" E	130.00'
L3	S 16°06'09" E	25.00'
L4	S 73°53'51" W	132.28'

Book 1286-1444
2007016710 02/27/2007 14:25:01:330
County Tax: $0.00
State Tax: $0.00
Plat Standard
2007016710 Richard W. Rodden
Richland County ROD

PLAT PREPARED FOR

James C. Bigham, Jr. & Amy C. Bigham

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL A ON A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY AT RECORD BOOK 00745-3758.

100 0 200

FEBRUARY 20, 2007 SCALE: 1" = 200'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

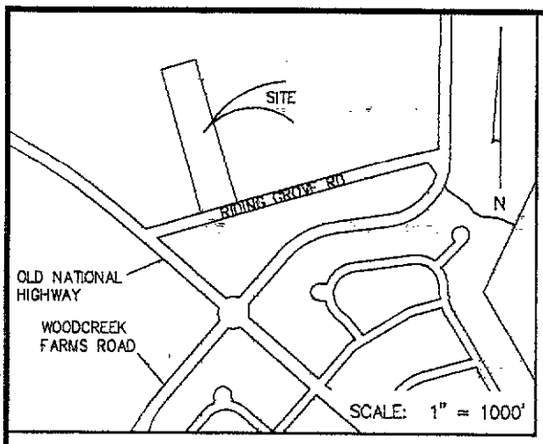
I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR - No.9312

UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORITY

UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX: (803)750-9142

T.M.S. 28900-01-27 (UB-955)



NOTES:
PROPERTY SUBJECT TO ALL RESTRICTIONS, SETBACKS & EASMENTS OF RECORD.
SURVEY BASED ON REFERENCED PLAT OF RECORD.

ZONED: RU

SETBACKS PER ZONING:
40' FRONT
50' REAR
20' SIDE

Book 01043-1532
2005027784 04/15/2005 16:15:59:41
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
2005027784 John G Norris

PLAT PREPARED FOR

ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL B-1 AS SHOWN ON A PLAT OF PARCELS B-1 & B-2 PREPARED FOR ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH AND THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS BY UNITED DESIGN SERVICES, INC. DATED MARCH 14, 2005 AND RECORDED IN RECORD BOOK _____. REFERENCE ALSO A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED AT RECORD BOOK 00745-3758.

MARCH 14, 2005

100 0 200

SCALE: 1" = 200'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR – No.9312

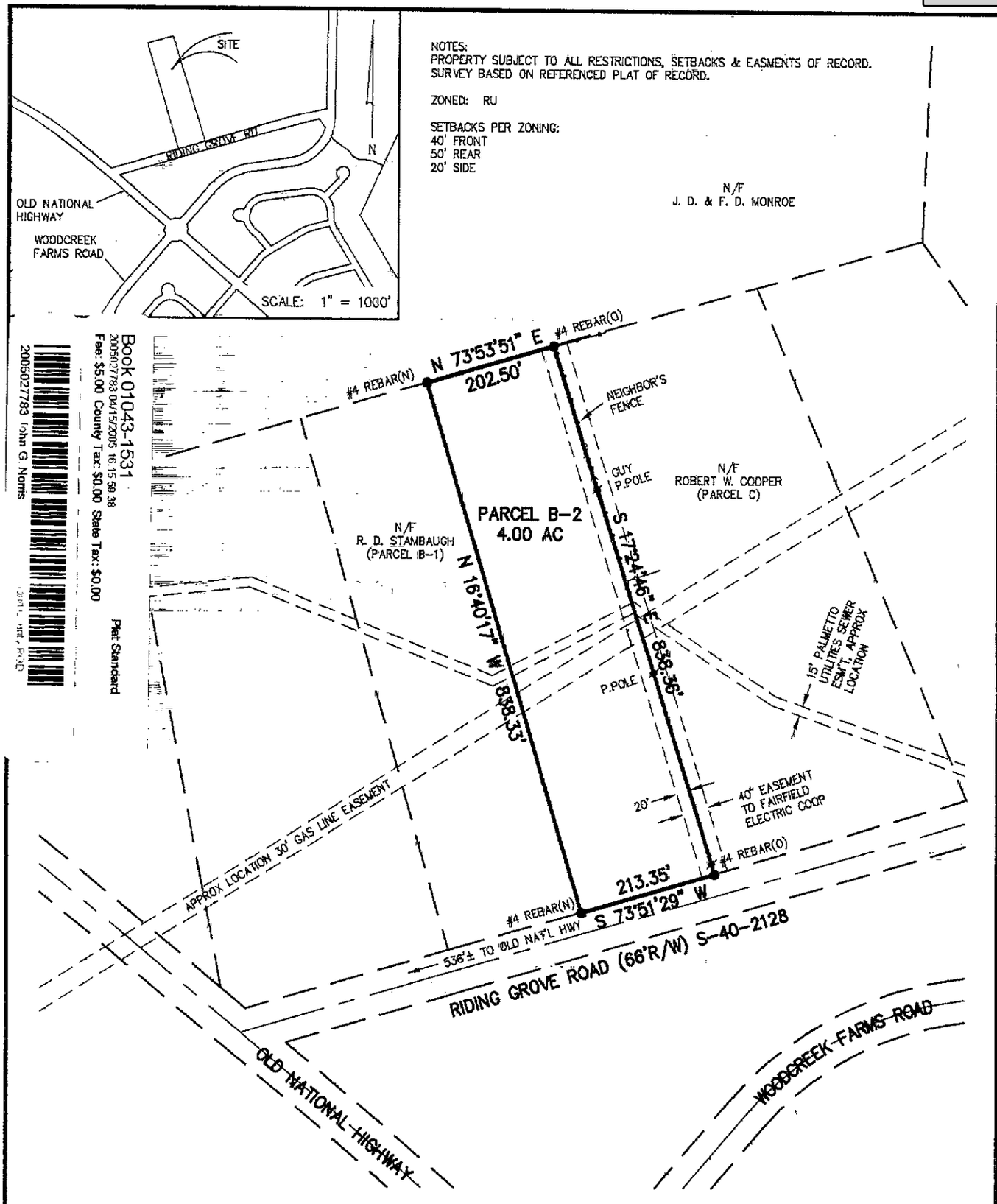
UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX:

UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

T.M.S. 28900-01-28

A-5814(B-1)

Book 01043-1531
2005027783 04/15/2005 16:15:59:38
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
2005027783 John G. Norris



PLAT PREPARED FOR

THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

THE SAME BEING DESIGNATED AS PARCEL B-2 AS SHOWN ON A PLAT OF PARCELS B-1 & B-2 PREPARED FOR ROBERT D. STAMBAUGH & CHOONOCK STAMBAUGH AND THOMAS F. CHILDRESS, JR. & CHONG S. CHILDRESS BY UNITED DESIGN SERVICES, INC. DATED MARCH 14, 2005 AND RECORDED IN RECORD BOOK _____. REFERENCE ALSO A PLAT OF PARCELS A, B, C & D PREPARED FOR DAK, LLC BY UNITED DESIGN SERVICES, INC. DATED DECEMBER 27, 2002 (REVISED 1/6/03) AND RECORDED AT RECORD BOOK 00745-3758.

100 0 200

MARCH 14, 2005 SCALE: 1" = 200'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

WILLIAM M. BRASINGTON
PROFESSIONAL LAND SURVEYOR – No.9312

UNITED DESIGN SERVICES, INC. No. C00574

UNITED DESIGN SERVICES, INC.
540 SAINT ANDREWS ROAD, COLUMBIA, SC 29210
PH: (803)750-9142 ■ FAX: (

T.M.S. 28900-01-28 A-5814(B-2)

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 improvements thereon, if any, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being shown and designated as Parcel B containing 0.26 acres, more or less, on a Plat prepared for Woodcreek Development Partnership by United Design Services, Inc., dated December 29, 1999 and recorded in the Office of the ROD for Richland County on May 18, 2010 in Book 1606 at page 894; according to said plat said parcel is bounded on the North by the right of way of Riding Grove Road for a distance of 97.40 feet; on the East by property now or formerly of Stonehenge Golf Development, LLC for a distance of 122.84 feet; on the south by Parcel A as shown on said plat for a distance of 83.73 feet and on the West by Parcel A as shown on said plat for a distance of 130.07 feet, all distances being a little more or less, reference being craved to the recorded Plat which is incorporated by reference herein for a more complete metes and bounds description of the property.

Book 2316-489
2018045356 07/02/2018 16:12:07:600
Fee: $0.00 County Tax: $0.00 Notice State Tax: $0.00
2018045356 John T. Hopkins II Richland County R.O.D.

Richland County TMS: 28904-03-02
Property Address: 160 Riding Grove Road

Seller:

Woodcreek Farms, Inc.

BY: _____ Date: 6-19-18
(Signature)

EDWIN H. COOPER Its: Pres.
(Print or Type Name) (Print or Type Title)

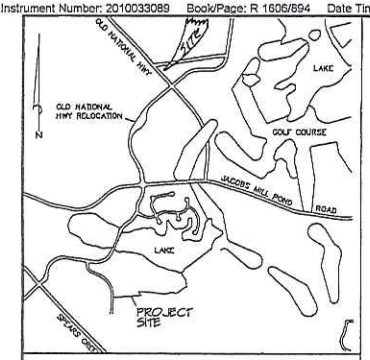
Buyer:

Cascata Development, LLC

BY: _____ Date: 6-14-18
(Signature)

Harold V Pickrel, III Its: Manager
(Print or Type Name) (Print or Type Title)

Instrument Number: 2010033089 Book/Page: R 1606/694 Date Time: 05/18/2010 11:41:42:937



VICINITY MAP

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 5/18/10
RCF # MS-10-90
Signature



7.03 AC TOTAL
2 PARCELS

CURRENT ZONING: PUD-2 (C-3 AREA)

CONTACT:
WOODCREEK DEVELOPMENT PARTNERSHIP
5217 TRENHOLM ROAD
COLUMBIA, SC 29206
WILLIAN COOPER (803)787-4121

NEW IRONS (#5 REBAR) PLACED AT ALL CORNERS & CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 G DATED 1/19/94 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIRMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAN M. BRASINGTON, PROFESSIONAL LAND SURVEYOR - No.9312

SOUTH CAROLINA
UNITED DESIGN SERVICES, INC.
No. C00574
CERTIFICATE OF AUTHORIZATION

REVISED 3/1/2001 TO ADD 0.26 AC PARCEL

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
601 DEVINE STREET, COLUMBIA, SC 29201 ■ PH: (803)252-4702

PLAT PREPARED FOR:

WOODCREEK DEVELOPMENT PARNTERSHIP

RICHLAND COUNTY near COLUMBIA, SOUTH CAROLINA

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 29 DEC 1999
T.M.S.#: SEE DRAWING
DWG.#: UB-838-072
SHEET 1 OF 1

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 improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, and being more particularly shown and delineated as Parcel "C" containing 7.003 Acres on a plat prepared for DAK I, LLC by United Design Services, Inc., William M. Brasington, P.L.S. dated December 27, 2002 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 745 at Page 3758, and shown thereon as having the following metes and bounds, to-wit: Beginning at an iron on the northern right-of-way margin of Riding Grove Road (S-40-2128), approximately 749.87 feet east of its intersection with Old National Highway (S-40-2127), thence running N17°024'46"W along Parcel "B" as shown on said plat for a distance of 838.36 feet to an iron; thence turning and running N73°53'51"E along property now or formerly of J. D. & F. D. Monroe as shown on said plat for a distance of 325.00 feet to an iron; thence turning and running S22°43'04"E along Parcel "D" as shown on said plat for a distance of 843.48 feet to an iron; thence turning and running S73°51 '29'W along the northern right-of-way margin of Riding Grove Road (S-40-2128) for a distance of 403.00 feet to the iron being the point of beginning.

Richland County TMS: 28900-01-29
Property Address: 167 Riding Grove Road

Seller:

Jean Thigpen Cooper Date: June 20th, 2018
Jean Thigpen Cooper

Buyer:

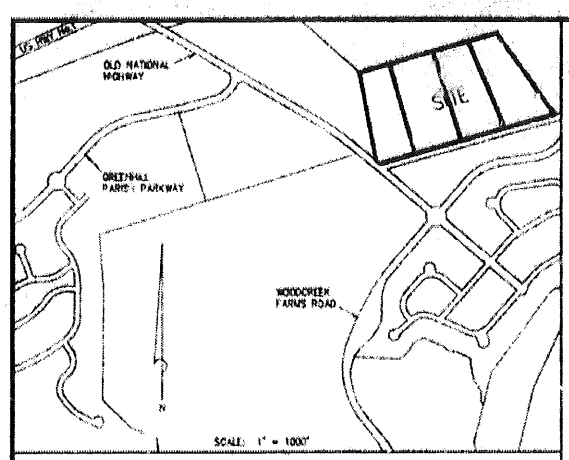
Cascata Development, LLC

BY: _____ Date: 6-14-18
(Signature)

Harold V Pickrel Jr. Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2316-487
2018045355 07/02/2018 16:12:07:233 Notice
Fee: $0.00 County Tax: $0.00 State Tax: $0.00

2018045355 John T. Hopkins II Richland County R.O.D.



VICINITY MAP

CONTACT/DEVELOPER:
DAK I, LLC
6911 N. TRENHOLM ROAD, SUITE 8
COLUMBIA, SC 29206
DEAS MANNING (803) 699-0015

CURRENT ZONING: RU

28.121 AC TOTAL IN DEVELOPMENT
4 PARCELS IN DEVELOPMENT

NOTES:
NEW IRONS (#4 REBAR) PLACED AT ALL CORNERS AND CHANGE IN DIRECTION, EXCEPT WHERE OTHERWISE NOTED.
PROPERTY SUBJECT TO ALL RESTRICTIONS, SETBACKS AND EASEMENTS OF RECORD.
SURVEY BASED ON REFERENCED PLAT OF RECORD.

N/F
J. D. & T. D. MONROE
25800-04-03

N/F
WOODCREEK FARMS DEVELOPMENT
25800-01-11

PARCEL "C"
7.003 AC
ROBERT W. COOPER

PARCEL "D"
7.003 AC
WOODCREEK DEVELOPMENT PARTNERSHIP

PARCEL "B"
8.003 AC
JOHNNY L. JOHNSON
& STEPHANIE S. JOHNSON

PARCEL "A"
8.112 AC
JAMES C. BIGHAM, JR.
& AMY S. BIGHAM

N/F
PONTIAC ASSOC.
23.48± AC
REMAINING PI
25800-03-05

N 73°53'51" E 1278.34'
405.00'
281.34'
325.00'
265.00'
S 35°24'21" E 695.76'
N 22°45'04" W 843.48'
N 17°45'47" W 638.43'
N 15°55'47" W 638.43'
N 10°33'31" W 800.80'
S 75°01'25" W 948.92'
403.00'
118.62'
CHORD 345.20' R=750'
S 75°09'45" W
428.70'
S 75°51'25" W 323.17'
N 50°40'51" W 50.00'
(66'R/W) S-40-2127
(66'R/W) S-40-2126
RIDING GROVE ROAD
OLD NATIONAL HIGHWAY
APPROX LOCATION 30' GAS LINE EASEMENT
20' EASEMENT TO FAIRFIELD ELECTRIC COOP
20' EASEMENT TO FAIRFIELD ELECTRIC COOP
20' WATER & SEWER LINE EASEMENT
50'x 50' SITE ANGLE EASEMENT
1/2"PIN(O)
3/4"PINCH(O)
1"PIN(O)
1"PK(O)
#4 REBAR(O)

REFERENCE A PLAT PREPARED FOR PONTIAC ASSOCIATES, BY COX & DINKINS, INC. DATED NOVEMBER 29, 1989 (REVISED 1/11/00) AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY IN PLAT BOOK 378 AT PAGE 1007.

I HAVE CONSULTED THE F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 450170 0110 H DATED 2/20/02 AND TO THE BEST OF MY KNOWLEDGE & BELIEF, THE PROPERTY IS LOCATED IN ZONE "X" AS SHOWN THEREON.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS, AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM M. BRASINGTON, PROFESSIONAL LAND SURVEYOR -- No.9312

Book 0745 3758 Plat Oversized
Fee $10.00 County Tax $0.00 State Tax $0.00
20030035R9 John G Noms

Richland County, South Carolina
Approved For Recording
Date: 11/3/03 SD-03-180
Carl D. Gosline, AICP Land Dvlpmt. Admin.

SOUTH CAROLINA UNITED DESIGN SERVICES, INC. No. C00574 CERTIFICATE OF AUTHORIZATION

REVISED 10/14/03 TO ADD EASEMENTS

UNITED DESIGN SERVICES, INC.
LAND SURVEYING SERVICES
540 ST. ANDREWS ROAD, COLUMBIA, SC 29210 ■ (803)750-9142

PLAT PREPARED FOR:

DAK I, LLC

RICHLAND COUNTY near PONTIAC, SOUTH CAROLINA

MAG NORTH

50 0 100
SCALE: 1" = 100'

DATE: 27 DEC 2002

T.M.S. 25800-03-05

DWG.# UB-958-087

SHEET
1 OF 1

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Recognition of Master Kendall Wallace as The First Tee Columbia MVP and Male Newcomer Athlete of the Year - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **Infant Safe Sleep Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** Infant Safe Sleep Month (PDF)

A Proclamation

WHEREAS, the Richland County Coroner's Office and the City of Columbia will join together in effort to educate citizens of Columbia about safe infant sleep and stop preventable deaths; and

WHEREAS, nationally more infants die each year from unsafe sleeping environments than do in car crashes; and

WHEREAS, Richland County had seven infant deaths this year as of July 2018, all due to unsafe sleep; and in 2017 Richland County had four infant deaths, in 2016 there were 5 infant deaths and in 2015 there were 7, also all due to unsafe sleep; and

WHEREAS, The A, B, C's, always ALONE, on their BACKS and in a clear CRIB can save an infant child from a sleep related death; and

WHEREAS, classes will be held in parks around the City of Columbia in order to educate the public; and

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 September 2018 as Infant Safe Sleep Month in the great City of Columbia.

_____

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 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **National Hydrocephalus Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Hydrocephalus proclamation (PDF)

A Proclamation

Whereas, hydrocephalus is derived from the Greek words "hydro" meaning water, and "cephalus" meaning head. Hydrocephalus is a condition that has no cure and in which the primary characteristic is excessive accumulation of cerebrospinal fluid in the brain resulting in abnormal widening of spaces in the brain which is called ventricles; and,

Whereas, the only treatment for hydrocephalus requires brain surgery. Most often, hydrocephalus is treated by surgically inserting a shunt system which diverts the flow of cerebrospinal fluid to another area of the body where it can be absorbed as part of the normal circulatory process; and,

Whereas, the number of people who develop hydrocephalus or who are currently living with it find it difficult to establish since there is no national registry of people with the condition; nevertheless, experts estimate that it affects over 1 million Americans and occurs in 1 in every 100 live births and in an estimated 700,000 older Americans; and,

Whereas, affected individuals and their families should be aware that hydrocephalus poses risks to both cognitive and physical development and often require repeated brain surgeries over a lifetime.

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 the month of September 2018 as

National Hydrocephalus Awareness Month

_____

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 J. Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Parks & Recreation**

FROM: ***Randy Davis, Director***

SUBJECT: **Columbia Family Wellness Challenge Winners - Mr. Randy Davis, Parks and Recreation Director**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life**

Three families were selected as the winners of the Let's Move! Columbia Family Wellness Challenge, a 12-week wellness challenge offered by the City of Columbia.

The winners were announced on Sunday, July 29, 2018, during the final wellness challenge ceremony held at the Charles R. Drew Wellness Center.

The top three families with the most points at the end of challenge were:

- The Jackson Family, Grand Prize winner (prizes valued at $1,000)
- The Harriford-McCants Family, Second Place winner (prizes valued at $500)
- The Suber Family, Third Place winner (prizes valued at $250)

More than 15 families were selected to participate in the citywide health initiative, which focused on gardening, nutrition and fitness. A family unit ranged from a minimum of two participants to six family members.

Throughout the challenge, families tracked their meals and activities. Families also participated in a variety of special events including group exercise classes; water safety classes; boot camps; and cooking and nutrition classes.

ATTACHMENTS:

- **#a:** The Harriford-McCants Family (JPG)
- #b: The Jackson Family (JPG)
- #c: The Suber Family (JPG)


THE HARRIFORD-MCCANTS FAMILY


Cooks Club
10 PCH STAINLESS STEEL
COOKWARE SET
SANTA FE
THE JACKSON FAMILY


THE SUBER FAMILY
LET'S MOVE! Columbia

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **#LoveColumbia Photo Challenge Winners - Ms. Leshia Utsey, Public and Media Relations Director**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Collaborate and partner with entities**

The #LoveColumbia photo challenge is a City initiative that encourages citizens of Columbia to submit photos via social media of the images they love in the city.

The Photo Challenge was promoted on the City's Facebook, Instagram and Twitter social media platforms in June 2018, where citizens were tasked with submitting images, which included landscapes, structures, buildings, historical monuments and more. Based on the total number of "likes, favorites, retweets, etc.," there was one photo that was chosen from each social media account. The voting process was driven by citizen participation, which included the option to like, comment, retweet, or favorite the photo of choice.

The following winners were recognized:

- Facebook - Miller Hyatt
- Instagram - Rita Pratte
- Twitter - Anna Peterson

We Are Columbia

MEETING DATE: **September 4, 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**

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)

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

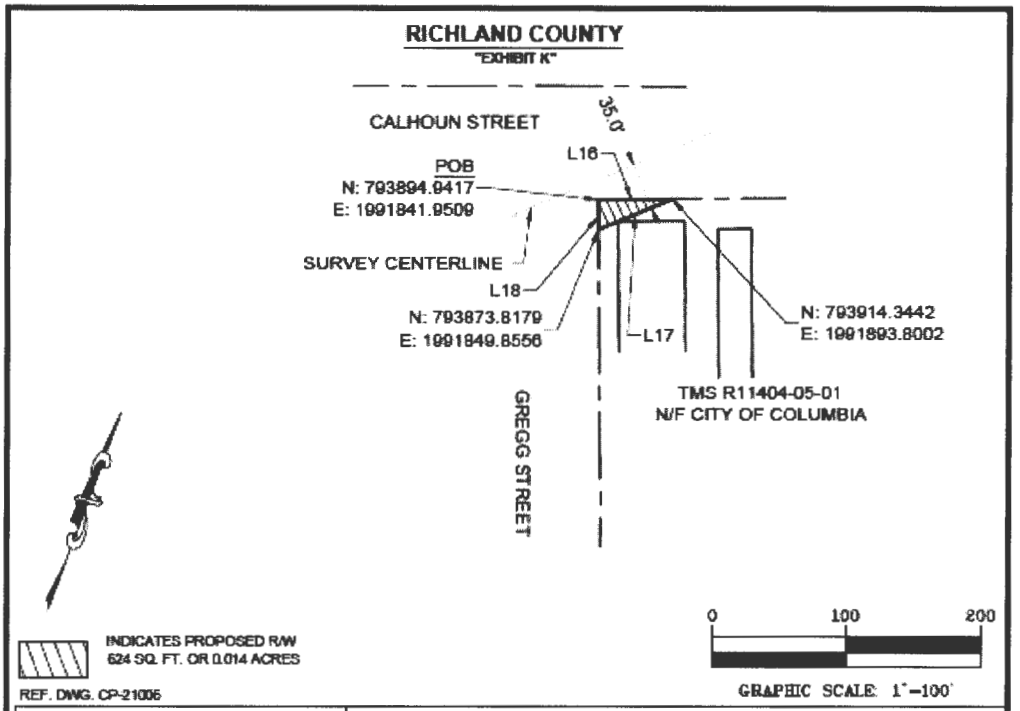
Last revised: 2/13/2018
17070075

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"



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

SCE&G	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 4, 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**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-040 encroach 500 Congaree Avenue (McGuckin) (PDF)

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

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

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

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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)

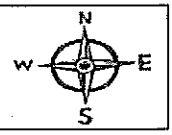
Construction material: Concrete

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

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_____ **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

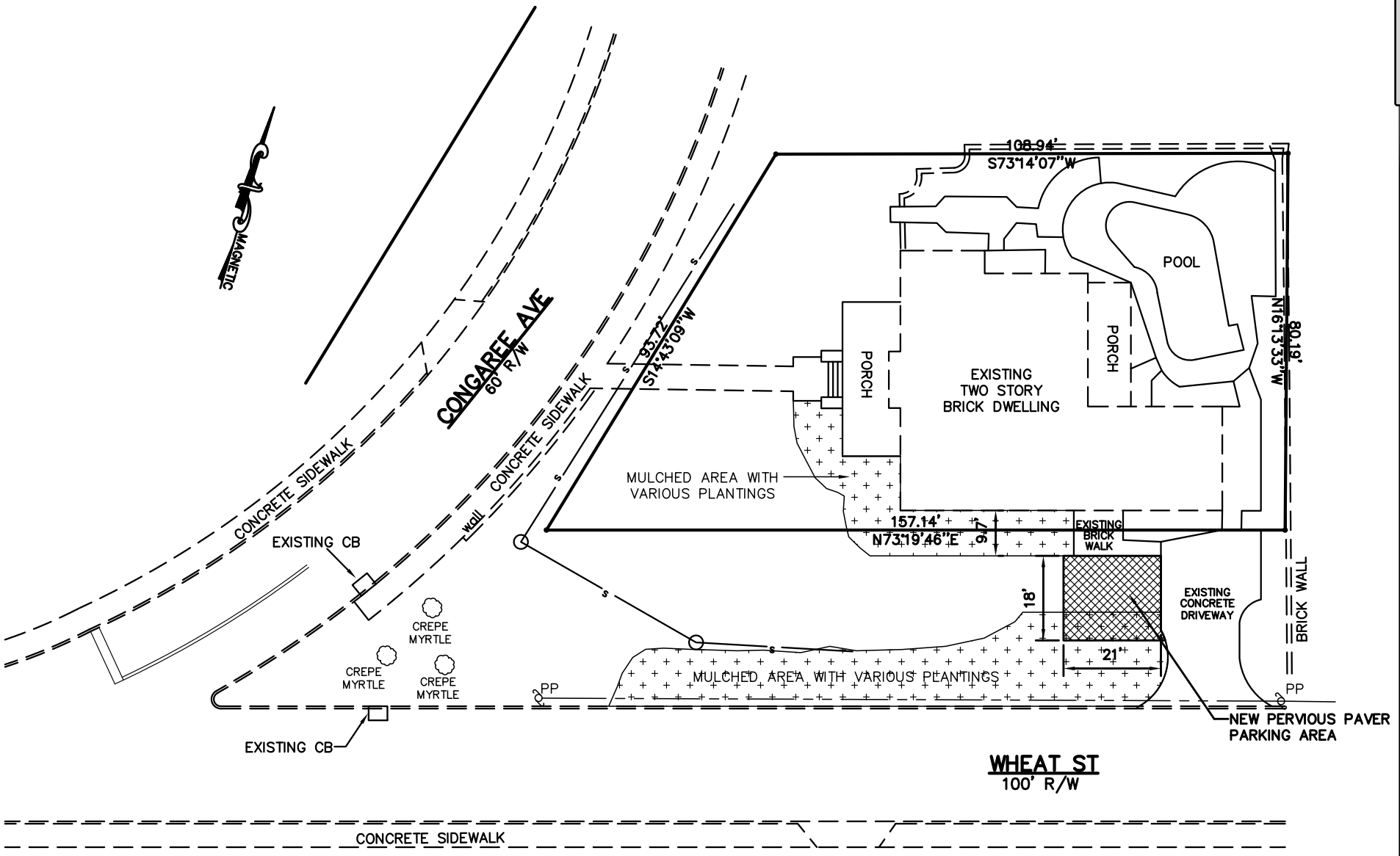
Tuesday, January 30, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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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 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-087 - Authorizing acceptance and dedication of streets known as Buck Ridge Drive and Marshdeer Way, located in Deer Lake, Phase 2A, Deertrot Court and Marshdeer Way, located in Deer Lake, Phase 2B and Buck Haven Way and Whitetail Way, located in Deer Lake, Phase 2C to the City of Columbia; Richland County TMS#22713-05-01, TMS#22713-05-02, TMS#22713-05-03, Formerly a Portion of TMS#22713-01-01; CF#191-06A**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-087 acceptance of roads in Deer Park Phase 2A, 2B and 2C (PDF)

RESOLUTION NO.: R-2018- 087

Authorizing acceptance and dedication of streets known as Buck Ridge Drive and Marshdeer Way, located in Deer Lake, Phase 2A, Deertrot Court and Marshdeer Way, located in Deer Lake, Phase 2B and Buck Haven Way and Whitetail Way, located in Deer Lake, Phase 2C to the City of Columbia; Richland County TMS#22713-05-01, TMS#22713-05-02, TMS#22713-05-03, Formerly a Portion of TMS#22713-01-01; CF#191-06A

WHEREAS, the above-referenced streets are located in the City limits of Columbia in the subdivision known as Deer Lake. The approval of the development plans for Deer Lake n included dedication of the streets to the City of Columbia; and,

WHEREAS, the Street Division has inspected the streets on the said property and found that they were constructed in compliance with the City's ordinances and regulations and recommends approval for acceptance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this day ____ of _____, 2018 that the City of Columbia accepts dedication of the aforesaid streets known as Buck Ridge Drive and Marshdeer Way, located in Deer Lake, Phase 2A, Deertrot Court and Marshdeer Way, located in Deer Lake, Phase 2B and Buck Haven Way and Whitetail Way, located in Deer Lake, Phase 2C.

Deer Lake subdivision is located in District 4 along Percival Road and was annexed into the City limits on June 3, 1987. The said streets are located as shown on a final plat of Deer Lake, Phase 2A, dated December 29, 2014, last revised October 14, 2016 and being on file in the office of the Department of Engineering under City File #191-06A; also, as shown on a final plat of Deer Lake, Phase 2B, dated December 24, 2014, last revised October 14, 2016 and being on file in the Department of Engineer under City File #191-06A; also, as shown on a final plat of Deer Lake, Phase 2C, dated December 29, 2014, last revised October 14, 2016 and being on file in the office of the Department of Engineering under City File #191-06A. Copies of said plats 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:

_____
Deputy City Attorney

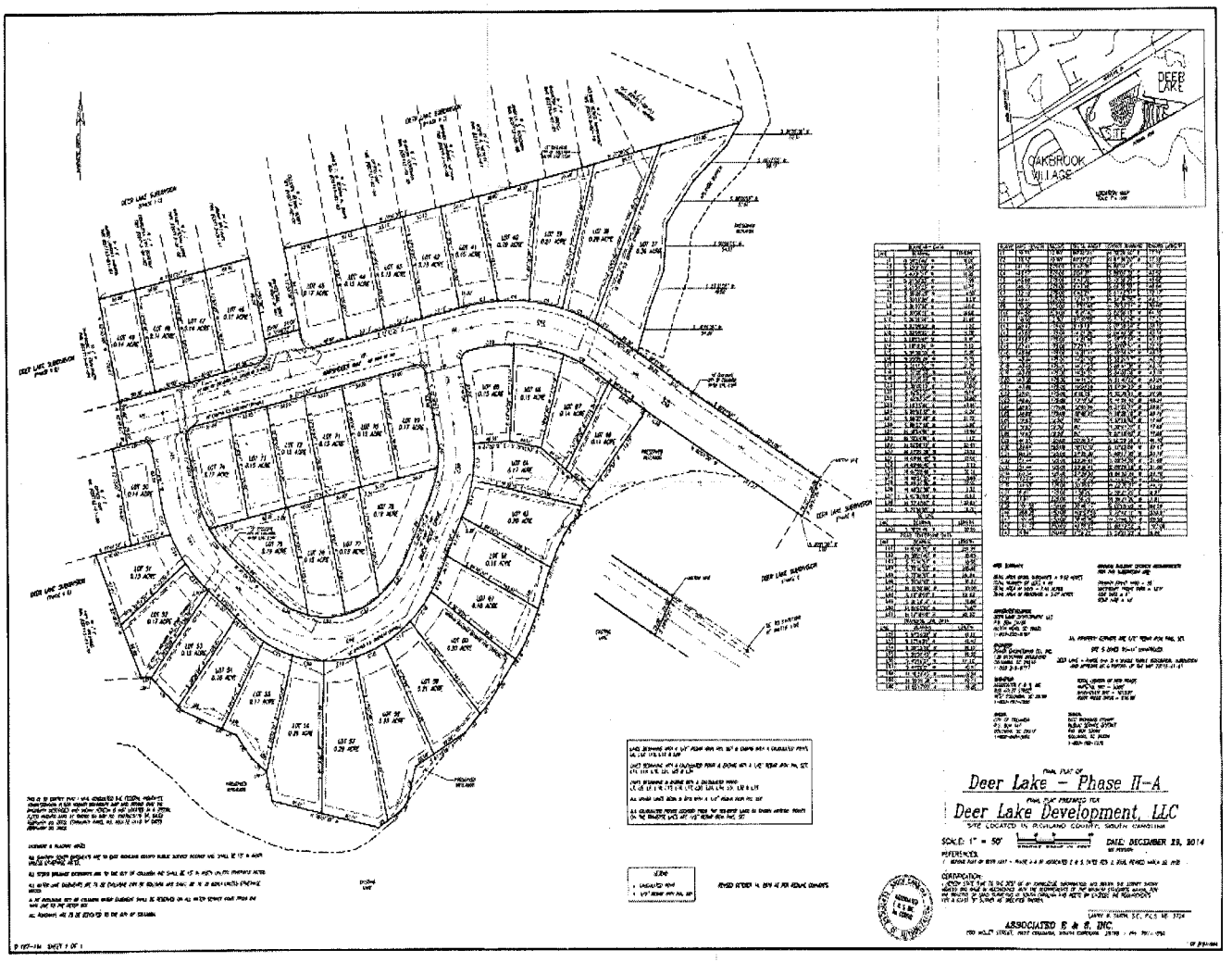
ATTEST:

_____
City Clerk

Introduced:
Final Reading:

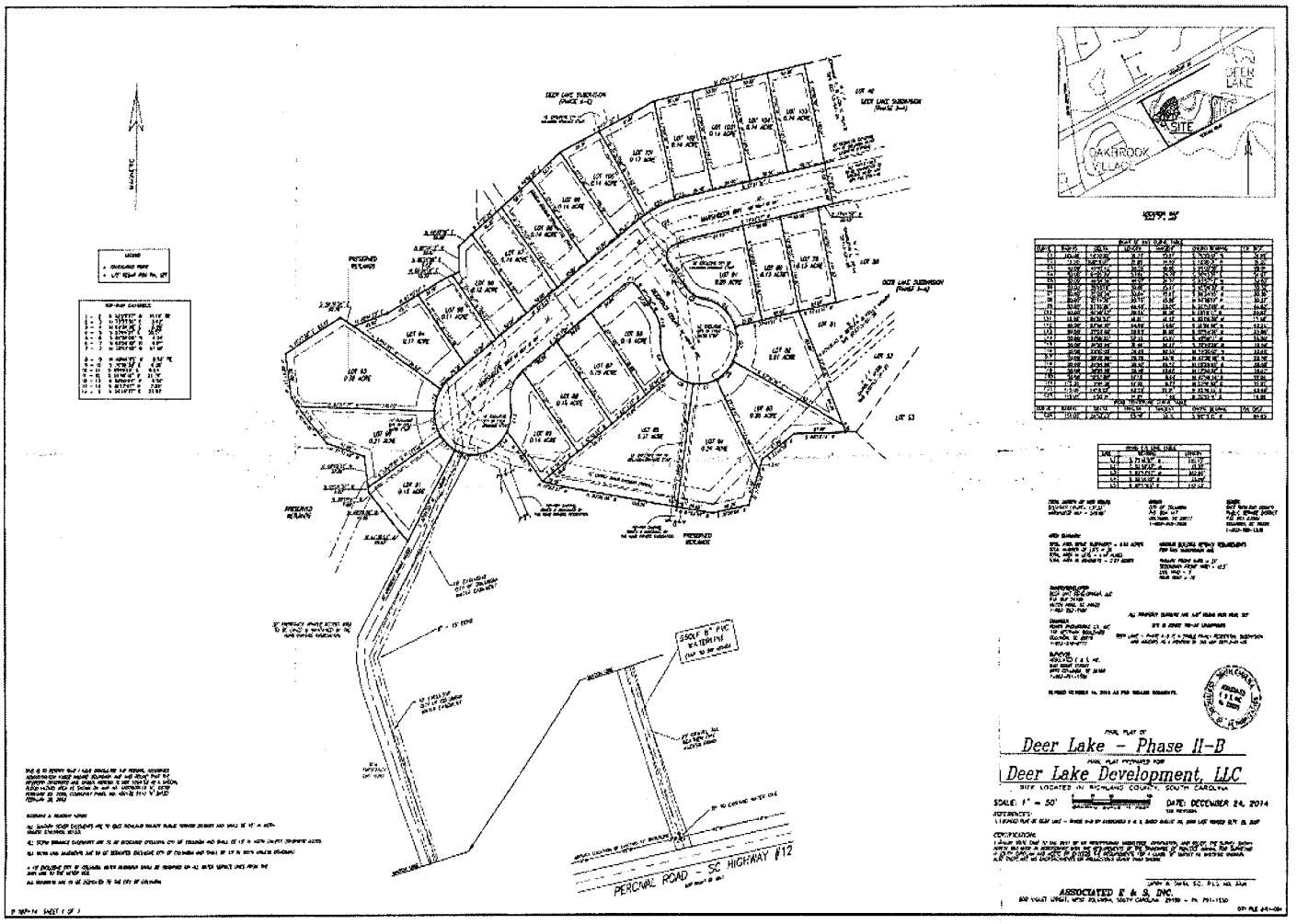
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Exhibit "A"
Deer Lake – Phase 2A



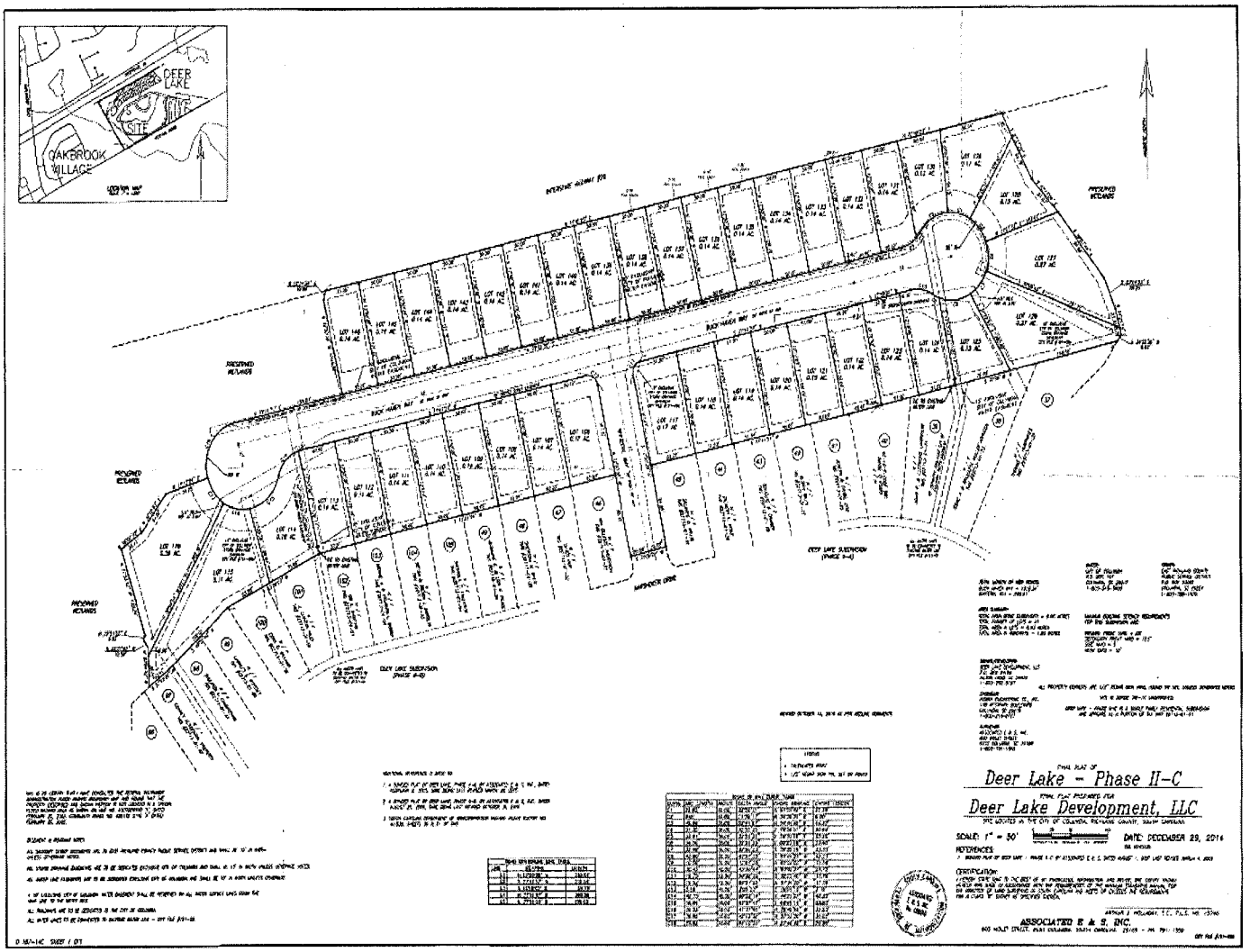
Last revised: 8/22/2018
18001798

Exhibit "A"
Deer Lake – Phase 2B



Last revised: 8/22/2018
18001798

Exhibit "A"
Deer Lake – Phase 2C



Last revised: 8/22/2018
18001798

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the City Health Center**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** R-2018-089 Celia Saxon Lease - Health Center (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-089

Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the City Health Center

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is authorized to execute the attached Sublease Agreement for the City Health Center, or in a form to be approved by the City Attorney, between the City of Columbia and Celia Saxon Shopping Center, LLC for lease of Suite 110 and Suite 112 2012 Harden Street Celia Saxon Shopping Center for the terms and conditions therein contained.

(Funding code: 6048920)

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 8/29/2018
18001965

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

SUBLEASE AGREEMENT
(Resolution R-2018-089)

THIS SUBLEASE AGREEMENT is made by and between Celia Saxon Shopping Center LLC, a South Carolina Corporation, (hereinafter, "Landlord"), and The City of Columbia, South Carolina, (hereinafter, "Tenant").

W I T N E S S E T H :

WHEREAS, the above-stated parties desire to enter into an agreement whereby Tenant shall rent from Landlord certain premises set forth below; and,

WHEREAS, the Parties desire to set forth their rights and remedies regarding the demised property; and,

NOW, THEREFORE, for and in consideration of Tenant's payments of rent and the mutual covenants and promises contained herein, the Parties hereby agree as follows:

ARTICLE 1. SUBLEASED PREMISES

1.1 Subleased Premises. Subject to all the terms and conditions of this SubLease, Landlord has demised and Subleased, and hereby confirms such demise and Sublease to Tenant, and Tenant has hired and Subleased, and hereby confirms such hire and Sublease from Landlord, the land not less than 3297 square feet in the Subleased Premises being shown and outlined on the site plan attached hereto as Exhibit "A". The Subleased Premises is situated within the Celia Saxon Shopping Center, constructed by Landlord as herein provided, at the northeastern corner of the intersection of Harden Street with Walker Solomon Way in Columbia, South Carolina. The term Shopping Center as used herein shall mean and refer to the land Subleased by Landlord from the Authority, together with the buildings and other structures from time to time thereon. For the purpose of this document, the Subleased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Subleased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this SubLease, but reserving and accepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Subleased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center. Tenant's address in the Shopping Center is 2012 Harden Street, Suite 110 and 112 Columbia, S.C. 29204. Tenant recognizes and agrees that, the "Common Area" (or "Common Areas") is the part of the Shopping Center, not occupied by buildings and made available for the non-exclusive use of all tenants, and their customers, employees and invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, roofs, exterior wall surfaces and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's management and control. Tenant's use of the Common Area, shall be in harmony hereof, and Tenant's right to the Common Area shall be non-exclusive and reasonable and reasonably restricted and limited by Landlord, as solely determined by Landlord, and Tenant shall make no extraordinary use of the Common Area, nor utilize advertising, without the advance written approval of the Landlord (for the purposes of this provision, "Tenant" means, Tenant's concessionaires, officers, employees, agents, customers and invitees).

1.2 Permitted Encumbrances. Ad Valorem taxes for 2012 and subsequent years are permitted encumbrances; provided, however, the rent for the year in which the SubLease begins shall be prorated based upon the period of occupancy of the Tenant for that year;

ARTICLE 2. TERM

2.1 Term. Commencing on the "Commencement Date" as July 1, 2018, hereinafter defined and ending one (1) year thereafter, except that in the event the Commencement Date is a day other than the first day of a calendar month, said term shall extend for said number of years in addition to the remainder of the calendar month following the Commencement Date (the "Initial Term"). Tenant has the option to renew this SubLease for an additional term of one (1) year ("First Renewal Term") under the same terms and conditions as exist at the end of the initial Term except that the Basic Rent (as defined hereafter) shall increase by an additional ten (10%) percent for the duration of the First Renewal Term. To exercise its renewal option, Tenant shall deliver in writing to Landlord a notice of such election no later than ninety (90) days prior to the termination of the initial Term to exercise the First Renewal Term. Access prior to the Commencement of the Term, shall be arranged by consultation with Landlord. Each party shall have the right to terminate this Agreement, with or without cause, by providing ninety (90) days written notice.

2.2 Security Deposit. Prior to or contemporaneous with the Commencement Date, Tenant shall deposit with the Landlord the amount of Five Thousand and No/100 ($5,000.00) Dollars ("Security Deposit"). Tenant agrees that the Security Deposit may be deposited into an operating account of Landlord and utilized by Landlord for the operation of the Premises. The Security Deposit is to be refunded to Tenant upon vacating the Premises at the expiration of the SubLease, or any renewal hereof, if the Tenant is not then in default and the premises are returned to the Landlord are in, "broom clean" condition, with no waste committed In no event, may the Security Deposit be deemed by, or utilized by, Tenant to be available to offset Rent or Additional Rent, or any monies due to Landlord under this SubLease

2.3 Delivery of Premises. On or before the Commencement Date, Landlord shall have completed the following at its sole cost and expense:

a. Provide Tenant with an HVAC inspection letter from a licensed and bonded contractor attesting that the HVAC system currently in use at the Premises is in proper working condition; and,
b. Prepared the Premises then delivered the Premises to Tenant in broom-clean condition.

2.4 Holding Over. At any expiration or cancellation of this SubLease, should Tenant hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only on the same terms hereof, with the rent escalation set forth herein.

2.5 Return of Premises. Tenant shall, on the last day of the term, or upon sooner termination of the Term, or Renewal Term hereof, peaceably and quietly surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, and shall also surrender any new buildings, structures, replacements or additions, or improvements constructed, erected, added, or placed thereon, with normal wear and tear excepted.

ARTICLE 3. RENT

3.1 Basic Rent/Common Area Costs. During the One Year Term, the Fixed Rent shall be based on a fee of approximately $12.50 per square foot of leased space in the Shopping Center or $3,424.00 per month or $41,088 per year. At the end of the Term, the parties will negotiate the Fixed Rent for any additional Extension Term at least 180 days, but no more than 270 days prior to the expiration of the Initial Term. For any Renewal Term, the Rental payments due to the Landlord shall escalate by ten percent (10%), consistent with provision 2.1 herein. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30)-day month, and shall be payable upon the commencement of the Lease Term. Common Area Costs- In addition to the monthly Fixed Rent, there will be an additional cost of approximately $3.74 per square foot of the leased space for the Cost of the Common Area Maintenance, otherwise specified herein, Tenant shall pay to Landlord a contribution towards "common area maintenance" such sum payable in equal monthly installments in advance on the first day of each month during the Lease Term. Tenant's Pro Rata Share shall be based upon the reasonably estimated annual cost of operation and maintenance of the Common Area. This cost for the above mentioned Subleased space is approximately $3.74 per square foot x 3297 square feet, or $12,324.00 per year or $1,027 per month for the duration of the SubLease.

3.2 Additional Rent. In addition to the Basic Rent provided for above, Tenant shall pay to Landlord as additional rent ("Additional Rent") all amounts as set forth throughout this SubLease. A default in payment of Additional Rent by Tenant shall give Landlord the right to exercise the same remedies as for a default in the payment of Basic Rent.

3.3 Payment of Rent. All Basic and Additional Rent is due and payable in advance on the tenth (10^{th}) day of each calendar month (or, as to invoiced Additional Rent, within ten (10) days after receipt of written demand) and is to be paid to Landlord. In the event that any installment of Basic Rent, Additional Rent, or other sums payable hereunder by Tenant to Landlord are not paid on the due date, Tenant shall pay, in addition to such unpaid installment, a late payment penalty of Fifty ($50.00) Dollars for each day said rent is in arrears beginning on the first (1^{st}) day after said rent is due, or the highest interest rate permitted by law in the event the Fifty ($50.00) Dollar late payment penalty is deemed invalid by a Court of competent jurisdiction.

3.4 Net SubLease. The Basic Rent provided for herein shall be in addition to and over and above all other charges, expenses, costs, impositions, utilities, insurance, and other payments whatsoever to be made by Tenant under this SubLease as more fully described herein.

ARTICLE 4. USE AND OPERATION

4.1 Permitted Uses. During the Term of this SubLease, the Premises may only be used for, lawful purposes, which for this SubLease is said to be, a Medical and Wellness Center to be operated by an independent contractor engaged by the City of Columbia to provide medical, pharmaceutical and wellness services to current City employees, City retirees and dependents, (hereinafter, "Medical and Wellness Center").

4.2 Prohibited Uses. Tenant shall not use, occupy, suffer, or permit the Premises or any part thereof to be used in any manner which would in any way: **(a)** violate any statute, ordinance, law, or regulation affecting the Premises, **(b)** make void, voidable, or unobtainable any insurance coverage required by this SubLease to be maintained by Tenant, **(c)** constitute a public or private nuisance, or **(d)** cause Tenant to default in any of its other obligations under this SubLease.

4.3 Leaving Premises Unoccupied. Tenant shall have the right, at any time, to leave the Premises unoccupied; provided that during any such period that the Premises is unoccupied, Tenant shall still be responsible for the Premises and all contents thereof, and Tenant shall not during any such period be released from its obligations under this SubLease, both financial and custodial. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

4.4 Compliance with Laws, Ordinances and Regulations. The use of the Premises will be a permitted use under all applicable statutes, codes, rules, regulations, and ordinances. Landlord represents and warrants to Tenant that the Premises shall at all times comply with all applicable laws governing its use and occupancy. Landlord shall at Landlord's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Landlord or Tenant by the ordinances, laws, and/or regulations of any Governmental authorities, as may apply to the Premises. If during the term of this SubLease the application of any statute, code, or ordinance of any government authority, agency, official, or officer applicable to the Premises makes it impossible or not economical for Tenant to operate in the Premises, then Tenant, at its option, may terminate this SubLease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination, and all monies owed to Landlord are immediately due and payable.

ARTICLE 5. ASSIGNMENT AND SUBLETTING

5.1 Assignment and Subletting. Provided Tenant is not in default hereunder, Tenant may seek a written approval from the Landlord to assign this SubLease and/or make subleases of all or any portion of

the Premises. Any permitted assignee/subtenant may use the Premises for any lawful purpose permitted by this SubLease. Landlord may assign this SubLease and all rights hereunder provided Tenant's use and enjoyment of the Premises during the term of this SubLease is not disturbed.

ARTICLE 6. STRUCTURAL ALTERATIONS AND REPAIRS

6.1 Structural and Non-Structural Alterations. Tenant may make reasonable structural and reasonable non-structural alterations, installations, substitutions, decorations, and improvements ("Tenant Improvements") in and to the Premises as Tenant may reasonably desire to adapt the Premises to Tenant's business purposes. Each such Tenant Improvement shall be completed in accordance with all applicable codes, rules, and regulations. Tenant shall not exercise the right and privilege granted by this Article in such manner as to damage permanently the structural qualities of the building. Tenant may make such additions, improvements, or alterations to the Premises at its sole cost and expense. Tenant shall not permit mechanics liens to become attached or remain on the Subleased premises, and Tenant is solely responsible for the same.

6.2 Fixtures and Personal Property. Landlord agrees that all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature kept or installed at the Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Premises and may be removed by Tenant at any time and from time to time during the Term and any renewal thereof, only if any such removal causes no damage to the Premises. At the expiration or sooner termination of this SubLease, or any renewal thereof, Tenant shall remove any and all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature, and repair all damage done to the Premises by such removal; natural wear and tear, damage by storm, fire, flood, lightning, or other natural casualty excepted.

6.3 Landlord's Obligation for Maintenance. During the full term of this SubLease and any renewal thereof, the Landlord shall reasonably maintain the roof, exterior walls, foundations, underground utilities leading to the Premises, and other structural portions of the Premises at Landlord's expense. So long as Tenant maintains an annual service maintenance agreement on the HVAC system, Landlord shall be responsible for any and all costs of repair, maintenance, installation, and replacement of the HVAC system greater than One Thousand, Five Hundred and No/100 ($1,500.00) Dollars incurred per calendar year. For avoidance of doubt, all repairs, replacements, and renewals shall be equal in quality and class to the original work.

ARTICLE 7. ENVIRONMENTAL MATTERS

7.1 Releases. Tenant represents and warrants to Landlord that during the term of this SubLease no hazardous waste (as that term is defined in state or federal law) or substance which is harmful to the environment will be generated, treated, stored, processed, or disposed on the Premises, except in full compliance with all local, state, federal laws, ordinances, and regulations. Landlord represents, as of the Commencement Date, to the best of its knowledge **(a)** none of the buildings or other structures on the Premises contain asbestos nor have asbestos-containing materials and **(b)** that no hazardous waste, materials or substances, as defined by applicable federal, state or local law have been heretofore disposed of on the Premises and that no other environmental hazards exist on the Premises.

ARTICLE 8. INSURANCE

8.1 Insurance by Tenant. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

ARTICLE 9. TAXES AND ASSESSMENTS

9.1 Escrows for Taxes. Tenant agrees to remit to Landlord, concurrent with the payment of Basic Rent, an amount equal to 1/12 of the amount required to pay the current year's Ad Valorem taxes Ad

Valorem taxes and/or special assessments and cost of maintaining the common area of the Shopping Center are equal to Tenant's pro rata share, which shall be computed upon the ratio of the square feet of the Leased Premises to the total leaseable square footage of the Shopping Center, not to include the common area. The Parties agree to reconcile the amounts paid into escrow by Tenant with the actual tax bill at the end of each tax year. All such payments for taxes shall be remitted timely to the governmental entity by Landlord as Landlord shall be solely responsible for any fine, penalty, interest, cost, or imposition arising from a late payment or imposed by operation of law. Within ten (10) business days of Tenant's request, Landlord shall furnish to Tenant receipts for the payment of all taxes and assessments, or other evidence satisfactory to Tenant that such payments have been made by Landlord.

9.2 Tenant May Perform Landlord's Obligations. If Landlord shall, after ten (10) days of receiving notice of the overdue obligation, **(a)** fail to pay any tax or assessment; **(b)** fail to provide proof of payment as hereinabove required; or **(c)** fail to deliver any certificate as provided above; Tenant shall have the right, but shall not be obligated, to pay the Ad Valorem tax and/or assessment and all amounts so paid including, but not limited to, costs, penalties, and interest, shall be repaid to Tenant by Landlord immediately or Tenant may deduct such amounts from Basic and Additional Rent due to Landlord.

ARTICLE 10. UTILITIES AND MAINTENANCE CONTRACTS

10.1 Tenant to Pay. Tenant is responsible for the maintenance and replacement of locks and Tenant is responsible for the maintenance and replacement for all electric light bulbs, tubes and fixtures within or on the Subleased premises, and Tenant shall promptly pay, or cause to be paid, all proper charges for gas, electricity, cable or satellite heat, water, sewerage or plumbing costs, including the freezing thereof, and power for telephone, protective, and other communication services, removal of garbage and waste, (Tenant shall not permit or allow garbage or trash to accumulate on the Subleased premises), and for all other public or private utility services, which shall be used, rendered, or supplied on or in connection with the Premises, or any part thereof, at any time during the term of this SubLease.

ARTICLE 11. ACCESS TO PREMISES

11.1 Access. Subject to applicable Government security regulations, Tenant shall permit inspections of the Premises by Landlord, its agents or representatives, and by or on behalf of prospective purchasers or mortgagees of the Premises at reasonable times and for reasonable periods after reasonable notice to Tenant at any time during the term of this SubLease and shall permit Landlord access to make such repairs required hereunder by Landlord or repairs that Tenant shall fail to make. During the sixty (60) day period immediately preceding the expiration of the Initial Term or any renewal term, Tenant shall permit inspection of the Premises at reasonable times and for reasonable periods by or on behalf of prospective tenants. If at any time an entry shall be deemed necessary in the sole discretion of Landlord for the protection of the Premises, Landlord or Landlord's agents or representatives may enter the Premises for any such purpose. The provisions of this Article are not intended to create or increase, and are not to be construed as creating or increasing, any obligations of Landlord under this SubLease.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default by Tenant. The occurrence of any of the following events during the Term or any extension of this SubLease shall constitute a default hereunder and shall entitle Landlord to exercise all remedies available at law or equity including those hereinafter set forth:

a. Failure of Tenant to make payment of any installment of the Basic Rent expressly reserved hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or

b. Failure of Tenant to make payment of any item of Additional Rent or any other charge required to be paid by Tenant hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or

c. Failure of Tenant to fulfill any of the covenants of this SubLease and to cure said default within thirty (30) days after written notice to Tenant to cure.

d. After an Event of Default by Tenant, Landlord has the express right to remove and store any property, personal or otherwise then on the Subleased premises, with the Tenant being solely responsible for all costs of removal and storage of all items, and

Tenant being solely responsible for all claimed loss, damage or costs to any items removed from the Subleased premises.

12.2 Events of Default by Landlord. The occurrence of any of the following events during the Term or any extension of this SubLease shall constitute a default hereunder and shall entitle Tenant to exercise all remedies available at law or equity including those hereinafter set forth:

a. Failure by Landlord to observe or perform any covenant, agreement, condition or provision required of Landlord pursuant to the terms and provisions of the SubLease which materially affects the use or habitability of the Premises and if such failure shall continue for thirty (30) days after receipt of written Notice from Tenant to Landlord specifying such failure; provided, however, if such default is of a nature that it can be cured and if Landlord in good faith commences to cure such default within such ten (10) day cure period, but due to the nature of such default it could not be cured within such cure period after due diligence, no default by Landlord shall be deemed to have occurred at the end of the cure period if Landlord is then diligently pursuing such cure to completion, and completes such cure as promptly as reasonably possible under all the circumstances; or

b. Filing by Landlord or a filing against Landlord with regard to a petition or case under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state and such petition or case is not discharged within sixty (60) days.

12.3 Remedies of Landlord. In the event of default by Tenant, Landlord shall have all remedies available at law or equity including the following remedies; provided, however, Landlord's option to terminate this SubLease can only arise after Tenant's failure to cure such default following thirty (30) days written notice from Landlord of such default:

a. In the event of a default described in subsections (a), (b), and (c) of Article 12.1 above, Landlord, at its option, may terminate this SubLease and, upon such termination, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

b. Upon the termination of this SubLease by reason of default by Tenant by summary proceedings or under any provision of law now, or at any time hereafter, in force by reason of, or based upon, or arising out of a default under, or breach of, this SubLease by Tenant, or upon Landlord's recovering possession of the Premises in the manner or in any of the circumstances hereinbefore mentioned or in any other manner or circumstances whatsoever, whether with or without legal proceedings, by reason of default under, or breach of, this SubLease by Tenant, Landlord shall use reasonable diligence to relet the Premises or such part or parts thereof as may be practicable for the account of Tenant or otherwise, and receive and collect the rents. Landlord shall apply the rent first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorney's fees) and in putting the Premises into good order or condition or preparing or altering the same for re-rental; second, to all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in or about reletting the Premises; and third, to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the term of this SubLease as originally granted, or for a longer or shorter period.

c. In any such case, and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord the Basic Rent and all other Additional Rent and other charges required to be paid by Tenant up to the time of such termination of this SubLease or of such recovery of possession of the Premises by Landlord, as the case may be. Thereafter, Tenant agrees to pay the equivalent of the amount of all the Basic Rent reserved herein and all Additional Rent and other charges required to be paid by Tenant, less the net proceeds of reletting available for application to Tenant's obligations, if any, and the Basic and Additional Rent shall be due and payable by Tenant to Landlord on the several rent days specified above, e.g., upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing.

12.4 Remedies of Tenant. In the event Landlord fails to repair any damage or perform any other action or obligation for which Landlord is responsible under this SubLease and fails to cure such default after fifteen (15) days of receiving notice of such failure and Tenant's intention to perform the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith or deduct such reasonable costs from the amount of rent due. The rights described in this Article shall be deemed Tenant's "Self-Help Rights" and "Set-Off Rights". Notwithstanding any provision in this SubLease to the contrary, Tenant shall have all remedies available at law or equity in the event of default by Landlord of its obligations under this SubLease, provided, however, Tenant's option to terminate this SubLease can occur after Landlord fails to cure such default following thirty (30) days written notice from Tenant of such default.

12.5 All Defaults Deemed Material. All events of default contained herein, shall be deemed material in any type of termination proceeding in any Court of competent jurisdiction.

ARTICLE 13. NOTICES

13.1 Notices. All notices, requests, approvals, consents, demands, or other communications shall be effective upon the first to occur of the following: **(i)** upon receipt by the Party to whom such notice, request, approval, consent, demand, or other communication is given; or **(ii)** three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

If to Landlord:
Celia Saxon Shopping Center
1917 Harden Street
Columbia, SC 29204
Attention: Accounting Department

If to Tenant:
City of Columbia
P.O. Box 147
Columbia, SC 29217
Attention: City Manager

With a copy to:
City of Columbia
P.O. Box 667
Columbia, SC 29202
Attention: City Attorney

The Parties hereto may change their respective addresses by notice in writing given to the other party to this SubLease.

ARTICLE 14. NON-DISTURBANCE, ATTORNMENT, AND QUIET ENJOYMENT

14.1 Non-Disturbance, Subordination, and Attornment. This SubLease and all rights of Tenant hereunder are and shall be subject in all respects to all mortgages of Landlord which may now or hereafter affect the Premises. Landlord under any such lease or the holder of any such mortgage shall, upon request, furnish to Tenant a Non-Disturbance Agreement in the form and substance reasonably satisfactory to Tenant.

14.2 Quiet Enjoyment. If and so long as Tenant shall pay the Basic Rent and Additional Rent provided for in this SubLease and shall perform and observe all the covenants and conditions contained herein on the part of Tenant to be performed and observed, Tenant shall quietly enjoy the Premises without any manner of hindrance, interruption, or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this SubLease and to the Permitted Encumbrances set forth in Section 1.2.

14.3 Estoppel Certificates. Tenant agrees that, at any time and from time to time upon not less than fifteen (15) days prior notice from Landlord, it shall execute, acknowledge, and deliver to Landlord a reasonable Estoppel Certificate certifying **(i)** that this SubLease is in full force and effect and unmodified, or if there have been modifications, stating such modifications; **(ii)** the dates to which Basic Rent has been paid and the then current amount of Basic Rent; **(iii)** that to the best knowledge of Tenant, Tenant is not

then in default under this SubLease or stating such defaults as may then exist; and **(iv)** such other information as Landlord may reasonably request.

ARTICLE 15. CASUALTY AND CONDEMNATION

15.1 Damage or Destruction. If the Premises are damaged by storm, fire, lightening, earthquake, other element, or any other casualty not due to Tenant's gross negligence, Landlord shall use the insurance proceeds to repair the damage in a reasonable time (but not to exceed sixty (60) days of the casualty), but the rent shall not be abated unless the Premises are thereby rendered uninhabitable in whole or in part. If the Premises are thereby rendered uninhabitable only in part as determined by Tenant, the rent shall be abated in proportion to the part rendered uninhabitable. If the Premises are thereby rendered wholly uninhabitable as determined by Tenant, the rent shall be entirely abated during the period of repair. If the Premises cannot be restored to its prior condition within sixty (60) days of the casualty, Tenant may terminate this SubLease by giving notice to Landlord in writing; provided however, if the damage is due to the gross negligence of Tenant, Tenant may not terminate the SubLease. In the event of such termination, the rent shall be apportioned to the termination date and the Parties need not repair or restore the Premises.

15.2 Eminent Domain. In case the whole of the Premises shall at any time during the said term be taken by any public authority for any public use, the entire damages which may be awarded for such taking shall be apportioned between Landlord and Tenant. In case only a part of the Premises shall be so taken for public use, the rights, duties, and obligations of Landlord and Tenant shall be determined by taking into consideration the quantity and value of the land taken, the extent of the injury thereby caused to the building, the costs of restoring the building, the value of the building if restored, the period of the unexpired term of this SubLease, and all the other materials facts and circumstances. Other factors to consider include: that the whole or any part of the damages awarded by the public authorities for such taking shall be applied to the restoration of the building which may be upon the Premises at the time of such taking; that such damages shall be apportioned between Landlord and Tenant to be paid to either one of them; that the whole or any part of the rent shall be abated from the time of the taking or for any less time; that the SubLease shall be otherwise modified; or that the SubLease shall terminate. Tenant shall have the option to terminate this SubLease if a condemnation or threat thereof, as defined above, results in a taking of all or a portion of the Subleased Premises and such taking precludes Tenant from conducting its normal business operations for a period of at least thirty (30) days.

ARTICLE 16. MISCELLANEOUS

16.1 Severability. Any provision of this SubLease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any Articles of this SubLease so indicate, the obligations of Landlord and Tenant pursuant to such Articles shall survive the termination of this SubLease.

16.2 Governing Law. This SubLease shall be governed by and construed in accordance with the laws of the State of South Carolina.

16.3 Entire Agreement. This SubLease contains the entire understanding between the Parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the Parties. No changes, alterations, modifications, additions or qualifications to the terms of this SubLease shall be made or be binding unless made in writing in the form of an amendment to lease and signed by each of the Parties.

16.4 Benefit and Binding. This SubLease and the terms and conditions hereof shall inure to the benefit of, and be binding upon, the Parties, their successors, and permitted assigns.

16.5 Headings. The headings of Articles and Sections of this SubLease are not a part of this SubLease and are intended solely for ease of reference. Such headings shall have no effect upon the construction or interpretation of any part hereof.

16.6 No Waiver. No failure on the part of either Party to enforce any term, covenant, or condition contained herein, nor any waiver of any right hereunder by either Party, unless in writing, shall constitute a waiver of such right or affect the right of such Party to enforce the same in the event of any subsequent breach or default unless the waiver shall be in writing signed by the Party waiving its right(s).

16.7 Rights Cumulative. The rights given to the Parties herein are in addition to any rights which may be given to Landlord and/or Tenant by any statute or otherwise.

16.8 No Merger. There shall be no merger of this SubLease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this SubLease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate, unless the parties signify in a written instrument their intent that such estates shall be merged.

16.9 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or casualty, acts of God, riots, insurrection, war, or other reason of like nature, then performance of such acts shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equal to the period of delay.

16.10 Modification. None of the terms, covenants, or agreements of this SubLease shall in any manner be altered, waived, or changed except in a written instrument signed by both Parties, with a formality hereof.

16.11 Bankruptcy. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's or the Court's Trustee fails to perform or rejects any of the Landlord's obligations under this SubLease, Tenant shall have the option to terminate this SubLease.

16.12 Recording. The Parties agree that this SubLease shall not be recorded, but a Short Form SubLease or Memorandum of SubLease, complying in form with applicable state law, shall be executed setting forth the description of the Premises, the Term of this SubLease and other pertinent provisions.

16.13 Tenant's Right of First Refusal. Except with regard to a sale or transfer to an affiliate of Landlord, if Landlord receives a binding offer to purchase its interest in the Premises, Landlord shall notify Tenant in writing ("Landlord's Sale Notice") of the person/entity desiring to purchase Landlord's interest in the Premises and the purchase price for such sale. Such notice shall also include a copy of such offer. Tenant may, within thirty (30) days after receipt of the Landlord's Sale Notice, elect in writing to purchase Landlord's interest in the Premises at the price and on the terms stated in the Landlord's Sale Notice. If Tenant elects to purchase the Premises, Landlord and Tenant shall close the purchase of the Premises for cash or on the financing terms set forth in Landlord's Sale Notice within ninety (90) days after the date of Tenant's election. If within such 30-day period, Tenant does not elect in writing to so purchase the Premises, Landlord shall thereafter have the right to sell and convey its interest in the Premises to the person or entity at the price and on the terms stated in the Landlord's Sale Notice. If Landlord does not so sell and convey its interest in the Premises within six (6) months of Tenant's election not to purchase the Premises, any later proposed sale by the Landlord shall be deemed a new determination by Landlord to sell and convey its interest in the Premises and shall again be subject to the provisions of this Section. The rights of Tenant contained in this Section shall continue with respect to the Premises and shall be binding upon any new owner of the Premises after any sale of the Premises or any sale or transfer to an affiliate of Landlord.

16.14 Landlord Not A Partner. For avoidance of doubt, nothing herein contained shall be deemed or may be reasonably construed as creating the relationship of associate, principal and agent or of partnership or joint venture between the Parties hereto, and the Medical and Wellness Center is not and cannot be reasonably construed as an Instrumentality or *Alter-Ego* of the Landlord; it being understood

and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than that of Landlord and Tenant.

16.15 Construing of SubLease. This SubLease and any documents or instruments delivered pursuant hereto, shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this SubLease and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable either to this SubLease or such other documents and instruments.

16.16 Replacement of Glass. At the commencement of the Lease Term all glass in the Leased Premises shall be in good condition and undamaged. Tenant shall thereafter, at its own expense, replace all broken or damaged glass in the Leased Premises.

16.17 Signs, Awnings and Canopies. Tenant may only install signage, awnings and canopies in strict compliance with applicable zoning Laws and regulations, and with advance written approval of the Landlord, which approval, shall not be unreasonably withheld, but which approval shall be in Landlord's sole discretion. Tenant will not place, nor suffer to be placed any signage or advertising, which is inconsistent with this provision.

IN WITNESS WHEREOF, the Parties hereto have duly executed this SubLease as of the day and year of the last signature hereibelow.

WITNESSES AS TO LANDLORD:

LANDLORD:

_____
Witness #1

CELIA SAXTON SHOPPING CENTER LLC:

BY: _____
ITS: _____

_____
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ___ day of _____, 2018 by _____, _____ of Celia Saxon Shopping Center, LLC on behalf of the within-named Landlord.

_____
Witness

Sworn to before me this ___ day of _____, 2018

_____
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES AS TO TENANT:

TENANT:

_____
Witness #1

CITY OF COLUMBIA:

BY: _____
Teresa B. Wilson
ITS: City Manager

_____
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ___ day of _____, 2018 by Teresa B. Wilson, City Manager of the City of Columbia on behalf of the within-named Tenant.

_____
Witness

Sworn to before me this ___ day of _____, 2018

APPROVED AS TO FORM

_____
Notary Public for South Carolina
My Commission Expires: _____

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve "No Thru Truck" restrictions on Holly Street from Rosewood Drive to Devine Street, as requested by the Public Works Department.**

FINANCIAL IMPACT:

In response to a request from residents of Holly Street in Shandon, we have reviewed the street relative to the need for "No Thru Trucks" restrictions.

Holly Street runs in a north-south direction the length of the neighborhood from Rosewood Drive to Devine Street. The residential nature of the roadway would severely limit mobility of large vehicles. Holly Street is owned and maintained by the S.C. Department of Transportation (SCDOT).

Based on our review, it is recommended that Holly Street be posted for "No Thru Trucks" between Rosewood Drive and Devine Street. If City Council approves, please advise me, and we will proceed obtaining SCDOT approval.

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Hospitality Tax Funding Requests - Ms. Dee Dee Fanning, Grants Administrator/Community Projects Coordinator**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Management Office**

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

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Central Midlands Regional Transportation Authority.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** CMRTA_Memo_082018 (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**DEFER CONSIDERATION**

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Council Office

DATE: August 2, 2018

SUBJECT: Central Midlands Regional Transit Authority Board

Purpose: The purpose of this board is to promote transportation opportunities for all citizens within the service area which shall initially consist of Richland County and limited service into Lexington County. This shall be done by providing transportation services and encouraging the cooperation and coordination of existing transportation providers. The Authority shall utilize revenues from the Authority's transportation system, government grants, contracts for services, intergovernmental agreements, franchising contracts, and any other source, and such funds as may be appropriated by the governing bodies of the Members of the Authority, in accordance with Article IV, Section 2 of the Second Amended Agreement.

Composition: This board is composed of representatives from regional municipalities with the City appointing two (2) individuals to serve a three (3) year term.

Action: Council is asked to re-appoint members.

District Representation:
District 1 – 0
District 2 – 1
District 3 – 1
District 4 – 0
Outside City Limits – 1

There are four **(4)** applications for consideration.

Karl McCollester
2900 Oceola Street
Columbia, SC 29205
District 3

Government Consultant
Self-Employed

Cheryl Myrick
910 Aiken Street
Columbia, SC 29201
District 1

Retired

Stacey McPhail
5402 Magnolia Park Circle
Columbia, SC 29206
Outside City Limits

Ronald Anderson
2907 Wheat Street
Columbia, SC 29205
District 3

System Director
Palmetto Health

VP Administration
Colliers International

City of Columbia Appointees	DATE APPOINTED	TERM STARTS	TERM ENDS
Derrick Huggins	11/01/2011	11/01/2011	11/01/2014
202 Cypress Ridge Circle	10/20/2015	11/01/2015	11/30/2016
Columbia, SC 29229	12/06/2016	12/07/2016	12/01/2019
Outside City Limits			
Ronald Anderson –TERM EXPIRED	11/01/2011	11/01/2011	11/01/2014
2907 Wheat St.	10/20/2015	11/01/2015	11/01/2017
Columbia, SC 29205			
District 3			
	02/16/2016	02/16/2016	11/30/2018
Carolyn Gleaton			
1909 St. Louis Avenue			
Columbia, SC 29204			
District 2			

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Management Office**

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

SUBJECT: **Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** CHA_Memo_072018b (PDF)

HISTORY:

07/17/18	**Columbia City Council**	**DEFERRED**
08/14/18	**Columbia City Council**	**DEFER CONSIDERATION**

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 21, 2018

SUBJECT: Columbia Housing Authority

Purpose: Responsible for the oversight of the Housing Authority and its Executive Director.

Composition: This commission is composed of seven (7) members one of which must be served by the Authority. Appointees serve a five (5) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint/appoint two individuals to the Columbia Housing Authority Board.

District Representation:

District 1 – 1
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are seven **(7)** applications for consideration.

District 1 – 0
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 1

APPLICANT

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

Dr. Ceeon Smith
15 North Lake Point Drive
Columbia, SC 29229
Outside City Limits

Chief of Staff
Benedict College

Alexzena Furgess
1905 McAlister Street
Columbia, SC 29204
District 2

Retired
Eligible for Re-Appointment

Kathleen Abraham
114 W Killian Station Court
Columbia, SC 29229
Outside City Limits

Comm. Dev. Relationship Manager
Woodforest National Bank

Bessie Watson
85 Easy Street
Columbia, SC 29205
District 3

Auditor/Investigator
SC Office of the Inspector General

John T. Metts
4658 Pamlico Circle
Columbia, SC 29206
Outside City Limits

Brokerage Associate
Newmark Wilson Kibler

Angela Watts
2501 Read Street, Apt. 11
Columbia, SC 29204
District 2

Paralegal
AgFirst Farm Credit Bank

CURRENT MEMBERS

	APPOINTED	STARTS	ENDS
Alexzena Furgess-Re-Appoint 1905 McAlister Street Columbia, SC 29204 **District 2** Retired	04/10/2012 * appointed to serve a 1-year term 03/05/2013	04/10/2012 05/01/2013	04/30/2013 04/30/2018

	APPOINTED	STARTS	ENDS
Bobby Gist 2526 Sheryl Lane Columbia, SC 29204 **District 2** University of South Carolina	04/10/2012*appointed for a 2-year term 11/18/2014	01/06/1994 04/21/1995 06/14/2006 06/14/2011 6/14/2014	04/10/1995 04/10/2006 06/14/2011 06/14/2014 06/14/2019
Bessie Watson- Expired 85 Easy Street Columbia, SC 29205 **District 2**	 12/04/2012	11/01/2007 11/1/2012	11/01/2012 11/30/2017
Selena Pickens 2074 Watermark Place Columbia, SC 29210 **District 2** BB&T	04/18/2012 09/05/2017	04/01/2012 09/06/2017	04/30/2017 09/06/2022
Ernest W. Cromartie III 1413 Confederate Avenue Columbia, SC 29201 **District 1** Attorney Ernest W. Cromartie III Law Office	04/19/2016	05/01/2016	05/01/2021
Jennifer Wile Rubin 2936 Wheat Street Columbia, SC 29205 **District 3** Rogers Townsend & Thomas, PC	04/10/2012* appointed to serve a 3-year term	04/10/2012 05/01/2015	04/30/2015 04/30/2020
George Green 501 Rosewood Hill Dr. Columbia, SC 29205 **District 3** **CHA Representative**	03/01/2011 04/19/2016	03/01/2011 03/01/2016	03/01/2016 03/01/2021

We Are Columbia

MEETING DATE: **September 4, 2018**

DEPARTMENT: **City Management Office**

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

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Transportation Penny Advisory Committee.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** TPAC Memo 082018 (PDF)

HISTORY:

08/14/18	**Columbia City Council**	**DEFER CONSIDERATION**

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: August 2, 2018

SUBJECT: Transportation Penny Advisory Committee

Purpose: This committee will review, comment on, and provide recommendations on the Transportation Penny to Richland County Council. The goal is to have representation from all 3 transportation modes (Transit, Bicycle / Pedestrian / Greenways, Roadway)

Composition: This committee has three (3) appointees who serve a five (5) year term with one (1) re-appointment.

Action: Council is asked to appoint one (1) individual to TPAC.

- Current District Representation is:
  District 1 – 0
  District 2 – 0
  District 3 – 0
  District 4 – 3
  Not in City Limits – 0

Applicants

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

David Alderman
2431 Sulton Street
Columbia, SC 29201
District 1

Banker
Capital Bank

Robert Harte
418 Laurel Hill Lane
Columbia, SC 29201
District 1

Attorney
Richardson Plowden & Robinson, P.A.

John Christian Andoh
2527 Marling Drive
Columbia, SC 29204
District 3

Executive Director/CEO
Central Midland Regional Transit Authority

William Prince
144 Peach Grove Circle
Elgin, SC 29045
District 4

Self-Employed

CURRENT MEMBERS	APPOINTED	STARTS	ENDS
H. Lee Mashburn 1514 Wyndham Road Columbia, SC 29205 **District 4** President Mashburn Construction 1820 Sumter Street Columbia, SC 29201 (803) 400-1000	07/18/2017	07/19/2017	08/01/2022
Phillip Simoneaux II 1320 Whittaker Drive Columbia, SC 29206 **District 4** CPA Williamson & Associates, Inc. 500 Taylor Street, Ste. 402 Columbia, SC 29201	04/19/2016	05/01/2016	02/01/2021
Virginia Sanders -VACANT 7049 Glengarry Drive Columbia, SC 29209 **District 4** Retired	01/08/2013	02/05/2013	02/01/2018