



We Are Columbia

The Columbia City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, October 18, 2016 at City Hall, Council Chambers, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The full agenda packet can be viewed online at www.columbiasc.net/city-council/agendas.

The Honorable Mayor Stephen K. Benjamin ▪ The Honorable Sam Davis, District I
The Honorable Tameika Isaac Devine, At-Large ▪ The Honorable Moe Baddourah, District III
The Honorable Howard Duvall, Jr., At-Large ▪ The Honorable Edward McDowell, Jr., District II

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

PRESENTATIONS

1. Fire Prevention Week 2016 Proclamation - Mr. Aubrey Jenkins, Columbia Fire Chief
2. Columbia Empowerment Zone's Excellence in Economic Development Award - Judge Mildred Weathers McDuffie, Chair of the Columbia Empowerment Zone Board, Ms. Felicia Maloney, Executive Director of the Columbia Empowerment Zone, Inc. and Mr. Azad Khan, CEZ, Inc. Board Member and Chairperson of the VABIP
3. Presentation of the City of Columbia, Mississippi Key to the City of Columbia, South Carolina - Ms. Catherine Fleming Bruce, Principal of TNOVSA, LLC
4. Fast Forward Update - Ms. Dee Albritton, Executive Director of Fast Forward

CITY COUNCIL DISCUSSION

5. Animal Shelter Update – Ms. Marli C. Drum, Animal Services Superintendent

EXECUTIVE SESSION

6. The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim

Glassmeyer v. City of Columbia



We Are Columbia

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

Chaplain Michael Baker, Columbia Police Department

Chaplain Michael Baker, Columbia Police Department

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. January 19, 2016 Work Session Minutes
8. September 6, 2016 Work Session and Council Meeting Minutes

CONSIDERATION OF BIDS & AGREEMENTS

9. Council is asked to approve a Fiscal Year 2016/2017 Contract Renewal for Professional Services for improvement and operational services within the Downtown Business Improvement District and marketing, advertising, and cleanliness and safety services ("Yellow Shirt" Program), as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00.

Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is \$70,000.00.

10. Council is asked to approve the Purchase of Neptune Meters, Parts, Registers, and Accessories, as requested by the Water Distribution Division. Award to HD Supply, as a Sole Source in the amount of \$74,596.20. This vendor is located in Columbia, SC.

Funding Source: Utilities Water Dist & Maint - Meters, Parts, And Supplies, 5516203-625600. The original budgeted amount is \$74,596.20.

11. Council is asked to approve an Agreement for Voice and Data Cabling Services, as requested by the Information Technology Department. Award to MD Technologies, LLC, a certified Local Business Enterprise in the amount of \$75,000.00. This firm is located in Columbia, SC.



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Funding Source: Telecomm Central Store- Wiring Charges, 6208962-632120. The original budgeted amount is \$75,000.00.

12. Council is asked to approve Contract Amendment #3 to Water and Sewer Rate Study Update Agreement, as requested by the Utilities and Engineering Department. Award to Black & Veatch Corporation in the amount of \$161,300.00. This firm is located in Kansas City, MO

Funding Source: 5511706-WM4358-638305 (\$53,000); 5511706-SS7349-638305 (\$53,000) and 5511706-SD8442-638305 (\$55,300). This is a Clean Water 2020 Program Project. The original contract amount was \$199,158.00 and the revised contract amount is \$495,475.00.

13. Council is asked to approve Project SD387001; Stormwater Manufactured Treatment Device Installation Services for Gills Creek Sites I & III, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management, Inc. in an amount not to exceed \$166,700.00. This firm is located in Greenville, SC.

Funding Source: Stormwater Improvement Capital Project Control/ Capital Project Cost- EPA Mandated Environmental Gills Creek Project, 5549999/658650-SD387001. The original budgeted amount is \$500,000.00.

14. Council is asked to approve Contract Amendment #5 for Project SS685401; An Agreement for Modeling and Evaluating the Sanitary Sewer Piping and Pump Station System, as requested by the Utilities and Engineering Department. Award to Hazen & Sawyer in the amount of \$412,200.00. This firm is located in Columbia, SC.

Funding Source: Capital Outlay Budget, 5529999-SS685401-658650. This is a Clean Water 2020 Program Project and a Mentor Protege Program Project. Palmetto Consulting Engineering Group, Inc., a Woman Owned Business Enterprise of Chapin, SC is the Protege. The original contract amount is \$1,761,508.00 and the revised contract amount is \$2,649,452.00.

15. Council is asked to ratify an Emergency Procurement Contract to replace a Sanitary Force Main at Three Rivers Pump Station, as requested by the Utilities and Engineering Department. Award to M.B. Kahn Construction Company, Inc. in the amount of \$284,725.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects and Capital Project Costs/ 6" Force Main at Gracern Road 5529999 - 658650-SS740101. The original budgeted amount is \$284,725.00.

16. Council is asked to ratify an Emergency Procurement Contract for Stream Restoration and Debris Removal Services, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management, Inc., a Small Woman Owned Business Enterprise in the amount of \$429,875.00. This firm is located in Marietta, GA.

Funding Source: USDA Grants Control- Professional Services, 2569999-636600- 9907000016. The original budgeted amount is \$1,255,253.00.



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17. Council is asked to approve an Agreement for Annual Repair Materials, as requested by the Water Distribution Division. Award to the lowest responsible bidders of each lot in the amount of \$708,315.04.

Funding Source: Utilities; Water Distribution & Maintenance – Pipe, Fittings, Hydrants, Etc., 5516203–625700. The original budgeted amount is \$708,315.04.

Lowest Responsible Vendors:

*\$125,556.19 awarded to Ferguson Waters of Elgin, SC for lots 3,7,8,16,20 & 21
\$117,507.08 awarded to Forline, Inc of Columbia, SC for lots 1,9,10,13,14,18,19 & 22
\$381,275.45 awarded to Hayes Pipe Supply, Inc. of Columbia, SC for lots 2,12,15 & 17
\$22,289.84 awarded to HD Supply Waterworks of West Columbia, SC for lots 5 & 6
\$9,218.70 awarded to TEC Utilities Supply, Inc. of Greenville, SC for lots 4 & 11*

18. Council is asked to approve the Purchase of Annual Vehicle Replacement for Fiscal Year 2016/2017. Award to the lowest bidder of each department in the total amount of \$1,988,224.13.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$8,000,000.00. This purchase will replace vehicles that are due for replacement as per the City's Fleet Management Procedures based on age, high mileage or high maintenance. The total purchase amount is \$1,988,224.13.

19. Council is asked to approve Project SS7279; Smith Branch II Sewer Rehabilitation Services, as requested by the Utilities and Engineering Department. Award to Layne Inliner, LLC in an amount not to exceed \$3,062,562.00. This firm is located in Tucker, GA.

Funding Source: Sewer Improvement Fund, 5529999-658650-SS727901. This is a Clean Water 2020 Program Project and a Mentor Protege Program Project. North American Pipeline Management, a Small Women Owned Business Enterprise of Columbia, SC is the Protege. The original budgeted amount is \$3,127,825.00.

Sub-consulting services will be at \$1,469,443.00 (52%) of the total contract value.

*\$113,250.00 (4%) - BLD of Kenner, LA will provide lateral lining services.
\$399,693.00 (14%) - DUN-RIGHT Services, Inc. of Florence, SC will provide manhole rehabilitation services.
\$956,500.00 (34%) - NAPM of Columbia, SC will provide dig work, pipe bursting services.*

ORDINANCES - SECOND READING

Building Codes in Effect for South Carolina and Columbia



We Are Columbia

20. Ordinance No.: 2016-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions
21. Ordinance No.: 2016-069 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; Conflicting provision
22. Ordinance No.: 2016-070 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions
23. Ordinance No.: 2016-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions
24. Ordinance No.: 2016-072 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions
25. Ordinance No.: 2016-073 - Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions
26. Ordinance No.: 2016-074 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Code, Division 8, Sec. 5-171, Adoption; conflicting provisions
27. Ordinance No.: 2016-075 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions
28. Ordinance No.: 2016-076 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption
29. Ordinance No.: 2016-085 - Annexing 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area), Richland County TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31 and 25815-01-29



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30. Ordinance No.: 2016-086 - Annexing 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle, Richland County TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11 and 25815-01-05
31. Ordinance No.: 2016-087 - Annexing N/S Deerpark Drive, N/S Island View Circle, and Jacobs Mill Pond Road, Richland County TMS #28912-02-01, 28912-03-01 and 28900-01-16
32. Ordinance No.: 2016-088 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)
33. Ordinance No.: 2016-089 - Authorizing the City Manager to execute a Eighth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02
34. Ordinance No.: 2016-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-43 Parking prohibited during certain hours in designated places; Sec. 12-45 Stopping, Standing or parking in loading zone; Sec. 12-9 Parking for certain purposes prohibited; Sec. 12-51 Use of loading zones; Sec. 12-52 Certain parked vehicles declared nuisance; Division 2 Parking Meter Zones, Sec. 12-72 Location and operation of meters; Sec. 12-73 Marking of spaces; vehicles to be parked within markings; Sec. 12-74 Parking position; Sec. 12-75 Deposit of coin; Sec. 12-76 Overtime parking; Sec. 12-77 Depositing slugs; Sec. 12-78 Defacing or injuring meters; Sec. 12-80 Disposition of revenue; and Sec. 12-81 Exemptions
35. Ordinance No.: 2016-091 - Amend Ordinance 2015-092 to Extend the Temporary Waiver of Permit Fees for Flood Damaged Property through January 31, 2017

COMPREHENSIVE PLAN AMENDMENT PUBLIC HEARING - FIRST READING

36. 1104 Deerpark Drive, TMS# 28900-01-41

Ordinance No.: 2016-079 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1104 Deerpark Drive, Richland County TMS # 28900-01-41; annexed by Ordinance No.: 2016-04 7 enacted July 19, 2016

Council District: 4



We Are Columbia

Proposal: Request to amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to include the above property and confirm interim land use classification of Urban Edge Residential Large Lot (UER-2) The property was annexed on July 19, 2016.

Applicant: Prime Development LLC, 1712 Woodcreek Farms Road, Elgin, SC 29045

Staff Recommendation: Approval

PC Recommendation: 06/06/2016; Approval (7-0)

37. The Village, Phase 1A, 9 & 13 S. Olmsted Lane, TMS# 28902-14-01 and 28902-14-02

Ordinance No.: 2016-078 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 9 South Olmsted Lane, Richland County TMS # 28902-14-02; and 13 South Olmsted Lane, Richland County TMS # 28902-14-01 annexed by Ordinance No.: 2016-045 enacted July 19, 2016

Council District: 4

Proposal: Request to amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to include the above property and confirm interim land use classification of Urban Edge Residential Small Lot (UER-1). The property was annexed on July 19, 2016

Applicant: D.R. Horton, INC.

Staff Recommendation: Approval

PC Recommendation: 04/04/2016; Approval (7-0)

38. 4202-06 N. Main Street, 4201-05 Horry Street, 1206-10 Kinderway Avenue, TMS #09215-14-01

Ordinance No.: 2016-080 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 4202 North Main Street, 4204 North Main Street, 4206 North Main Street; 4201 Harry Street, 4205 Harry Street, 1206 Kinderway Avenue, and 1210 Kinderway Avenue, Richland County TMS #09215-74-01

City Council District: 1

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification from UCMR-1 to SD-5.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 07/11/2016; Approval (7-0)

MAP AMENDMENT - SECOND READING

39. 1104 Deerpark Drive, TMS# 28900-01-41



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City Council District:4

Proposal: Request to establish City of Columbia zoning of Planned Unit Development-Residential District, and -Flood Protective Area where applicable (PUD-R, -FP) on the property. The property was annexed on July 19, 2016

Applicant: Prime Development LLC

Staff Recommendation: Approval

PC Recommendation: 06/06/2016; Approval (7-0)

40. The Village, Phase 1A, 9 & 13 S. Olmsted Lane, TMS# 28902-14-01 and 28902-14-02

City Council District:4

Proposal: Request to establish City of Columbia zoning of Planned Unit Development-Residential District (PUD-R) on the property. The property was annexed on July 19, 2016.

Applicant: D.R. Horton, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/04/2016; Approval (7-0)

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT & ZONING MAP AMENDMENT - SECOND READING

41. 523 Winmet Drive, TMS #11702-02-12 and N/S Amberley Road, TMS #11702-02-21

Ordinance No.: 2016-082 - Annexing and Incorporating 523 Winmet Drive and N/5 Amberley Road, Richland County TMS #11702-02-12 and 11702-02-21 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 for 523 Winmet Drive: Request to annex, assign Urban Core Community Activity Center (UCAC-2) Land Use Classification and RG-1 Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as RM-MD by Richland County. Proposal for N/S Amberley Road: Request to annex, assign Urban Edge Residential - Small Lot (UER-1) Land Use Classification and RS-1 Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as RM-MD by Richland County.

Applicant: Minhaj-Ul-Quran USA (MQ-USA)

Staff Recommendation: Approval

PC Recommendation: 08/01/16; Approval (6-0)



We Are Columbia

CONSIDERATION OF BIDS & AGREEMENTS

42. Council is asked to approve a Project for Asphalt Paving Repairs at Wildewood Downs Circle and Wildewood Point, as requested by the Utilities and Engineering Department. Award to Carolina Tap and Bore, Inc., a certified Local Business Enterprise in an amount not to exceed \$217,360.00. This firm is located in West Columbia, SC.

Engineering-Paving & Asphalt Supplies, 5511706-623500- \$136,000.00 and Unforeseen Projects, 5529999-658650-WM432302. The original budgeted amount is \$217,360.00.

Sub-consulting services will be \$85,000.00 (39.1%) of the total contract value.

\$45,000.00 - InLine Paving Industries, LLC of Lexington, SC will provide asphalt paving services.

\$40,000.00 - North East BackFlow of Lugoff, SC will provide sub grade work & hauling services.

PRESENTATIONS

43. Business Spotlight Honoree Recognition and Proclamation (Spotted Salamander Café and Catering) - Mr. Angelo McBride, Administrator of Office of Business Opportunities
44. National Pregnancy and Infant Loss Remembrance Day Proclamation - The Honorable Tameika Isaac Devine
45. End Child Hunger Week Proclamation - The Honorable Tameika Isaac Devine
46. Domestic Violence Awareness Month - The Honorable Tameika Isaac Devine
47. Introduction of the City's Grand Marshal for the Mayor's Walk Against Domestic Violence - The Honorable Tameika Isaac Devine

MAP AMENDMENT - FIRST READING

48. 1012 Woodrow Street, TMS#11413-05-20

Council District: 3

Proposal: Rezone the parcel from C-1 to C-2

Applicant: Sharon D. Kerr

Staff Recommendation: Denial

PC Recommendation: 07/11/2016; Denial (6-0)

ORDINANCES - FIRST READING



We Are Columbia

49. Ordinance No.: 2016-067 - Amending Ordinance No.: 2016-029 Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05 changing the Grantee's name to 1623 Marion St., Inc.
50. Ordinance No.: 2016-094 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Jarvais Javon Jackson for the property known as 5301 Holmes Avenue, Richland County TMS #11705-12-18

RESOLUTIONS

51. Resolution No.: R-2016-039 Authorizing the City Manager to execute a Sub-Lease Agreement between the City of Columbia and The Boys & Girls Club of the Midlands, Inc. for The Norman Arnold Center at 1100 South Holly Street
52. Resolution No.: R-2016-050 - A Resolution Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements
53. Resolution No.: R-2016-071 - Authorizing Acceptance and Dedication of Streets known as Eastfair Drive (Portion), Routhland Court and Vendue Court in Eastfair, Phase 2A to the City of Columbia; Richland County TMS# 19104-15-02 (Portion); CF #297-11
54. Resolution No.: R-2016-072 - Release and Abandonment of the City's existing 25' Utility Easement Along a portion of Richland County TMS# 14600-03-64 near the Killian Road Tank Site; CIP Project #WM4113; CF#220-313
55. Resolution No.: R-2016-074 - Adopting Amendment to City of Columbia Response to Resistance Policy
56. Resolution No.: R-2016-075 - Authorizing the City Manager to execute a Lease Agreement and Operation and Maintenance Agreement between the City of Columbia and South Carolina Electric and Gas Company (SCE&G) for the Saluda River Walk - Three Rivers Greenway Project

OTHER MATTERS

57. Storm Water Bond and Priority Projects Final Recommendations - Ms. Melissa Gentry, Assistant City Manager of Operations

APPOINTMENTS



We Are Columbia

- 58. Council is asked to approve the re-appointment of two (2) individuals and the appointment of five (5) individuals to the Bicycle and Pedestrian Advisory Committee.
- 59. Council is asked to approve the re-appointment of one (1) individual to the Columbia Museum of Art Commission.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Fire Prevention Week 2016 Proclamation - Mr. Aubrey Jenkins, Columbia Fire Chief

FINANCIAL IMPACT:

ATTACHMENTS:

- Fire Prevention Week 2016 correct (PDF)



A Proclamation

WHEREAS, the city of Columbia, S.C. is committed to ensuring the safety and security of all those living in and visiting Columbia; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm;

WHEREAS, the City of Columbia first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the City of Columbia residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 9-15, 2016

Fire Prevention Week 2016

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Columbia Empowerment Zone

FROM: *Felicia Maloney, Executive Director*

SUBJECT: Columbia Empowerment Zone's Excellence in Economic Development Award - Judge Mildred Weathers McDuffie, Chair of the Columbia Empowerment Zone Board, Ms. Felicia Maloney, Executive Director of the Columbia Empowerment Zone, Inc. and Mr. Azad Khan, CEZ, Inc. Board Member and Chairperson of the VABIP

PRESENTER: Judge Mildred Weathers McDuffie and Felicia Maloney

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Business Growth & Investment

The Columbia Empowerment Zone, Inc. (CEZ, Inc.) is requesting to make a presentation and recognition before City Council to announce that the CEZ, Inc. in partnership with the City of Columbia received a Bronze Excellence in Economic Development Award for its 2016 project in the category of Economic Development Week from the International Economic Development Council (IEDC).

The honor was presented at an awards ceremony on Tuesday, Sept. 27, during the IEDC Annual Conference, which was held Sept. 25-28, in Cleveland, OH.

The Columbia Empowerment Zone, Inc. partnered with the City of Columbia to celebrate Economic Development Week. The City of Columbia Public Relations heavily promoted the week and activities via print media, e-mail, website, social media and City TV. Public Relations created a buzz about economic development by using Tumblr, Facebook, YouTube, press releases and Pinterest. There was local media coverage via, TV, newspaper and magazine articles.

Mayor Benjamin and State Senator John Scott read proclamations recognizing, May 8-14, 2016 as "Economic Development Week", and 2016 as "The Year of the Economic Developer" and honoring the 90th anniversary of IEDC. In conjunction with the week of

celebration, CEZ, Inc. launched the Vacant/Abandoned Building Incentive Program (VABIP) to encourage building reuse, promote revitalization and economic development. The VABIP was used as a tool to help create and retain jobs in the City and improve the appearance.

IEDC's Excellence in Economic Development Awards recognizes the world's best economic development programs and partnerships, marketing materials, and the year's most influential leaders. These awards honor organizations and individuals for their efforts in creating positive change in urban, suburban, and rural communities.

The 5 minute presentation and recognition will be conducted by Judge Mildred Weathers McDuffie, Board Chairwoman and Felicia Maloney, Executive Director for CEZ, Inc.

If there are any questions regarding this request please give myself or Verdine Gleaton a call at (803) 255-8129.

Thank you,

Felicia Maloney

ATTACHMENTS:

- 2016 Awards Press Release - Bronze (PDF)



FOR IMMEDIATE RELEASE:
September 27, 2016

CONTACT: Columbia EZ, Inc. (803) 255-8912

**Columbia Empowerment Zone, Inc. Receives Excellence in Economic Development Award
from the International Economic Development Council**

WASHINGTON, DC (Sept. 27, 2016) – The Columbia Empowerment Zone Inc. of Columbia, SC, received a Bronze Excellence in Economic Development Award for its 2016 project in the category of Economic Development Week from the International Economic Development Council (IEDC).

The honor was presented at an awards ceremony on Tuesday, Sept. 27, during the IEDC Annual Conference, which was held Sept. 25-28, in Cleveland, OH.

“On behalf of the IEDC board of directors and Excellence in Economic Development Awards Advisory Committee, congratulations to Columbia Empowerment Zone. Not only did they work to provide a necessary service to their community; but also, their participation in the awards program sheds light on their stellar projects which other communities can now use as a benchmark.” - Barry Matherly, CEcD, FM, IEDC 2016 Board Chair, President & CEO of the Greater Richmond Partnership.

The Columbia Empowerment Zone, Inc. partnered with the City of Columbia to celebrate Economic Development Week. The City of Columbia Public Relations heavily promoted the week and activities via print media, e-mail, website, social media and City TV. Public Relations created a buzz about economic development by using Tumblr, Facebook, YouTube, press releases and Pinterest. There was local media coverage via, TV, newspaper and magazine articles.

Mayor Benjamin and State Senator Scott read proclamations recognizing, May 8-14, 2016 as “Economic Development Week”, and 2016 as “The Year of the Economic Developer” and honoring the 90th anniversary of IEDC. In conjunction with the week of celebration, CEZ, Inc. launched the Vacant/Abandoned Building Incentive Program (VABIP) to encourage building reuse, promote revitalization and economic development. The VABIP was used as a tool to help create and retain jobs in the City and improve the appearance.

IEDC's Excellence in Economic Development Awards recognize the world's best economic development programs and partnerships, marketing materials, and the year's most influential leaders. These awards honor organizations and individuals for their efforts in creating positive change in urban, suburban, and rural communities.

“The awards process is a thorough, non-biased and multi-layered process. These are extraordinary accomplishments for all winners, and an overall great effort by all participants. We look forward to next year's awards competition,” Matherly said.

About the International Economic Development Council

The International Economic Development Council (IEDC) is a non-profit membership organization serving economic developers. With more than 4,700 members, IEDC is the largest organization of its kind. Economic developers promote economic well-being and quality of life for their communities, by creating, retaining and expanding jobs that facilitate growth, enhance wealth and provide a stable tax base. From public to private, rural to urban, and local to international, IEDC's members are engaged in the full range of economic development experience. Given the breadth of economic development work, our members are employed in a wide variety of settings including local, state, provincial and federal governments, public-private partnerships, chambers of commerce, universities and a variety of other institutions. IEDC's members create high-quality jobs, develop vibrant communities and improve the quality of life in their regions. www.iedcONLINE.org.

About Columbia Empowerment Zone Inc.

CEZ, Inc. is a nonprofit economic development corporation whose mission is to efficiently, effectively and enthusiastically create and support economic development opportunities in the City of Columbia. They achieve this mission by ensuring activities create, retain and reinvest wealth in our community. The guiding principles and values are: accountability, integrity, inclusion, outcomes and stewardship.

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We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Presentation of the City of Columbia, Mississippi Key to the City of Columbia, South Carolina - Ms. Catherine Fleming Bruce, Principal of TNOVSA, LLC

PRESENTER: Catherine Fleming Bruce

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Fast Forward Update - Ms. Dee Albritton, Executive Director of Fast Forward

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Assistant City Manager for Operations

FROM: *Missy Gentry, Assistant City Manager*

SUBJECT: **Animal Shelter Update – Ms. Marli C. Drum, Animal Services Superintendent**

PRESENTER: **Marli C. Drum, Superintendent, Animal Services**

FINANCIAL IMPACT:

Animal Services continues to make positive gains in its effort to help our community become a “No-Kill Community”. In August of 2015, the Blue Ribbon Committee was formed and began a community effort to discuss ways we could all contribute to save more lives and prevent adoptable, healthy animals from being euthanized each year in our shelter. Many positive ideas and programs were discussed and some are already being implemented.

To further those efforts and to get an even broader perspective on our needs, we contacted Target Zero, a national nonprofit organization that specializes in helping communities reach their goals in life saving efforts, to do a full shelter assessment. We were encouraged by their findings because we learned we were already taking the right steps to achieve our goals. We were delighted to be invited to sign on with Target Zero for a three year fellowship to continue receiving their guidance to reach our goal of becoming a “No-Kill Community”.

Target Zero is completely funded by a foundation and their services to us are free. Their team consists of individuals from the animal care and control field (one being a veterinarian) who have faced the same challenges we do first hand. They were instrumental in building lifesaving programs in their own communities. Their goal now is to help communities nationwide build similar programs. After a three day assessment, Target Zero provided us with a comprehensive report and we feel their recommendations will assist us in achieving our goals.

We look forward to presenting some of these recommendations to the work session on October 18, 2016.



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: The receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim

FINANCIAL IMPACT: Glassmeyer v. City of Columbia



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Chaplain Michael Baker, Columbia Police Department

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 18, 2016
DEPARTMENT: City Clerk
FROM: *Erika Moore, City Clerk*
SUBJECT: January 19, 2016 Work Session Minutes
FINANCIAL IMPACT:

ATTACHMENTS:

- WSM_01_19_2016_Draft (PDF)



CITY OF COLUMBIA
WORK SESSION MINUTES
TUESDAY, JANUARY 19, 2016
CITY HALL – 1737 MAIN STREET
2nd FLOOR CONFERENCE ROOM

The Columbia City Council conducted a Work Session on Tuesday, January 19, 2016 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Howard E. Duvall and The Honorable Edward McDowell, Jr. The Honorable Moe Baddourah arrived at 2:15 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. *This meeting was advertised in accordance with the Freedom of Information Act.*

FINANCIAL REPORT

1. [September 2015 Financial Report](#) – Ms. Jan Alonso, Finance Director

Ms. Teresa Wilson, City Manager addressed the timeliness of the City's financial reporting, noting that a lot has gone on since October. She applauded staff for their efforts to keep up. She stated that the reporting is more extensive and manual.

Ms. Jan Alonso, Finance Director reminded Council that business license revenue doesn't come in until April and the property taxes don't come in until January; these sources will have negative balances until then and there is no need to be concerned. She sought Council's input on the September 2015 Financial Report along with the Capital Improvement Program.

Ms. Teresa Wilson, City Manager recommended that Council use money from the Council Contingency Fund to establish expenses accounts for Councilman Duvall and Councilman McDowell at \$8,000 apiece. She asked Missy Caughman to provide an accounting of the expense accounts for the prior councilpersons along with the Council travel/communications account.

Ms. Melisa Caughman, Budget and Program Management Director presented the fiscal year 2015/2016 Columbia City Council budget. She reported that \$40,000 was shifted within the budget and an additional \$5,215 came from prior year City Council carry forward. She said Council needed to determine how much to allocate to each line item. She noted that \$1,876 was transferred in for the Domestic Violence Prevention Walk from another department. The reflected total is \$47,091; the expenses and transfers out total \$9,070, leaving an available balance of \$38,021 for special projects. She said there are pending entries that need to be posted. She continued to report that \$70,000 is in the City Council Contingency Fund and that funding is not designated. She reiterated the recommendation to allocate \$16,000 from the City Council Contingency Fund for Mr. Duvall's and Mr. McDowell's expense accounts.

Councilor Plough asked to receive this report as information and to add the matter to the next meeting agenda for a budget transfer.

Ms. Teresa Wilson, City Manager asked that Council vote to accept her recommendation, but a budget amendment is not needed.

Upon a motion made by Ms. Plough and seconded by Mayor Benjamin, Council voted unanimously to accept the City Manager's recommendation to allocate \$8,000 each from the City Council Contingency Fund for the establishment of expense accounts for Councilman Duvall and Councilman McDowell.

CITY COUNCIL DISCUSSION/ACTION

2. **Sanitary Sewer Overview: Pre and Post Flood Conditions and Impacts to Crane Creek** – Mr. Joey Jaco, Director of the Utilities and Engineering Department

Mr. Joey Jaco, Director of the Utilities and Engineering Department reported that our Consent Decree requires us to have a Capacity Assurance Program to ensure that there is sufficient capacity in the wastewater system. He noted that if there are repeated overflows downstream of the development, we can't add additional flow until we address the overflows and provide the additional capacity. He said the Crane Creek Project has been affected by the flood. He presented a map of areas with current major capacity limitations. He noted that the area sold to Ni-America is also affected by the Crane Creek limitations. He noted that prior to the Consent Decree, we had to turn developers away in the Burnside area, but the project has been completed and we are now able to add development. There are limitations in the Lake Katherine area, but there isn't a lot of development. He reported that project design is 90% complete and staff wants to add this to next year's CIP as a \$12 million project. He said the area was hard hit and it would be nice to begin the construction project while other work is taking place. He said that 46 easements are needed before construction begins.

Councilor Devine asked if the resources are in place to obtain the easements quickly. She inquired about the design costs for this project. She asked if the cost for a consultant to obtain easements is included in the CIP.

Mr. Joey Jaco, Director of the Utilities and Engineering Department said we will use City staff and we are considering using consultants to help obtain those easements. He said the design cost was covered in the previous CIP at \$1.2 million. He stated that the cost for a consultant to obtain easements was not included in the CIP, but the cost can be absorbed.

Councilor Plough asked what year the project was budgeted in.

Mr. Joey Jaco, Director of the Utilities and Engineering Department said 2017/2018; we are bringing it up one year.

Councilor Duvall asked if the area around Lake Katherine had been sold to another company.

Mr. Joey Jaco, Director of the Utilities and Engineering Department said the area is capacity limited and it is a portion of the East Richland Public Service District that flows into our system. He noted that a majority of that area is built out.

Mayor Benjamin said the City stepped up on the Lake Katherine dredging issue several years ago and we are waiting on our partners to also step up to cover that delta. He asked if there is a possibility of rolling the dredging project into this project.

Mr. Joey Jaco, Director of the Utilities and Engineering Department said we will need to lower the lake in order to complete the wastewater project and that will be the optimal time to complete the dredging.

Mayor Benjamin suggested that we renew the request to our partners. He asked staff to look at how we can achieve that with or without our partners. He also asked to look at opportunities to install common conduit in this project area and others as needed and as practical.

Mr. Joey Jaco, Director of the Utilities and Engineering Department outlined the details of the Lake Katherine Capacity Enhancement Project. He described it as a highly visible project. He recalled that the Crane Creek Capacity Enhancement Project consists of two phases and phase two between Monticello Road and Brickyard Road was completed in a previous CIP. Construction began phase one last year and the bypass was in place and operational by September 2015. He reported that the bypass allowed us to continue development, but it was completely flooded as a result of the storm. He noted that we experienced significant rainfall in September and the bypass kept up with the flow.

Ms. Teresa Wilson, City Manager said we met developer's timelines for the issuance of taps, but then the flood came. We are well aware of what this means for developers and staff has been meeting with the developers.

Mr. Joey Jaco, Director of the Utilities and Engineering Department presented photographs of the project site. He stated that the bypass pump has to be in place in order for us to continue the project. He noted that the river was in significant flood stage for a long time and since October we flooded at the Metro Wastewater Treatment Plant several times. He continued to report that our neighboring plants have flooded as well. He said we've shown that we can operate in these conditions. He said there are \$10 million in damages and we continue to access the system. He noted that the 2013 design standards require us to have all mechanical and electrical equipment above the base flood elevation.

Mr. John Riggs, Assistant Wastewater Engineer for the Utilities and Engineering Department

Mr. Brian Culley, Program Manager & Client Services Leader for CDM Smith

3. Hospitality Tax Fund

- [Overview of Fiscal Year 2015/2016 Hospitality Tax Budget](#)
- [Hospitality Tax Study](#) – *Dr. David A. Cárdenas, Assistant Professor and Research Associate for the University of South Carolina School of Hotel, Restaurant & Tourism Management*
- [Proposed Hospitality Tax Bond Structure](#)
- [Yellow Shirts Program](#)
- Columbia Classical Ballet
- [Devine Street Merchants Association](#)
- [Columbia Open Studios 2016](#)
- [North Columbia Business Association](#)
- [Columbia Museum of Art](#)

4. City Council Chambers

5. Tour of Impacted Flood Areas

EXECUTIVE SESSION

Upon a motion made by and seconded by Council voted unanimously to enter into Executive Session at for the discussion of **Items 6** and **7** as outlined.

- . Discussion of employment of an employee
 - *Legal Department*
- . Receipt of legal advice on matters covered by attorney-client privilege
 - *Taboo*
 - *SS7231-12 Sanitary Sewer Easement Mechanical Clearing Project*



We Are Columbia

MEETING DATE: October 18, 2016
DEPARTMENT: City Clerk
FROM: *Erika Moore, City Clerk*
SUBJECT: September 6, 2016 Work Session and Council Meeting Minutes
FINANCIAL IMPACT:

ATTACHMENTS:

- MN_09_06_2016_D1 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 6, 2016 ▪ 3:48 P.M.
CITY HALL ▪ 1737 MAIN STREET ▪ COUNCIL CHAMBERS ▪ 3RD FLOOR

Present:

The Honorable Mayor Stephen K. Benjamin ▪ The Honorable Sam Davis, District I ▪
 The Honorable Tameika Isaac Devine, At-Large ▪ The Honorable Howard Duvall, Jr., At-Large
 ▪ The Honorable Edward McDowell, Jr., District II ▪ The Honorable Moe Baddourah,
 District III arrived at 4:29 p.m. ▪ Ms. Teresa Wilson, City Manager ▪ Ms. Erika D.
 Moore, City Clerk

Absent:

The Honorable Leona K. Plaugh, District IV

*This meeting was advertised in accordance with the South Carolina Freedom of Information Act.
 The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

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

CITY COUNCIL DISCUSSION

1. City Council October 2016 Meeting Schedule - Ms. Teresa Wilson, City Manager

There was a consensus of Council to cancel the October 4, 2016 meetings and to meet on October 18, 2016 at 2:00 p.m. and 6:00 p.m.; schedule the Council Retreat on October 26-28, 2016; and to schedule all future work sessions at 2:00 p.m.

2. Greenview Reunion Funding Request - The Honorable Mayor Stephen K. Benjamin

Councilor Davis requested funding in the amount of \$10,000 from the Hospitality Tax Fund. This matter was voted on during the council meeting. - *Please refer to Item 35.*



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3. Economic Development Partners - Mr. Ryan Coleman, Economic Development Director

Ms. Tammy Mainwaring, Chief Operations Officer of IT-ology reported that IT-ology held an IT Trends Conference on Cyber Security, which was attended by 285 information technology professionals; the Course Power Program through IT-ology has helped colleges increase their enrollment in IT related course by 30%; and Cyber Saturdays, in school and afterschool IT enrichment programs and summer cyber camps are offered for K-12 students. She presented *Be a Part of Information Technology* a major research report that was produced by IT-ology in partnership with the Midlands Education and Business Association (MEBA). In closing, she reviewed the upcoming programs and activities for IT-ology.

Mr. Bill Kirkland, Executive Director of the USC Office of Economic Engagement reported that there are forty-eight companies in the USC/Columbia Technology Incubator. Those companies are generating over \$35 million in revenue. There are 223 people in the building every day and 69% of them live in Richland County. The Office of Economic Engagement provides these companies with mentoring, seminars, coaching and other resources. He reported that Global Entrepreneurial Week begins on November 11, 2016 and it will be led by the Incubator. In closing, he presented photos of the proposed facility along Catawba Street.

4. Geographic Information System and Public Facing Web Applications - Mr. Sung Jun Kim, GIS Administrator

Mr. Sung-Jun Kim, GISP, GIS Administrator presented an update on the City's Geographic Information System. He explained that GIS consists of software, hardware, data, professionals and methodology. He reported that the City launched its public facing GIS web application in April 2016 and it can be used to verify if property is located within the city limits, council districts, trash pickup days and other information. The application contains a city information viewer, properties with code violations, landmarks and a city parks finder. He provided a demonstration of the site at gis.columbiasc.gov.

5. Parking System Discussion and Upcoming Recommendations - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations

Ms. Melissa Gentry, P.E., Assistant City Manager for Operations said the recommended changes to the parking code include changing many violations from criminal to civil; creating an appeal process for civil infractions; updating the current payment methods, loading zone times and parking meter zones. There is a big push in some hospitality areas to extend parking enforcement hours. This will generate the turnover that businesses need. We are also looking at using contract labor to manage that enforcement. We are also revisiting suggestions to change parking rates by



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increasing the hourly parking rate, using a dynamic pricing model and changing rates in parking garages to generate turnover.

Ms. Teresa Wilson, City Manager said we want to make sure the consensus of Council is to bring back all of these changes. She said the hours of enforcement and how we enforce is of concern to a lot of the hospitality districts. She asked if we should move forward with all hospitality districts.

Mayor Benjamin said this is important to Five Points and we are big enough to police them differently.

Ms. Melissa Gentry, P.E., Assistant City Manager for Operations said staff would prefer an ordinance that covers all districts. She noted that Main Street is the most resistant to this.

Councilor Baddourah said we need to be cautious in how we move forward with extending enforcement and increasing parking rates. He asked if an impact study had been conducted.

Councilor McDowell inquired about additional handicap parking spaces. He asked if the City can offer 30-45 minutes of free parking for citizens to pay their taxes at 2020 Hampton Street.

An ordinance extending the enforcement hours in Five Points will be scheduled for first reading consideration on September 20, 2016. The remaining changes will be presented at a later date.

6. Storm Water Utility / Bonding Discussion and Project - Ms. Melissa Gentry, P.E., Assistant City Manager of Operations

Ms. Melissa Gentry, P.E., Assistant City Manager for Operations recalled that staff was asked to consider the possibility of issuing a storm water bond to advance projects that are scheduled further out in the CIP. She recalled that the suggestion was to increase the storm water fee by \$2.00 per equivalent residential unit resulting in an additional \$2 million per year. She recommended that we hire a rate consultant to analyze the existing storm water utility fund to determine our current bonding capacity. We are also looking at past Capital Improvement Plans to determine which projects should be brought forward. She reiterated the recommendation to hire a rate consultant in the next budget cycle.

Councilor Davis asked if a consultant is needed given what we know about pending projects. He asked if projects will be prioritized.

Councilor Baddourah said a consultant isn't needed. He suggested that staff is capable of identifying the projects.



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Ms. Melissa Gentry, P.E., Assistant City Manager for Operations said the projects will be prioritized and a bond would allow us to pull projects forward. She agreed that staff is capable of doing an analysis, but would prefer having a consultant help determine the level of increase that is needed to fund the projects.

Councilor Baddourah said we can't wait another budget year.

Ms. Teresa Wilson, City Manager asked if Council wanted to move forward with an internal discussion without a rate discussion.

Mayor Benjamin reiterated Mr. Baddourah's concern with timing. He suggested that we work on parallel tracks to move quicker on completing projects.

Ms. Teresa Wilson, City Manager said our due diligence doesn't always get the best results. She said we can make a fair determination of what we can get done in a timely manner across the City and if Council feels comfortable with us making determinations on a bond with the help of our Chief Financial Officer.

Councilor Baddourah asked for an estimated amount needed to provide relief at the immediate intersections.

Ms. Melissa Gentry, P.E., Assistant City Manager for Operations said it is important to look at a large section of pipes. She reported that a low estimate for Shandon is \$20 million, but we have \$60 million in projects. She said we can make Five Points better and we are looking at storage in strategic places.

Councilor Duvall said we would be well served if we had an outside expert to look at what can be done with available funding versus adding \$2 to the storm water fee.

Councilor Davis said staff can discern the priority projects and the projected costs then we can have a discussion on how to handle it. He said there are projects that should have been completed a long time ago.

Mayor Benjamin acknowledged Council's consensus to move forward on concurrent tracks. He asked that someone look at other funding sources that may be available.



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EXECUTIVE SESSION

Upon a motion by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:15 p.m. for the discussion of **Items 7** through **9**. No other action was taken.

7. Discussion of negotiations incident to proposed contractual arrangements - S.C. Code §30-4-70(a)(2) - *Renovation of 1800 Main Street*
8. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a) - *George S. Glassmeyer v. City of Columbia* and *Bolin v. City of Columbia*
9. Discussion of employment of an employee – S.C. Code §30-4-70(a)(2)

COUNCIL MEETING

The Honorable Mayor Stephen K. Benjamin called the Council Meeting to order at 6:20 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall and The Honorable Edward H. McDowell, Jr. The Honorable Leona K. Plaugh was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

Mr. S. Allison Baker, Senior Assistant City Manager offered the Invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.



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APPROVAL OF THE MINUTES

10. August 2, 2016 Council Meeting Minutes

Upon a motion Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the August 2, 2016 Council Meeting Minutes, subject to amending **Item 25** to include a four-year term for the Municipal Court Judges that were appointed.

CONSENT AGENDA

Upon a motion by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 11 through 28**.

11. Council is asked to approve the Purchase of Twenty-five (25) Acuity Lights and Poles, as requested by the Traffic Engineering Division. Award to Mayer Electric Supply, the lowest and responsive bidder in the amount of \$55,350.00. This vendor is located in West Columbia, SC. - *Approved*
Funding Source: Public Works: Traffic Street-Lighting/Electrical and Lighting Supply, 1013205-623600. Additional funding will come from operating funds.
12. Council is asked to approve a Purchase Invoice for Fiscal Year 2016/2017 Annual Drinking Water Fee, as requested by the Utilities and Engineering Department. Award to South Carolina Department of Health and Environmental Control in the amount of \$57,811.00. This vendor is located in Columbia, SC. - *Approved*
Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 63990 (LMWTP) budgets - The original budgeted amount is \$60,000.
13. Council is asked to approve a Project for Sewer Replacement at Roosevelt Street, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management in an amount not to exceed \$139,067.50, which includes contractors bid amount of \$126,425 and owner's contingency amount of \$12,642.50. This firm is located in Greenville, SC. - *Approved*
Funding Source: Capital Improvement Fund, 5529999-658650/SS739801-658650 - The original budgeted amount is \$146,250. This is a Clean Water 2020 Program Project.
14. Council is asked to approve the Purchase of a Screw Conveyor System, as requested by the Wastewater Treatment Plant. Award to Jim Myers & Sons in the amount of \$146,631.60. This firm is located in Charlotte, NC. - *Approved*
Funding Source: Water & Sewer Capital Projects/Capital Projects Costs/Thickening & Dewatering Improvement 5529999-658650-SS728501



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15. Council is asked to approve a Fiscal Year 2016/2017 Contract Renewal for IFAS and Banner Software Update License and Support, as requested by the Information Technology Department. Award to Mythics Inc. in the amount of \$160,134.37. This vendor is located in Virginia Beach, VA. - *Approved*
Funding Source: Information Technology Department – Maintenance & Service Contract, 1011120 – 638200 - Note: This item was approved by the Chief Information Officer.
16. Council is asked to approve Project WM4348; Agreement for Engineering Services for a pressure reducing valve at Pineview Road and the CSX Main Railroad Line and approximately 6,400 linear feet of 16” water main improvements along Longwood Road between Shop Road Extension and Bluff Road. Award to Alliance Consulting Engineers in the amount of \$183,000.00. This firm is located in Columbia, SC. - *Approved*
Funding Source: Capital Outlay Projects Budget, 5529999-WM4348-658650. The original budgeted amount is \$183,000. This is a Mentor Protégé Program Project. Atlantic South Consulting is the Protégé and will receive \$36,000 (20%) of the contract value for surveying, development of construction plans water main design and project scheduling services.
17. Council is asked to approve the Purchase of Radios and Accessories, as requested by the Fire Department. Award to Motorola C&E in the amount of \$250,442.39. This vendor is located in Blythewood, SC. - *Approved*
Funding Source: Fire Administration/Radio Equipment (1012301-627800; \$79,377.84); Fire Prevention/ Radio Equipment (1012302-627800; \$71,749.48); Fire Suppression/ Radio Equipment (1012303-627800; \$99,315.07) - The original budgeted amount is \$257,000.
18. Council is asked to ratify an Emergency Flood Contract to repair flood damage to the sanitary sewer manholes in the Crane Creek Sewer Basin, as requested by the Utilities and Engineering Department. Award to McClam & Associates in the amount of \$333,472.44. This firm is located in Little Mountain, SC. - *Approved*
Funding Source: FEMA Grants Control/FEMA Emergency Operations/Crane Creek Const/Inspection Service, 2539999- 638400/ SS695403-638400
19. Council is asked to approve a Contract for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance for Fiscal Year 2016/2017, as requested by the Metro Wastewater Treatment Plant. Award to CITI, LLC in the amount of \$421,200.00. This firm is located in Charlotte, NC. - *Approved*
Funding Source: Utilities & Engineering: Utilities Metro WWTP/Maintenance & Service Contract, 5516208-638200 - The original budgeted amount is \$421,200.



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20. Council is asked to approved Project WM4348; An Agreement for the Columbia Canal Head Gates Design Repair for Phase I and Phase II Services, as requested by the Utilities and Engineering Department. Award to Kleinschmidt Associates in an amount not to exceed \$957,112.00. This firm is located in Lexington, SC. - *Approved*
Funding Source: Flood Recovery Project DR4241 Columbia Canal Head Gates Design Repair Services, 2532201-WM4348-638400. The following sub-consulting services will be \$209,130.59 (50.1%) of the contract value:

\$109,842.59 (26.3% of the total contract value for Phase 1 and 2) awarded to Chao and Associates, an MBE firm located in Columbia, SC will provide Structural Evaluation and Field Structure As-built services;

\$37,800.00 (9.1% of the total contract value for Phase 1 and 2) awarded to F&ME, located in Columbia, SC will provide Subsurface Investigation services;

\$42,288.00 (10.1% of the total contract value for Phase 1 and 2) awarded to D&J Machinery & Rigging, LLC, located in Lexington, SC will provide Head Gate Clean Out and Inspection services;

\$19,200.00 (4.6% of the total contract value for Phase 1 and 2) awarded to Standard Diving & Marine Contracting, LLC, located in Mt. Pleasant, SC, will provide underwater condition assessment services.
21. Ordinance No.: 2016-046 - An Eleventh Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$281,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; adopting continuing disclosure procedures; and other matters relating thereto – *Approved on second reading.*
22. Ordinance No.: 2016-077 - Authorizing the City of Columbia, South Carolina to execute and deliver an equipment lease purchase agreement in the amount of not exceeding \$8,100,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto – *Approved on second reading.*
23. Resolution No.: R-2016-064 - Authorizing consumption of beer and wine only at Shagging on Main on September 10, 2016 - *Approved*
24. Resolution No.: R-2016-061 - Authorizing consumption of beer and wine beverages only at Vista Bike Night Fundraiser for Camp Kemo on September 22, 2016 - *Approved*



We Are Columbia

25. Resolution No.: R-2016-062 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 20, 2016 - *Approved*
26. Resolution No.: R-2016-051 - Authorizing consumption of beer and wine only at the ArtLinc Sidewalk Art Festival in the Lincoln Street Tunnel and 1300 block of Lincoln Street on Saturday, November 12, 2016 - *Approved*
27. Resolution No.: R-2016-067 Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 10, 2016 - *Approved*
28. *Zoning Map Amendment* - 1211 Greenlawn Drive, TMS # 16414-01-05; request to rezone the parcel from RS-1 (Single Family Residential District) to UTD (Urban Transitional District). – Consideration of this item was deferred on July 19, 2016. First reading approval was given on August 16, 2016. – *Approved on second reading*

PRESENTATIONS

29. Special Olympics South Carolina Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed September 2016 as Special Olympics South Carolina Month in the City of Columbia.

Mr. Barry Coats, CEO/President of the Special Olympics South Carolina appeared before Council along with many supporters on behalf of the 24,848 athletes they serve to thanked City of Columbia for their support over the years.

30. Historic Columbia Foundation - Mr. John Dozier, President of the Board

Mr. John Dozier, First Vice President for the Historic Columbia Foundation Board of Trustees invited the members of Council to attend the 38th Annual Jubilee: Festival of Black History and Culture on Saturday, September 17, 2016 from 11:00 a.m. until 6:00 p.m. He also announced the reopening of the Mann-Simons Cottage on Saturday, September 17, 2016. He explained that the rehabilitated house and its new exhibits tell a rich story of multiple generations of the African-American family that lived, worked and prospered at the corner of Marion and Richland Streets for 130 years.



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PUBLIC HEARING

31. Community Development Block Grant Disaster Relief (CDBG-DR) Action Plan - Ms. Gloria Saeed, Interim Director of Community Development and Mr. Fred Tombar, Senior Vice President for Government Services for the Plexos Group

Ms. Gloria Saeed, Interim Director of Community Development said the City received CDBG-DR funding as a result of the October 2015 flood. She reported that outreach forums have been held in the community to assess the unmet needs of those impacted by the flood. She said there isn't enough money, but we've done what we can to design programs to assist as many people as possible. She noted that the public comment period ends tomorrow and the action plan will be submitted to HUD on September 20, 2016.

Mr. Fred Tombar, Senior Vice President for Government Services for the Plexos Group presented the City's Community Development Block Grant-Disaster Recovery Action Plan. He recalled that Federal Notice PL 114-113 was effective on June 22, 2016. He announced that a total of \$299 million was awarded to South Carolina and Texas; an additional \$1 million was awarded for HUD Technical Assistance and Planning; and the City of Columbia will receive \$19.98 million in CDBG-DR funds. He reviewed the notice requirements and the requirements for each activity. He reported that the City of Columbia has \$47.9 million in unmet housing needs and \$1,797,413 in economic development unmet needs for a total of \$49,697,413. He reviewed the types of disaster recovery programs, the allocation for each program, how applicants are prioritized and how the funds can be used.

Council opened the Public Hearing at 7:20 p.m.

No one appeared in support of or in opposition to the Action Plan.

Council closed the Public Hearing at 7:20 p.m.

Upon a motion by Edward H. McDowell and seconded by Moe Baddourah, Council voted unanimously to approve the Community Development Block Grant Disaster Relief Action Plan.



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ORDINANCES - FIRST READING

32. Ordinance No.: 2016-083 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of 4011 Beltline Boulevard, Richland County TMS#11610-05-26 for utilities to serve the City's new Water and Wastewater Office Facility; CF# 250-412 – *Approved on first reading.*

Upon a motion by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2016-083 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of 4011 Beltline Boulevard, Richland County TMS#11610-05-26 for utilities to serve the City's new Water and Wastewater Office Facility; CF# 250-412.

33. Ordinance No.: 2016-084 - Authorizing the conveyance of approximately 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22 to Richland County for Intersection Improvements at North Springs Road (S40-1834) and Risdon Way (S40-2271); CF# 250-398 – *Approved on first reading.*

Upon a motion by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2016-084 - Authorizing the conveyance of approximately 0.010 acre (428 square feet) portion of Richland County TMS #22906-04-22 to Richland County for Intersection Improvements at North Springs Road (S40-1834) and Risdon Way (S40-2271); CF#250-398.

APPOINTMENTS

34. Council is asked to approve the re-appointment of one (1) individual to the Riverbanks Parks Commission.

There was a consensus of Council to advertise one vacancy for the Riverbanks Parks Commission.

Ms. Teresa Wilson, City Manager announced that Ms. Connie Bailey, Ombudsperson for the City of Columbia is relocating to Washington, DC to work with the State Department. She recognized Connie for 11-years of dedicated service to the City of Columbia.

Ms. Connie Bailey, Ombudsperson

Councilor McDowell announced the Annual House of Prayer Convocation during September 11-18, 2016.



We Are Columbia

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

35. Greenview Reunion Funding Request - The Honorable Mayor Stephen K. Benjamin

Upon a motion by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to allocate \$10,000 from the Hospitality Tax Fund to the Greenview Reunion. Mr. Baddourah was not present for the vote

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Dr. Germon Miller, RICH Program Director thanked the City for their support of the RICH Program for another year.

Ms. Glenda Robinson said the RICH Program is allowing young adults to collaborate, find success and to make a difference. She announced that her boyfriend was given the opportunity to travel to Germany for basketball try-outs. She announced that he was immediately given an offer to stay and play.

ADJOURNMENT

Upon a motion by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 7:36 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Economic Development

FROM: *Ryan Coleman,*

SUBJECT: Council is asked to approve a Fiscal Year 2016/2017 Contract Renewal for Professional Services for improvement and operational services within the Downtown Business Improvement District and marketing, advertising, and cleanliness and safety services ("Yellow Shirt" Program), as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00.

FINANCIAL IMPACT: Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is \$70,000.00.

ATTACHMENTS:

- ccp_agreement (PDF)

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

THIS CONTRACT is entered into this _____ day of _____, 2016, between the City of Columbia (hereinafter called the "City") and City Center Partnership, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide services to the City as specified in Exhibit A for fiscal year (FY) 2016-2017;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services and provide the deliverables hereafter set forth in Exhibit A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2017, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make a one (1) time payment of Seventy Thousand and No/100 Dollars (\$70,000.00) to Consultant.

5. 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 the 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.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

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

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, Scope of Services, Appendix B, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written Amendment signed by both parties.

11. ASSIGNABILITY/SUB-CONSULTING

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

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants,

agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion,

ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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 the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the 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.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may

amend the Agreement.

24. GOVERNING LAW

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

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date first above written.

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: _____

EXHIBIT A

2016 ISSUES TO ADDRESS - NEXT 12 MONTHS - TOP FIVE		
PRIORITY	ISSUE	PROGRESS
1	Connectivity to Assembly Street, Bull Street and USC. Come up with more executable ideas possibly using artist installations.	
2	Streetscaping	
3	Parking, signage, focus on entry points	
4	Safety crossing streets, education for drivers and bicyclists.	
5	Refresh lights in trees, uplighting, etc.	



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Neptune Meters, Parts, Registers, and Accessories, as requested by the Water Distribution Division. Award to HD Supply, as a Sole Source in the amount of \$74,596.20. This vendor is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Utilities Water Dist & Maint - Meters, Parts, And Supplies, 5516203-625600. The original budgeted amount is \$74,596.20.

ORIGINAL BUDGET: \$74,596.20

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

I respectfully request Council's approval for this Sole Source purchase, not to exceed the following amount plus sales tax.

Neptune Meters, Parts, Registers, and Accessories	\$69,070.56
Sales Tax	\$ 5,525.64
Total	\$74,596.20

ATTACHMENTS:

- SOLE SOURCE-NEPTUNE PARTS (PDF)
- HD SUPPLY SOLE SOURCE LETTER (PDF)
- HD SUPPLY QUOTE 145434 (PDF)

Requisition # R177517JUSTIFICATION 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 WATER Division,
(1)
NEPTUNE METER PARTS
(2)

as a sole source procurement from HD SUPPLY
(3)

based upon the following justifications: NEPTUNE PARTS ARE NEEDED TO REPAIR NEPTUNE REGISTERS AND THE COST OF RETROFITTING WOULD NOT BE COST EFFECTIVE

This sole source is valid through June 30, 2017

Amount \$ 74596.20

WATER
Department

James Ples
Signature of Department Head

08/18/16
Date

Danish D. Williams
Signature of Purchasing Agent

8.22.16
Date

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

James Ples
Signature of Finance Director

8/31/16
Date

Mike Gentry
Signature of Asst. City Manager

9/3/16
Date

Ceresa Wilson
Signature of City Manager

9-4-16
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 by 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 counterpart exchanged in this manner shall be considered originals.

BY: CJO

08-23-2016 P

Packet Pg. 50

August 4, 2016

Terry Fiedor
City of Columbia Water Division
1136 Washington Street
Columbia, SC 29201

HD Supply is the sole authorized distributor in the State of South Carolina for Neptune RF meter reading equipment and software, Neptune water meters and Neptune parts.

HD Supply is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local HD Supply representative at 803-309-4622, your local Neptune representative Dallas Cone, at 334-415-0329, or Neptune's bid department at 334-283-6555.

Sincerely,



Lawrence M. Russo
VP, Finance

LMR/jsk



Bid Proposal for Meter's

CITY OF COLUMBIA SC
 Bid Date: 08/12/2016 04:00 p.m.
 HD Supply Bid #: 145434

HD Supply Waterworks
 914 Chris Dr
 West Columbia, SC 29169
 Phone: 803-794-0907
 Fax: 803-796-4610

Seq#	Qty	Description	Units	Price	Ext Price
10	60	#R75F12G55 REGISTERS 1 1/2 HP	EA	131.32	7,879.20
20	40	#R75F12G55	EA	131.32	5,252.80
30	12	.9098-600SG55 M. CDR 1-1/2 T10	EA	115.55	1,386.60
40	12	.9097-000SG55 C. BLK F/1-1/2	EA	9.29	111.48
50	12	.9098-610SG55 M. CHMB 2 T10	EA	148.62	1,783.44
60	12	.9097-010SG55 C. BLK F/2" T10	EA	9.91	118.92
70	4	.9596-119SG55 3" UMF	EA	923.81	3,695.24
80	3	.9596-218SG55 4" UME	EA	1,200.48	3,601.44
90	3	.9596-328SG55 6" UME	EA	1,760.48	5,281.44
100	6	ET4CR7F7SG55 4" HP TURBINE /PR	EA	1,166.67	7,000.02
110	6	ET4BR7F7SG55 3" HP TURB. W/PR	EA	1,093.33	6,559.98
120	6	EC3BR7F7SG55 3" TRU FLOW W/PR	EA	1,966.67	11,800.02
130	6	EC3CR7F7SG55 4" TRU FLO W/PR	EA	2,433.33	14,599.98
				Sub Total	69,070.56
				Tax	0.00
				Total	69,070.56



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Voice and Data Cabling Services, as requested by the Information Technology Department. Award to MD Technologies, LLC, a certified Local Business Enterprise in the amount of \$75,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Telecomm Central Store- Wiring Charges, 6208962-632120. The original budgeted amount is \$75,000.00.

ORIGINAL BUDGET: \$75,000.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Improve Communication

Four (4) proposals were received in response to the solicitation released for Voice and Data Cabling Services (RFP003-16-17) as requested by the Information Technology Department.

This contractor will provide data services for an initial term of three (3) years ending June 30, 2019. There is an option to extend for an additional two (2) period. These services shall not exceed beyond June 30, 2021. I respectfully request City Council's approval for these services to be awarded to MD Technologies LLC., a certified LBE, DVBE, at the cost listed below. The budgeted amount for this service is \$75,000.00. Thank you for your consideration and approval of this request.

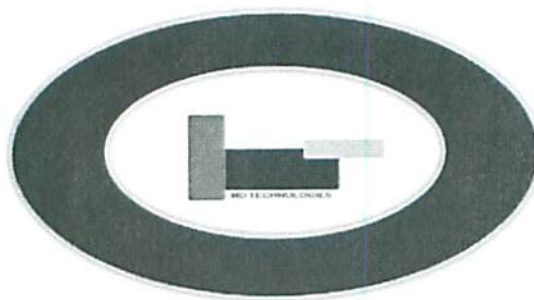
Description	Cost/Per Hour
-------------	---------------

Hourly Rate	\$40.00
Overtime Rate	\$60.00
Hourly Rate for Holiday	\$80.00

MD Technologies, LLC. is located in Columbia, SC

ATTACHMENTS:

- MD Technology LLC (PDF)



Telecommunications Services

Dear Sir/Ma'am:

Allow me to introduce M/D Technologies, LLC so that you can consider using our services for your present and future needs and projects.

M/D Technologies LLC is a telecommunications cabling services company that provides installation, design, workmanship, & management of voice, data, fiber optic communications networks, & security system implementation. We are a veteran owned business based in Columbia, SC and serve the southeastern region of the country. We are a member of BICSI (Building Industry Consulting Service International) and a certified South Carolina Small Minority Business, which means that you can get tax breaks by using our services. We are also a Federal 8(a) Program company, a certified Service Disabled Veteran Owned Business, and a Department of Transportation DBE/SMBE Program company. We follow all industry guidelines and have an RCDD, Registered Communications Distribution Designer on staff. We are always ready to survey, design, and implement your telecommunications network with your present and future needs in mind.

We will demonstrate a broad range of knowledge in the design of new systems and or integration of a design into an existing network.

We would appreciate an opportunity to talk more with you about our past performance, references, and ways that we can help with your business needs.

Respectfully,

A handwritten signature in dark ink, appearing to read "Rodgers J. McFadden".

Rodgers J. McFadden
President

RFP003-16-17-LRL Voice and Data Cabling Services

APPENDIX I- COST SHEET

Cost will be evaluated on the per hour rate for the technician

Pricing & Services Sheet

Hourly rate for technicians	\$ 40.00 per hour
Hourly rate for meetings, planning, discussion of work orders, etc.	\$ 00.00
Daily rate for technicians (8 hour day)	\$ 40.00 per hour
Overtime hourly rate for technicians	\$ 60.00 per hour
Cost of testing per cable	\$ 00.00
Specify times when overtime is charged to include hours and days of week: Monday thru Friday after 5:00pm Saturday & Sunday all hours	
Hourly rate for holidays	\$ 80.00 per hour
Percentage markup on equipment & supplies	0.00 %
Per mile charge for response to a site	\$ 00.00
Comments:	

RFP003-16-17-LRL Voice and Data Cabling Services
Cost Calculation

	A3 Communications	MD Technologies	Network Controls	Southeast Communications
Cost	\$45.00	\$40.00	\$45.00	\$75.00
Cost Points	26.667	30.000	26.667	16.000
LBE Points	5	5		
Total Points	31.667	35.000	26.667	16.000

Cost Points	30
Lowest Fee	\$40.00
LBE Points	5



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Council is asked to approve Contract Amendment #3 to Water and Sewer Rate Study Update Agreement, as requested by the Utilities and Engineering Department. Award to Black & Veatch Corporation in the amount of \$161,300.00. This firm is located in Kansas City, MO

PRESENTER: Joey D. Jaco, PE, Director of Utilities and Engineering

FINANCIAL IMPACT: Funding Source: 5511706-WM4358-638305 (\$53,000); 5511706-SS7349-638305 (\$53,000) and 5511706-SD8442-638305 (\$55,300). This is a Clean Water 2020 Program Project. The original contract amount was \$199,158.00 and the revised contract amount is \$495,475.00.

ORIGINAL BUDGET: 150,000

CLEAN WATER 2020?: Yes

FEMA DR-SC4241?: No

STRATEGIC GOALS: Invest in Infrastructure

The referenced Contract Amendment is to provide a Stormwater Rate Study as well as update the City's existing Water and Sewer Rate Study. The Scope of Services is more fully described in the attached package.

Black & Veatch Corporation was selected from the Water and Sewer Rate Study RFP (ENGRFP0004-14-15).

Black & Veatch Corporation is headquartered in Kansas City, MO, however, services are being provided out of Orlando, FL. This project does not lend itself to the Mentor Protégé Program.

Staff has negotiated a fixed fee amount totaling One Hundred Sixty-One Thousand, Three Hundred Dollars and No/100 (\$161,300.00) for the specified needs with Black & Veatch Corporation.

There are no sub-consultants for this Amendment.

Original Agreement Amount: \$199,158.00
Contract Amendment #1 added \$20,017.00
Contract Amendment #2 added \$115,000.00
Contract Amendment #3 will add \$161,300.00
New Agreement Total: \$495,475.00

This project impacts all City Council Districts. The Legal Department has reviewed and approved the Amendment language and the Procurement & Contracts Director, Utilities & Engineering Director and ACM for Operations recommend its approval.

ATTACHMENTS:

- FY 2018 Columbia SC Letter Proposal (PDF)
- BlackandVeatch.2016.WaterandSewerRateStudy.CA3. (PDF)

**PRACTICAL SOLUTIONS.
PROVEN BUSINESS EXPERIENCE.
COMMITTED PARTNERSHIP.**

FINANCIAL PLANNING SERVICES

City of Columbia, South Carolina

6 OCTOBER 2016



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BLACK & VEATCH MANAGEMENT CONSULTING, LLC
 8400 WARD PARKWAY, KANSAS CITY, MO 64114
 +1 913-458-9070 | EBERTSRT@BV.COM

Cover Letter

October 11, 2016

City of Columbia, S.C.
 Mr. Joey Jaco, Director of Utilities and Engineering
 Attn: Water and Sewer Rate Study Update
 PO Box 147
 Columbia, SC 29217

Dear Mr. Jaco,

Black & Veatch Management Consulting, LLC (Black & Veatch) is pleased to present our proposal for providing Water and Sewer Rate Study Update services for the City of Columbia, S.C. (City). Black & Veatch is uniquely qualified for this project for the following reasons:

- **Our Industry Thought Leadership:** Our professionals have served as both contributing authors and as peer reviewers for the water, sewer, and stormwater utility industry rate setting manuals and actively contribute to various industry committees.
- **Proven Project Team with direct, on-point experience with the City's issues:** We understand the industry and challenges faced by the City on a daily basis. In addition, the Black & Veatch team has served the City in successfully completing previous financial planning engagements. Our experienced team is committed to delivering a comprehensive scope of services that will help the City navigate its complex challenges and business environment with best practice solutions through their technical capabilities and direct experience with projects similar in scope.
- **Our professionals possess unique utility financial planning and rate model development capabilities:** We will provide the City with a thorough financial approach and dynamic rate models for use in future planning and rate making. Our model is comprehensive and flexible to consider unique aspects of the City's customers, systems, and processes.

This proposal is a statement of our commitment to provide the leadership, resources, and technical skill sets necessary to successfully serve the City. We look forward to discussing your needs, our qualifications, and potential long-term solutions that our company can provide. Should you have any questions about our proposal please contact Robert Chambers at (407-419-3574) or chambersr@bv.com. We look forward to serving you on this important engagement.

Very truly yours,
 BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Ralph Eberts
 Executive Vice President

Approach

The purpose of the financial planning scope of work detailed herein is to perform a general review of specific service rates provided by the City. As a part of the scope of work detailed herein, Black & Veatch will perform a Water and Sewer Rate Study Update, a Stormwater Rate Study, and a review of the City's existing Developer Participation Rate specific to the City Water and Sewer System.

Black & Veatch will conduct a detailed review of the services listed herein and provide recommendations to reflect the adequacy of rates, the cost to provide the respective services, and develop a plan to maintain the appropriate level of rates to maintain the required revenues and meet the financial planning objectives of the City.

Figure 1 below presents the general approach utilized by Black & Veatch in conducting cost of service and rate studies. For the purpose of the analysis detailed herein, the approach detailed below will be utilized to conduct the Water and Sewer Rate Study.

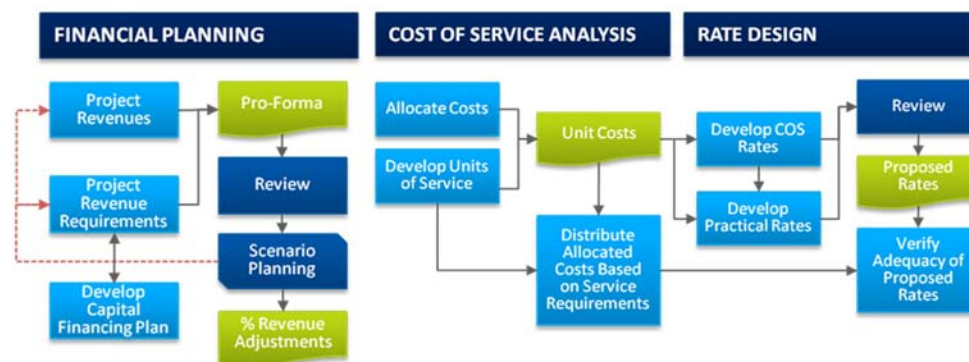


Figure 1 Cost of Service and Rate Studies General Approach

Black & Veatch proposes to update the Water and Sewer Rate Study performed for the City by Black & Veatch in 2016. This update will include a review of the prior recommendations and developing new recommendations based on the City's actual experience and any changes to objectives. For the purposes of the scope of work presented herein and the analysis to be performed, the Test Year refers to the first fiscal year (2018) of analysis for which the City is requesting these services. The assumed five-year study period as identified herein is FY 2018 through FY 2022.

In addition, the Black & Veatch team will develop a Long Term Financial Plan for the Stormwater System and complete the Developer Participation Rate based on the results of the Water and Sewer Cost of Service Analysis.

The following section provides detailed scopes of work for the Water and Sewer Rate Study, the Stormwater Rate Study, and the Developer Participation Rate Assessment.

Scope of Work

PHASE 1 WATER AND SEWER RATE STUDY

The purpose of the Water and Sewer Rate Study Update is to review and track the City's current financial performance and design a financial plan that allows the City to meet with future anticipated operating and capital requirements.

Task 1 Project Initiation

A project kick-off meeting will be held to initiate the project. The objectives of this task are to review the project objectives, procedures, and approach. Prior to the meeting, Black & Veatch will review the project scope of work and will provide data requirements and assumptions necessary to initiate and complete the Rate Study Update.

Task 2 Data Collection

Black & Veatch will forward a preliminary data request outlining the financial, operating, customer, and other pertinent data requirements necessary to complete the engagement defined herein. This request will contain similar information as requested during the rate study completed in 2016. As needed, supplemental data requests will be provided to the City as identified by the Black & Veatch project team.

Task 3 Data Review

Upon receipt of data from the previous step, Black & Veatch will perform initial reviews, with the City, regarding the existing operating and capital budgets, and any changes to the financial and strategic policies that the City implemented during the rate study completed in 2016.

Task 4 Revenue and Revenue Requirements

The primary objective of this task is to update and project revenues under existing rates and appropriately forecast the operating and capital requirements over the study period into a five-year cash flow statement. The forecast of revenue requirements establishes the cost basis to compare the adequacy of revenues from existing rates.

4.1 Customer, Usage, and Flow Projections

The Black & Veatch team will work with the City to appropriately update the recent utility customer demand requirements for specific utility services. Attention will be dedicated to understanding customer growth for the water, sewer, and recycled water system. In addition, reason associated with any recent changes in water demand and sewer flow will be reviewed and documented.

The forecast of water demand will be based on factors associated with the City's anticipated customer growth projections, historical organic customer growth,



Figure 2 Financial Planning

climatological patterns, local economic conditions, and learned customer water usage patterns. Historical number of utility accounts and usage per account will be analyzed to project future billed flow by customer class over the study period.

4.2 Revenue Projections

Black & Veatch will apply the existing water, sewer, and recycled water rates to the forecast of water, sewer, and recycled water customers and flows. Revenue determined as a result of this analysis will form the basis to assess revenues under existing rates by all customer classes and customers served by the City over the study period.

4.3 Miscellaneous Revenue Projections

The revenues to be generated from other existing sources including interest earnings, late payment charges, and other miscellaneous service charges will be projected over the study period. These revenue sources are important to determine the net level of future revenues required from user rates and charges.

4.4 Annual Revenue Requirement Projections

Black & Veatch will update the five-year forecast of annual revenue requirements for the water, sewer, and recycled water operations on a cash basis. We will examine historical financial reports, historical and budgeted operating and capital expenditures, expected operational and staffing changes, potential new facilities, and system growth, other related financial information. In addition, current market cost inflation escalators will be utilized to forecast costs over the study period. Another important piece of developing the annual revenue requirements is gathering an understanding of projected costs associated with Consent Decree mitigation or other regulatory activities that the City is undertaking which can represent significant cost burdens to the sewer utility and customers. Specific consideration will be given to identify one-time and continuing costs incurred by the City related to recent flooding events in the last quarter of 2015.

Black & Veatch will develop revenue requirements for the City's respective utility systems taking into consideration the following factors:

- Budgeted and Projected Operation and Maintenance Expenditures.
- Debt Service Payments on existing and projected bond issues and State Revolving Fund (SRF) loans.
- Cash financing of Capital Improvements Plan (CIP) from rate revenues that are not funded through debt issuance.
- Funding the Sewer Management Program.
- Transfer Payments to City General Fund.
- Contributions to specified reserve funds.

- Any other cash expenditure as appropriate.

As a part of the development of five-year revenue requirements, Black & Veatch will look in detail at the key issues and economic environment that the City has operated under over the past few years. Issues related deferred maintenance, financing of capital, renewal and rehabilitation policies, billing accuracy, recent major flooding, and 2014 Consent Decree and Corrective Action Plan will all need to be considered carefully and planned for in this Water and Sewer Rate Study Update.

4.5 Determination of the Adequacy of Revenues under Existing Rates

The objective of this task is to determine whether the City's existing rates and charges are adequate to meet the revenue requirements and achieve the financial policies established for the water, sewer, and recycled water system.

Black & Veatch will update the five-year cash flow analyses for the water and sewer funds over the study period showing a comparison of revenues under existing rates with revenue requirements. As a part of the cash flow analyses, we will determine the annual revenue increase required to adequately support utility operations.

The cash flow analyses will establish the basis to develop a sound financial plan over the study period and establish the target revenues to be utilized in performing the cost of service analysis and rate design analysis.

4.6 Capital Financing Plan

The water and sewer utility's latest Capital Improvement Program (CIP) will be reviewed to gain an understanding of any substantial changes to the projects scheduled; the timing associated with such projects, anticipated source of financing, and the anticipated timing of proposed revenue bond issues. Black & Veatch will work closely with the City management, utility staff, and third party consultants as needed to provide recommendations on the CIP. Black & Veatch will work with the City to determine the optimal ratio of cash versus debt capital financing as compared to the policy mandates established in the 2016 Rate Study.

Task 5 Cost of Service Allocations

The objective of this task is to update the allocation of the functional components of revenue requirements. The approaches to be utilized by Black & Veatch are based on the **American Water Works Association (AWWA) M1 and M5 Manuals** and the **Water Environment Federation's (WEF) Financing and Charges for Wastewater Systems Manual of Practice No. 27** principles to identify customer class costs of service requirements. The City provides service to customers both inside and outside city limits to customers that provide wholesale utility services to other neighboring utilities. As such, Black & Veatch proposes the use of the utility basis cost allocation method to complete this task. This process involves restating the operating and capital cash

requirements of the Test Year for each of the utilities in terms of operation and maintenance expenses, depreciation expense, and return on rate base.

The subtasks associated with completing the cost of service analysis are detailed in the following sections.

5.1 Functionalization and Allocation of Functional Costs to Cost Components

Black & Veatch will reevaluate appropriateness and update utility functional service parameters on which to allocate cost between retail and wholesale customers, inside-city and outside-city customers, and customers receiving distinct service from the City. This step recognizes that costs incurred by the utilities are typically caused by a service requirement of the system. These requirements vary between water and sewer utilities but generally include; annual consumption/flow, peak demands, number of customers, and other services (fire services for water utilities and extra strength treatment “TSS/BOD or COD” for sewer utilities).

Black & Veatch will update the test year cost of service allocations. The development of water functional cost allocations will recognize base or volume related costs, maximum day and hourly capacity or demand costs, fire protection costs, and customer costs. On the other hand, the sewer functional cost allocations will recognize volume, suspended solids, biochemical oxygen demand, and customers. The recycled water cost allocation will be based on the total amount of recycled water produced. Also, the allocation of revenue requirements will recognize key issues associated with providing service to wholesale, multi-family, industrial surcharge, and other special service customers.

5.2 Development of Units of Service

Black & Veatch will update our estimates of the units of service associated with each of the cost causative elements for water, sewer, and recycled water service. The units of service will be estimated based on the service characteristics that are defined for each customer class. Specific attention will be dedicated to breaking out special classes of service such as wholesale service, multi-family service and dwelling units, service provided to industrial surcharge customers, and other customers receiving special service designations.

These units of service will be updated recognizing the customer usage analysis, available data, and engineering judgment about customer class service requirements. At the completion of the unit of service analysis update, the Black & Veatch team will align the functional allocation of revenue requirements with the determined units of service.

5.3 Development of Unit Costs of Service

The units cost of service will be the result of aligning the allocation of functional cost with the estimated units of service. The calculated units cost of service establishes the basis to understand the cost based functional unit value of services provided by the City. As determined in the analysis, the unit cost of service will be utilized to determine the cost responsibility of all customers classes summarized in the units of service.

5.4 Distribution of Costs to Customer Classes

Black & Veatch will assign the total costs of service for each customer class by applying unit costs of service to each individual customer classes' units of service. The relative responsibility of each customer class will be specifically determined based on each class' or user's estimated service requirements. A direct assignment and calculation of the utility systems inside and outside the city cost differential will be developed based on the utility's current cost of capital and a reasonable rate of return from customers served by the utility.

Upon completion of this subtask, Black & Veatch will provide a summary of the costs of service by customer class in comparison to the revenue under existing rates for the Test Year to determine the degree of cost recovery and to identify possible revenue adjustments for consideration in rate design to align the customer classes with the cost burden that they place on the utilities. Based on the stated goals and objectives of the cost of service and rate design process, this comparison is important in the determination of appropriate revenue recovery and the mechanisms by which to recover these costs for each utility system.

Task 6 User Rates and Charges Analysis

The objective of this task is to recommend fair and equitable rate structure options for rate design and associated customer classifications for water and sewer service. Figure 3 highlights the process and connection between the cost of service analysis and rate design analysis in verifying the adequacy of the proposed rates. During the cash flow analyses, total system proposed revenue targets are determined and the rate design analysis verifies the ability of proposed rates to achieve these revenue targets. Black & Veatch will also provide updated recommendations on the City's current rate structure as needed.

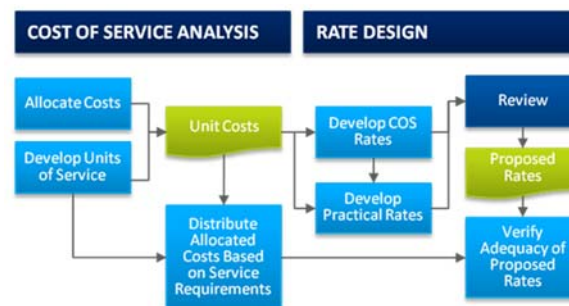


Figure 3 Cost of Service and Rate Design Analysis

Our recommended approach to the rate design process seeks to establish a reasonable nexus between costs incurred in providing service and the rates and charges that are designed to recover these costs of providing service. Black &

Veatch recognizes that there needs to be a balance between the rates as determined by the cost of service analysis and the City's goals and objectives.

Black & Veatch in conjunction with the City will consider City policies, existing tariffs, pricing and project objectives, and practical limitations as a part of the rate design analysis. Issues around customer affordability, revenue stability, and cost of service recovery by class can have conflicting impacts, but will be strongly considered and quantitatively analyzed to determine the impact on the adequacy of the proposed rates.

The understanding of existing customer classes' bill tabulation distributions will be critical to providing revenue stability and recovery to the City. For achieving revenue neutrality in rate design, it is imperative that accurate and appropriate customer billing information is provided. Working closely with the City's customer billing staff and Customer Suite billing system, Black & Veatch envisions this process as an interactive dialogue and exchange that is critical to the Study.

Black & Veatch will utilize the price elasticity findings developed in the cash flow analyses to set and test the adequacy of the proposed rates. This process will allow the City to implement sound and adequate utility service rates considering the impact of price on the quantity of utility services utilized.

Upon updating the rate design analysis, the Black & Veatch team will prepare bill impact comparisons between the existing and proposed utility rates and the utility service rates of neighboring utilities.

Task 7 Reports and Deliverables

Black & Veatch will prepare a draft report and a subsequent final project reports at the conclusion of the engagement which will highlight the work completed in the tasks above and provide recommendations for the following:

- Projected Five-Year Financial Plan and Cash Flow Statements with Proposed Revenue Increases by Utility System.
- Cost of Service Allocations for FY 2018.
- Proposed Water and Sewer Rates for the City for FY 2018.

The respective submittal will explain the study approach, findings, and recommendations. Listed below is a summary of all the reports to be agreed upon and submitted to the City:

1. Draft Rate Study Update Report
2. Completed Final Rate Study Update Report

Task 8 On-Site Meetings

Based on our experience during last year's Rate Study, Black & Veatch proposes to attend seven meetings: 1) Project Orientation, 2) Financial Plan Results, 3) City Council Preliminary Results, 4) Preliminary Rates, 5) City Council Rate Presentation (Proposed Rates), 6) 1st Reading of Proposed Rates, and 7) Final Reading of Proposed Rates. Additional in-person meetings can be held per the City's request at additional cost. Black & Veatch proposes frequent communication throughout the engagement and will set up weekly conference calls throughout the project.

PHASE 2 STORMWATER RATE STUDY

The primary purpose of this phase is to complete a stormwater financial plan and rate study (study) to develop a five-year financial plan (FY 2018 through FY 2022) and cost of service analysis in support of updating the rates to reflect the costs of stormwater services funded via City's stormwater enterprise fund.

The specific tasks and subtasks include:

Task 1 Project Kick-off

1.1 Project Initiation and Data Collection

This task will include a project kick-off meeting to provide an opportunity to review project objectives and confirm scope of work; review project schedule and major milestones; collect pertinent data for the study; detail the related policy issues pertaining to the study, and discuss any relevant study needs. Subtasks include:

- **Preliminary Data Request:** Prepare an initial request for financial and operational data and other pertinent information prior to the first meeting with City staff. Typical data which may be requested for the study includes:
 - Detailed operating and capital budgets pertaining to stormwater services along with actual expenditures for the past five-years.
 - The most recent six to ten year Capital Improvements Program (CIP), debt service schedules, and loan agreements and Bond Anticipation Notes (BAN), if any.
 - Financial audited statements for FY 2015, if available, along with itemized revenues.
 - Summary of existing stormwater customer accounts, associated Equivalent Residential Units (ERUs) and amount billed by customer class (if applicable) for the last five years.
 - Any other agreements pertaining to shared services or contract operations.
- **Supplemental Data Request:** As the study progresses after the initial data collection and review, Black & Veatch may submit requests for additional data and clarifications of initial data received.

Task 2 Stormwater Financial Planning

The objective of this task is to develop a comprehensive Stormwater Utility Financial Plan for the study period of FY 2018 through FY 2022.

This major task requires an assessment of revenues based on the existing rate structure and fee schedules; an estimation of future revenue requirements; an estimate of the City's ability to meet projected revenue requirements; and a determination of the magnitude of revenue adjustments.

Figure 4 provides a graphical illustration of the project approach for the development of the five-year financial plan.

The subtasks are as follows:

2.1 Bill Tabulation Analysis

To project stormwater service charge revenues based on the existing stormwater rate structure, a bill tabulation analysis will first be performed. This analysis provides a distribution of accounts and ERUs by "Detached single-family dwelling units" and "Other developed lands" as well as historical service charge revenues and future service charge revenues under existing rates.

2.2 Customer Accounts and ERU Projections

Black & Veatch will project stormwater accounts over the planning period. Such projections will be developed by considering a five-year historical growth trends, loss of billable units (ERUs) due to appeals and/or adjustments in the credit program, potential impacts from development, industry experience and judgment.

The five-year historical review of accounts and ERUs by customer class is subject to data availability from the billing system.

The ERU projections will be based on the projected number of stormwater utility accounts and an ERU per account analysis to reflect the effects of increased or decreased billing units by stormwater customer class.

2.3 Stormwater Revenue Projections

On completion of tasks 2.1 and 2.2, Black & Veatch will project stormwater revenues, based on existing FY 2016 rates, for the study period.

2.4 Miscellaneous Revenue Projections

The revenues to be generated from other applicable existing sources including interest earnings, late payment penalties and other miscellaneous revenues will be projected for the planning period. These revenue sources are important for determining the net level of future revenues which need to be generated from stormwater user service charges.



Figure 4 Financial Planning Flow Chart

2.5 Capital Improvement Program and Anticipated Expenditure Requirements

The Stormwater utility's CIP for the period FY 2018 – FY 2022 will be reviewed with the City's project team. The objective of the CIP review is to gain an understanding of the types of projects scheduled; the timing associated with such projects, anticipated source of financing, and determine the appropriate capital program financing mix of bonds, low interest loans, grants and cash financing, as applicable.

2.6 Annual Revenue Requirement Projections

Black & Veatch will develop annual revenue requirements for stormwater operations of the City taking into consideration the following factors:

- Budgeted Operation and Maintenance Expenditures;
- Any other planned expenditures (one-time or reoccurring) as appropriate;
- Increases in level of service related to operation and maintenance activities, and regulatory requirements;
- Planned incentive programs;
- Debt Service on existing bond issues and State Revolving Fund (SRF) loans, if any;
- Transfers, if any, to the General Fund;
- Proposed debt service to support the projected five-year capital program of FY 2018 through FY 2022;
- Debt service coverage, operating reserve and cash financing requirements, as well as emergency fund reserves (if applicable); and
- Application of industry established escalation factors for inflation, insurance, power, etc.

2.7 Determination of the Adequacy of Revenues under Existing Rates

Black & Veatch will develop a cash flow analyses for the stormwater enterprise fund for the five-year study period showing the application of revenue under existing rate levels. On the basis of the cash flow analyses, we will estimate the revenue level adjustments needed to meet projected revenue requirements. The cash flow analysis will take into consideration annual operating reserve requirements, debt service coverage and transfers, if any to the General Fund.

The net revenue requirements for the test year FY 2018 (year for which rates need to be determined) consists of the total fiscal year estimated annual revenue requirements less the use of other miscellaneous revenues estimated for the test year. Black & Veatch will determine a status quo scenario with no revenue adjustments and the proposed level of revenues required to meet revenue requirements over the planning period.

Task 3 Stormwater Cost of Service and Rate Schedule

This task involves the determination of stormwater utility cost of service and the design of stormwater rate schedules. Key subtasks are as follows:

3.1 Cost of Service Assessment

The cost of service to be recovered from stormwater revenues is equal to operation and maintenance expenses, plus all capital related costs, less revenues from other sources. Costs of service will be apportioned among customers based on a customer's existing need for stormwater services. Currently, the City's fee methodology standardizes a customer's stormwater service requirement by determining an ERU measure, which is based on impervious area, for all customers served by the system. As a part of the scope of work defined herein, Black & Veatch will not attempt to adjust the fee methodology, but determine the unit cost to serve the total stormwater system ERUs based on the total cost to operate the stormwater system.

3.2 Design of Stormwater Service Charge Schedules

At the completion of the cost of service assessment, Black & Veatch will review the City's current stormwater rate structure to determine its effectiveness in achieving the appropriate level of stormwater system revenues. We will design a schedule of rates that recover the total revenues needed for the stormwater utility to operate in a solvent manner. In addition, revenues projected to be recovered from the proposed fees in each year of the forecast period will be compared with projected revenue requirements to evaluate the overall revenue adequacy over the forecast period. Typical bills for various customer types will be developed under the existing and proposed rates to identify the impact of the recommended fee structure on each individual customer class.

Task 4 Stormwater Rate Study Report and Presentations

Black & Veatch will assist the City in educating the City administration and the elected officials on the timing and need for potential stormwater revenue adjustments and the financial plan analysis. Specific subtasks are:

4.1 Study Draft and Final Report

Black & Veatch will prepare a letter report that will outline the study approach, provide summary findings of the financial plan for the study period, discuss the stormwater fee rate schedule, and the residential bill impact. Based on the feedback obtained on the draft report, a final letter report will be delivered.

4.2 Project Meetings

Black & Veatch team will facilitate four project meetings. Listed below are the proposed project meetings:

1. Project Kick-Off Meeting;
2. Project Milestone Meetings (Teleconference);

3. Final Results Meeting; and
4. City Council Workshop.

PHASE 3 DEVELOPER PARTICIPATION RATE ASSESSMENT

To complete objectives of the project defined herein, the Black & Veatch team will employ the following Work Plan.

TASK	TASK DESCRIPTION	BENEFITS TO THE CITY
DEVELOPER PARTICIPATION RATE ASSESSMENT		
SCOPE OF WORK BY TASK		
1	Billing Determinant Analysis	Complete a billing determinant analysis to understand the typical average water use amongst customer classes served by the City.
2	Restatement of the Financial Plan and Cost of Service Results for the Test Year 2018	Re-statement of the financial plan and cost of service results that supported the development of the City FY 2018 water and sewer rates.
3	Development of the Participation Rate in Developer-Led water and sewer projects	An update of the previously developed Participation Rate .

The scope of work outlined herein will entail coordination and support from the City staff and other related stakeholders. As a part of the scope of work presented herein, Black & Veatch will initiate and participate in an initial kick-off meeting, facilitate separate meetings related to completing the analysis required herein, and rely upon previous studies and analysis completed by the City.

The order of the presentation as detailed on the following pages parallels the sequence in which the study will be performed.

Task 1 Billing Determinant Analysis

1.1 Project Kick-off and Data Review

This task will involve a project kick-off meeting to define and align the goals and objectives of the study, agree upon the project schedule, establish the project protocol related to the lines of communication, and agree upon project deliverables and milestones.

Prior to attending the kick-off meeting, Black & Veatch will forward an initial data request to the City. The collection and review of the data request information will be discussed. The data request may include reports provided by others, historical and current planning, technical, and financial information, operating and capital budgets, and other applicable reports. All information transferred to Black & Veatch is preferred in an electronic form, where available.

1.2 Perform an Analysis of the City's existing Billing Determinant Information

Black & Veatch will conduct analysis of the City's forecast of customer billing information over the Analysis Period. The task will entail the evaluation of forecasted water usage patterns across the customer classes served by the City along with understanding the forecasted growth in customers. At the completion of this analysis, the Black & Veatch team will understand the typical average water usage and sewer flow by meter size and across the customer classes served by the City.

Task 2 Re-statement of the Financial Plan and Cost of Service Results for FY 2018

Black & Veatch will re-state the Financial Plan and Cost of Service results as determined in the recently completed Water and Sewer Rate Study: Fiscal Year 2018 to appropriately align the development of the Participation Rate with the proposed FY 2018 water and sewer rates. In addition, Black & Veatch will calculate the assignment of operating and capital based on the results of the water and wastewater cost of service results in order to develop developer participation ratios. The developer participation ratios will be applied to the typical annual water and wastewater utility bill to calculate the developer participation rate. At the completion of this phase, Black & Veatch will summarize the FY 2018 assignment of water and sewer cost by units of services which include base and peaking requirements for the water system and flow and loading requirements for the wastewater system.

Task 3 Development of the Participation Rate

Black & Veatch will utilize the results from Phase 1 and 2 respectively to calculate the Participation Rate. As a part of calculating the Participation Rate, Black & Veatch will calculate the typical average water and wastewater annual utility over the Analysis Period, apply the calculated participation ratios, and discounted the respectively annual utility bill over the 10 year Analysis Period in order to calculate the Participation Rate. As a part of developing the Participation Rate, Black & Veatch will work with the City to determine the City's existing cost of debt, the anticipated growth in customer and the changes in existing customer usage patterns over the Analysis Period, and determining the reasonableness of the calculated Participation Rate.

DELIVERABLES

Project Report

Draft Project Letter Report Preparation: A preliminary draft report will be prepared that summarizes the assumptions, findings, and considerations of the entire analysis. The report will include and outline all the assumptions utilized and relied upon, the methodology utilized to perform the analysis, and the general results. Upon completing the draft report, Black & Veatch will deliver

the report to the appropriate City representative for review. The City staff will review the Report and direct Black & Veatch, as necessary, to make edits to the Report.

Final Project Letter Report Preparation: After receiving comments and feedback from the City staff, the comments and feedback will be incorporated and the draft letter report finalized.

Project Meetings and Presentations

The following two meetings and presentations will be attended by a Black & Veatch representative during the course of the engagement detailed herein:

NO.	MEETING DESCRIPTION
1	Project Kick-Off Meeting; and
2	Project Results Meeting

Schedule

Provided below is a summary, by project, of the estimated time to complete the scope of works detailed herein. The following schedules are based on the City's issuance of a timely notice to proceed and the transfer of all requested project data. Specific on-site meeting dates are estimates only and will be mutually agreed upon. The completion and timing of delivery for the reports will also be mutually agreed upon at the outset of the projects during the Project Kick-Off Meetings.

TASK DESCRIPTION	2016			2017					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phase 1: Water and Sewer Rate Study									
Seven Project Meetings			○	○	○	○	○	○	○
Phase 2: Stormwater Rate Study									
Four Project Meetings		○	○	○	○				
Phase 3: Developer Participation Rate									
Two Project Meetings						○	○	○	
Project Reports									
Completion of Project Prosecution									

Key:

- Project Prosecution
- Meetings & Presentations
- Project Reports
- Completion of Project Prosecution

Fee

For the requested services and level of effort as understood and outlined herein, Black & Veatch proposes to perform the services for a fixed fee amount of **\$198,500** inclusive of direct expenses incurred at actual cost. Direct expenses include airfare, car rental, mileage, parking, hotels, meals, and outside reproduction costs. These direct expenses include estimated travel expenses and other per diem expenses for the scheduled meetings and presentations to be attended by Black & Veatch consultants.

Provided below is a summary of the fixed fee by project.

PHASE	PROJECT	LABOR COST	EXPENSES	TOTAL COST
1	Water and Sewer Rate Study	\$95,500	\$10,500	\$106,000
2	Stormwater Rate Study	\$50,900	\$4,400	\$55,300
3	Developer Participation Rate	\$34,100	\$3,100	\$37,200
	Total Project Cost	\$180,500	\$18,000	\$198,500

Black & Veatch proposes to submit monthly invoices to the City at the end of each month due upon receipt during the project to bill on a percent complete basis. Black & Veatch expects all payments to be due within 30 days (Net 30) upon receipt of an invoice.

Disclaimer

It is understood that, upon notification of your award of the project to Black & Veatch, both parties agree to use reasonable diligence, to negotiate a mutually acceptable definitive written contract with respect to the work described in this proposal. Based on our experience we are reasonably confident that the contract terms can be negotiated quickly and without any effect on the project schedule. However, until we receive a fully executed, mutually acceptable definitive written contract, Black & Veatch will not perform any work on behalf of the City related to the scope of work proposed herein.

Contract Amendment #3 to Water and Sewer Rate Study Agreement
 Black & Veatch Corporation
 Page 1 of 2

Agreement for Professional Services
 Water and Sewer Rate Study Update
 Project Funding: 5511706-WM4358/SS7349/SD8442-638305

Black & Veatch Corporation and City of Columbia, SC

Contract Amendment # 3

October 12, 2016

Description of Change: Request to modify the original Professional Services agreement between the City of Columbia (City) and Black & Veatch Corporation (Engineer) dated December 2, 2014 (Agreement) and subsequently amended by Contract Amendment #1 dated September 15, 2015 and Contract Amendment #2 dated January 11, 2016. This request, Contract Amendment #3, further amends the original agreement to exercise renewal options and to provide for related services as outlined below:

- 1- In accordance with the original Agreement for the Water and Sewer Rate Study, the City desires to exercise the first of two annual renewal terms for the period December 2, 2016 through December 1, 2017.
- 2- The Engineer shall update the Water and Sewer Rate Study (Phase 1) in accordance with the scope of services as defined in Exhibit A, attached hereto. The term for this work is anticipated to begin January 1, 2017.
- 3- The City desires to obtain select services as proposed by the Engineer to provide an additional Rate Study to address the City's Stormwater needs (Phase 2), except as otherwise noted in Item #4 below. The initial term for this additional work shall commence on November 1, 2016 through December 1, 2017 with an option to extend for one additional annual term, not to exceed December 1, 2018.
- 4- The City declines the services as proposed by the Engineer for Phase 3, Developer Participation Rate Services as identified in Exhibit A, attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 199,158.00
Previous Change Orders:	\$ 135,017.00
This Change (addition):	\$ 161,300.00
Revised Contract Price:	\$ 495,475.00

Contract Amendment #3 to Water and Sewer Rate Study Agreement
 Black & Veatch Corporation
 Page 2 of 2

Additional funds are to be provided in the following manner:

Funding has not been set up for this Amendment; however, it is anticipated to be funded as follows:

\$53,000.00 to come from WM4149 and transferred to 5511706-WM4358-638305

\$53,000.00 to come from SS7286 and transferred to 5511706-SS7349-638305

\$55,300.00 to come from SD8398 and transferred to 5511706-SD8442-638305

This Change is Acceptable:

By: _____ Black & Veatch Corporation
 Print Name: _____ Title: _____

Recommended for Approval: _____ Purchasing Agent

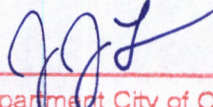
Recommended for Approval: _____ Director of Utilities and Engineering

Recommended for Approval: _____ Assistant City Manager for Operations

Approval of Change: _____ City Manager

Date of Approval: _____

APPROVED AS TO FORM


 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Project SD387001; Stormwater Manufactured Treatment Device Installation Services for Gills Creek Sites I & III, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management, Inc. in an amount not to exceed \$166,700.00. This firm is located in Greenville, SC.

FINANCIAL IMPACT: Funding Source: Stormwater Improvement Capital Project Control/ Capital Project Cost- EPA Mandated Environmental Gills Creek Project, 5549999/658650-SD387001. The original budgeted amount is \$500,000.00.

ORIGINAL BUDGET: \$500,600.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

Three (3) bids were received for the services for Gills Creek SEP Sites 1 & 3 stormwater MTD Design and Installation Services (BID018-16-17-LRL) as requested by Utilities and Engineering.

I respectfully request City Council's approval of these services from North American Pipeline Management, Inc., Small Woman Owned Business Enterprise in an amount not to exceed \$166,700.00.

North American Pipeline Management, Inc. is located in Greenville, SC 29609.

ATTACHMENTS:

- REVISED Bid Tabulation Report (PDF)

REVISED Bid Tabulation Report

BID0018-16-17-LRL Gills Creek Stormwater MTD Installation

Friday, September 9, 2016

Bidder ID	Vendor	Item	Qty	Unit Price	Total
B001990	McClam & Associates, Inc. 1642 Holy Trinity Church Rd Little Mountain, SC 29075	LOT 1- Corner of Gills Creek Parkway and Pelham Install	1	\$173,570.00	
		LOT 2- Tall Pines Circle Installation	1	\$205,920.00	\$379,490.00
B002297	North American Pipeline Management, Inc. 12 Montclair Ave. Greenville, SC 29206	LOT 1- Corner of Gills Creek Parkway and Pelham Install	1	\$87,900.00	
		LOT 2- Tall Pines Circle Installation	1	\$78,800.00	\$166,700.00
B002298	Richardson Construction Company 6806 Monticello Rd. Columbia, SC 29203	LOT 1- Corner of Gills Creek Parkway and Pelham Install	1	\$88,800.00	
		LOT 2- Tall Pines Circle Installation	1	\$91,250.00	\$180,050.00

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: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS685401; An Agreement for Modeling and Evaluating the Sanitary Sewer Piping and Pump Station System, as requested by the Utilities and Engineering Department. Award to Hazen & Sawyer in the amount of \$412,200.00. This firm is located in Columbia, SC.

PRESENTER: Josep D. Jaco, P.E., Director of Utilities & Engineering

FINANCIAL IMPACT: Funding Source: Capital Outlay Budget, 5529999-SS685401-658650. This is a Clean Water 2020 Program Project and a Mentor Protege Program Project. Palmetto Consulting Engineering Group, Inc., a Woman Owned Business Enterprise of Chapin, SC is the Protege. The original contract amount is \$1,761,508.00 and the revised contract amount is \$2,649,452.00.

ORIGINAL BUDGET: \$1,761,508.00 (this amendment \$412,200.00)

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

The Agreement is for Engineering Services between the City of Columbia and Hazen & Sawyer for Modeling and Evaluating the City's Sanitary Sewer System Piping and Pump Station to Support a Capacity Assurance Program (CAP). Hazen and Sawyer developed a calibrated hydraulic model for the City's trunk sewer system. As part of Hazen & Sawyer's deliverables, the City requested that the Capital Improvements Report be expanded to be an all-inclusive document that includes previous technical memoranda as well as documenting decisions on additional projects, such as Project Oro.

Staff has negotiated a fee totaling Four Hundred Twelve Thousand Two Hundred Dollars and No/100 (412,200.00) for the specified needs with Hazen & Sawyer a non-DBE firm

headquartered in New York, NY, with an office in Columbia. This Amendment is not associated with the Mentor Protégé Program or Sub-Contractor Outreach. Hazen & Sawyer is however, an approved Mentor in the Mentor Protégé Program with Palmetto Consulting Engineering Group, Inc. a FBE firm located in Chapin, SC as their Protégé. Funding for this Amendment is budgeted from the Capital Outlay Budget (5529999-SS685401-658650).

Original Agreement Contract Amount:	\$1,761,508.00
Previous Amendment totals 1-4:	\$ 475,744.00
This Amendment (addition):	\$ 412,200.00
New Agreement Amount:	\$ 2,649,452.00

Services to be performed will impact all City Council Districts. The Amendment has been reviewed and approved by the Legal Department.

ATTACHMENTS:

- Hazen.&.Sawyer.2015.Sewer.Hydraulic.Model.SS685401.Council.Pkg.2 (PDF)
- Hazen.&.Sawyer.SS685401.CA#5.Justification (PDF)
- Hazen.&.Sawyer.2015.Sewer.Hydraulic.Model.SS685401.Map. (PDF)
- Approved Project Form SS685401 Sewer Model & CAP (PDF)

Agreement for Engineering Services For
Modeling & Evaluating the City's Sanitary Sewer System Piping & Pump Stations to
Support a Capacity Assurance Program (CAP);
CIP SS685401

Hazen and Sawyer, P.C. and City of Columbia, SC

Contract Amendment #5

August 29, 2016

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer, P.C. (Engineer) dated September 18, 2012 (Agreement), amended by Contract Amendment 1 dated June 24, 2014; Contract Amendment 2; January 14, 2015; Contract Amendment 3 dated April 14, 2015; Contract Amendment #4 dated April 6, 2016 and this Amendment is for the Sewer Model and Capacity Assurance Program, more fully described in the Exhibit attached hereto.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$1,761,508.00
Previous Change Orders:	\$ 475,744.00
This Change (addition/deletion):	\$ 412,200.00
Revised Contract Price:	\$2,649,452.00

Additional funds are to be provided in the following manner: 5529999-SS685401-658650

This Change is Acceptable:

By: [Signature] Hazen and Sawyer, P.C.
Title: SENIOR ASSOCIATE

Recommended for Approval: [Signature] Director of Utilities and Engineering
Joseph D. Jaco, P.E.

Recommended for Approval: [Signature] Purchasing Agent
Sandra A. Wright

Recommended for Approval _____ Assistant City Manager for Operations
Melissa Gentry, P.E.

Approval of Change: _____ City Manager
Teresa Wilson

Hazen&Sawyer.2015.Sewer.Hydraulic.Model.SS685401.CA5.kr

APPROVED AS TO FORM

[Signature]
Legal Department, City of Columbia, SC



Hazen and Sawyer
1122 Lady Street, Suite 1230 • Columbia, SC 29201

Cost Change Amendment

May 13, 2016

Mr. John Riggs
Assistant Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Re: PROJECT NAME: Sewer Model and Capacity Assurance Program
CIP NUMBER: SS685401 - Amendment 5

Dear Mr. John Riggs:

Under a previously executed City of Columbia contract for SS685401 Sewer Model and Capacity Assurance Program, Hazen and Sawyer developed a calibrated hydraulic model for the City's trunk sewer system. As part of Hazen's deliverables, the City has requested that the Capital Improvements Report be expanded to be an all-inclusive document that includes previous technical memoranda as well as documenting decisions on additional projects, such as Project Oro, over the past 3 years. Hazen has also reformatted the stand-alone model development report to meet the needs of the EPA submittal requirement in accordance with requirements from Clean Water 2020. Lastly, Hazen is currently developing a Capacity Assurance Program (CAP) report to describe the CAP tool and CAP process. In consideration of these more detailed reports, Hazen respectfully requests the following proposed additional scope items:

1. Scope Addition/Deletion

Continued Project Administration:

It is anticipated that this amendment will be in effect over a 24 month period. Regular monthly progress meetings will be held over the duration of the project.

Items under this task will be bill on an hourly rate basis

Capital Improvements Report:

As alluded to above, Hazen is currently completing its third revision of the CIP summary report after submitting drafts on the recommended CIP and a review copy of additional reporting details for the Crane Creek basin. Several of the recent changes are highlighted below:

Completed Items:

Hazen

- Document decisions were reached by consensus early in the project, including a review of previous documentation on tunnel evaluation (by others).
- Add maps for each planning year for dry-weather and wet-weather flow both before and after proposed improvements.
- Document preliminary sizing and operation of storage facilities, including detailing flows in and out of storage during wet-weather events.
- Prepare individual basin capacity analyses maps.
- Discuss the calibration of the hydraulic model to data collected during drier than normal rainfall and groundwater saturation conditions.
- Re-draft the Crane Creek evaluation based on a change in the number of storage facilities which considered upper and lower storage alternatives in conjunction with possible future industrial demand.
- Document the Project Oro evaluation in the CIP Report.

Items to be Completed:

- Document preliminary RDII cost analyses for each river basin for which the potential existed to defer capital improvement projects.
- Model and describe ongoing project changes, including keeping the existing 36" in service in parallel to the new 48" sewer in Crane Creek and the consideration of two construction phases for the Lower Crane Creek Storage facility.
- Submit revised Draft CIP Report.
- Incorporate review comments and submit Final CIP Report.

Items under this task will be bill on a lump sum basis. 75% will be billed with the revised CIP Report Draft. 100% will be billed with the final report submittal

EPA Model Development Report

Completed Items:

- Format to standards and outline provided by Clean Water 2020.

Items to be Completed:

- Anticipated work tasks and report review meetings will include:
 - City review of the current draft
 - Develop 90% report based on City comments
 - City review of the 90% draft
 - Develop 100% report based on City comments
 - City review of the 100% draft
 - Final changes to the 100% draft before Legal Review by City
 - Legal Review of the 100% draft & corresponding revisions by Hazen based on the legal review. (5 meetings with the Legal Time are budgeted)

Hazen

- Preparation of EPA deliverable including final formatting

Items under this task will be bill on an hourly rate basis

CAP Tool Changes and Process Report:

Items to be Completed:

- Modify the Hazen CAP tool to account for additional hydraulic loadings at the Metro WWTP based on capacity requests. The CAP tool will track capacity requests at the plant as well as the collection system. The flows applied to the treatment capacity CAP analysis will be the average day contributory loading in the capacity request.
- Develop a report that documents the procedural process for the Capacity Assurance Program and the CAP tool. It is intended that this report will be utilized as an internal tool for the CAP process. Anticipated report review meetings will include:
 - Kickoff meeting & report outline
 - 30% report and City review
 - 60% report and City review
 - 90% report and City review
 - 100% report and City review
- Develop the CAP Program Process Report for the Capacity Assurance Program for submittal to the EPA. This report will outline and document the CAP process for EPA. Anticipated report review meetings will include:
 - Kickoff meeting & report outline
 - 30% report and City review
 - 60% report and City review
 - 90% report and City review
 - 100% report and City review
 - Final changes of the 100% draft before Legal Review
 - Legal Review of the 100% draft & revisions by Hazen based on the legal review (5 meetings with the Legal Time are budgeted)
 - Preparation of EPA deliverable including final formatting

Items under this task will be bill on an hourly rate basis

CAP Tool On-Call Support:

Items to be Completed:

- Answer questions about the CAP Tool and provide technical assistance after tool has been signed over to the City and installed on the City's system.

Items under this task will be bill on an hourly rate basis

Hydraulic Model Review Task:

The scope includes the following activities:

Hazen

- Lead a review workshop and present the key findings of the hydraulic modeling project. The summary shall cover all sections in the hydraulic modeling report.
- Provide model files for review as requested (calibration, capacity analysis, and improvement alternatives) and review the files with the committee.
- Attend conference calls to answer questions during review (3 calls for review questions).
- Attend a meeting to review any comments
- Prepare a letter report responding to comments (No changes will be made to the model under this amendment. Any model modifications will be made under separate amendment.)

Items under this task will be bill on an hourly rate basis

2. Compensation

The work to be performed for this Amendment 5 of the Wastewater Collection System Sewer Model and Capacity Assurance Program as previously delineated in Exhibit A – Scope of Services, will be billed as stated above in the specific scope items. The fee is broken out as follows:

Continued Project Administration:	\$59,400
Capital Improvements Report:	\$67,500
EPA Model Development Report:	\$61,000
CAP Tool Changes and Process Report:	\$134,700
CAP Tool On-Call Support:	\$41,800
Hydraulic Model Review:	\$47,800

The following changes to the initial SS#385401 contract are recommended to perform the scope of services described herein:

Amendment 5 – \$412,200

The new contract values based on the above recommended changes are presented below:

Task 1 - \$682,078
Task 2 - \$186,630
Task 3 - \$77,440
Task 4 - \$520,340
Task 5 - \$295,020
Amendment 1 - \$100,000
Amendment 2 - \$100,000
Amendment 3 - \$175,744
Amendment 4 - \$100,000
Amendment 5 - \$412,200
Total - \$2,649,452



Table 1 summarizes the agreed upon 2015-2016 hourly rates by employee classification. Project expenses for subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10 and billed at direct cost for other expenses such as travel and reproduction.

Services will be provided for requested tasks as can be accomplished within the not-to-exceed budget limit. The specific services requested and corresponding levels of effort will determine the number of tasks that can be accomplished within the budget limit. When services performed under this contract approach the not-to-exceed budget limit, Hazen will notify the City. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Table 1: 2015 – 2016 Hourly Billing Rates

Employee Classification	Billing Rates
Vice President	\$225.00
Senior Associate	\$190.00
Associate	\$165.00
Senior Principal Engineer	\$145.00
Principal Engineer	\$125.00
Engineer	\$115.00
Assistant Engineer	\$101.00
Senior Principal Designer	\$135.00
Principal Designer	\$115.00
GIS Specialist	\$100.00
Designer	\$90.00
Administrative	\$64.00
Intern	\$29.00

Hazen shall be allowed to adjust employee hourly rates in Table 1 on an annual basis starting in July 2016. Adjustments shall not exceed 3% per year. Hazen will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

3. Schedule

The services described herein will be accomplished in response to specific requests from the City according to a mutually agreeable schedule established within a period from notice to proceed through June 2018. It is anticipated that the major task items will be complete follows:

Continued Project Administration:	Though June, 2018
Capital Improvements Report:	
Draft CIP Report	July 1, 2016
(Dependent on receipt of Crane Creek CIP Section Approval)	
Final CIP Report	October 1, 2016
EPA Model Development Report	
Draft EPA Report	March, 2016
Final EPA Report	October 1, 2016



CAP Tool Changes and Process Report:

CAP Tool Changes	June 2016
Draft Capacity Assurance Program and the CAP Report	October, 2016
Final Capacity Assurance Program and the CAP Report	February, 2017
Draft CAP Program Process Report	June, 2017
Final CAP Program Process Report	December, 2017
CAP Tool On-Call Support:	Through December 2017
Hydraulic Model Review:	
Review Workshop	July 2016
Respond to Review Comments	December, 2016

Hazen & Sawyer appreciates the opportunity to provide this highly technical modification to the City of Columbia for the Sewer Model and Capacity Assurance Program project. If you have any questions please feel free to contact me.

Sincerely,

William H. Orne, PE
Senior Associate

cc: Clean Water 2020 Project Manager

Memorandum

To: Kimberley Roof

From: Don Freeman

Date: September 7, 2016

Subject: SS685401 CA#5 Justification

For the past several years, Hazen and Sawyer (H&S) has been leading the effort to develop a collection system-wide hydraulic computer model and a Capacity Assurance Program (CAP) tool, both of which will be used to evaluate and refine future projects necessary to improve the sewer system and the reduce sanitary sewer overflows (SSO's). This work is required by the Consent Decree and is an integral part of the overall CleanWater 2020 program. H&S possesses an extensive working knowledge of the City of Columbia's collection system and has completed much of the required work to date. This amendment is for follow-on work requested by the City to further enhance the cost-effectiveness of the Program and to ensure the best total-solutions are implemented.

Contract Amendment #5 includes the following:

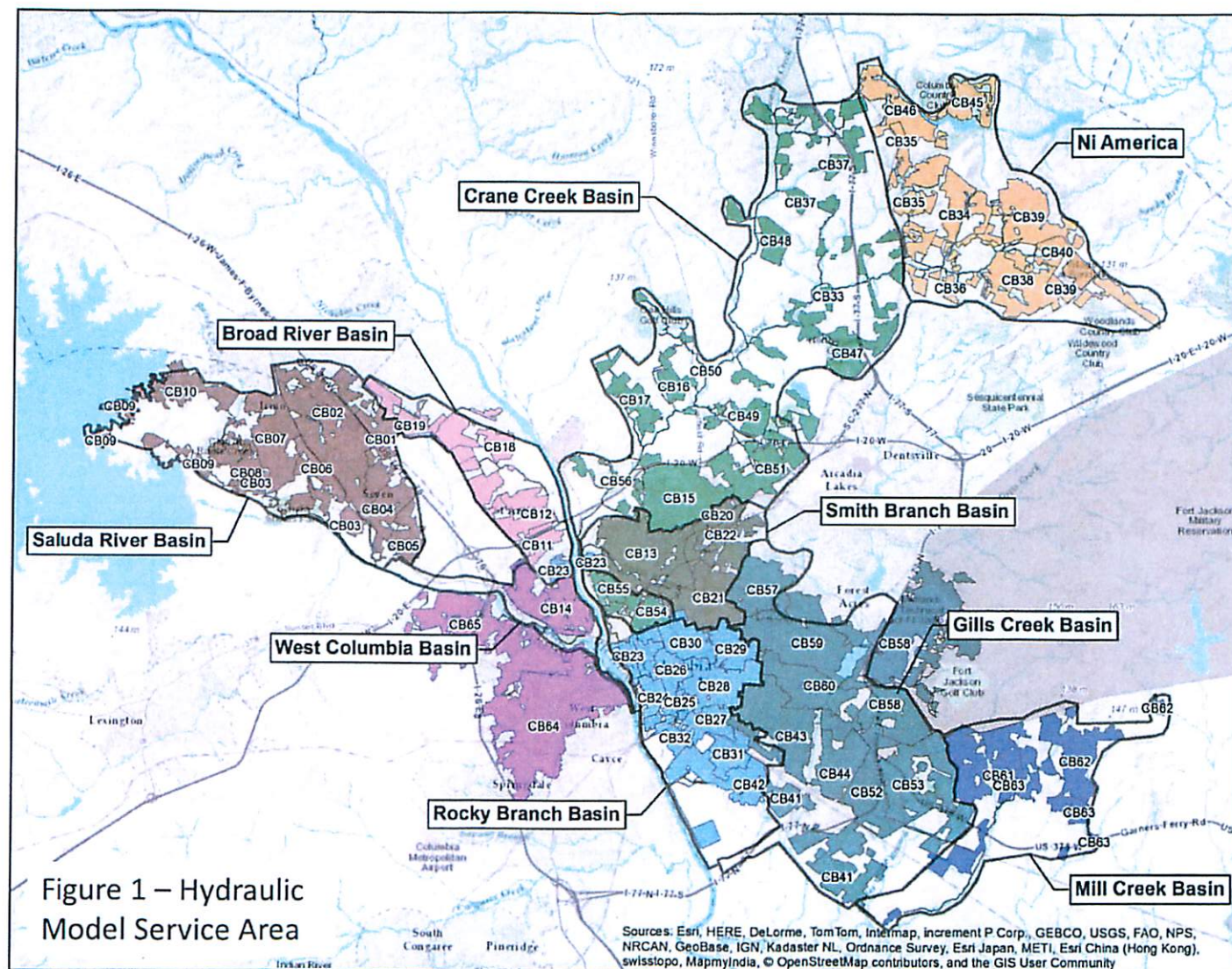
1. Expansion and further refinement of the Capital Improvements Report: This report summarizes the development of the hydraulic model, evaluates project alternatives, and makes recommendations for future capacity improvements. This report documents general direction of the CleanWater 2020 program but is not an EPA deliverable. Although this report was included in H&S original scope, the City has requested additional alternatives be evaluated and requested the report be modified to be an all-inclusive report encompassing previously prepared technical memos. Since H&S is the author of the original memos and the creator of the hydraulic model, no other consultant is suited to perform this work in a timely manner.
2. Preparation of the Consent Decree required a Hydraulic Model Development Report: This report is an EPA deliverable and is separate from the report discussed above in Item 1. H&S will also be required to coordinate a legal review of this report by the City and incorporate any changes requested. Development of this report and addressing legal comments were not in their original scope. Since H&S developed the hydraulic model no other consultant is suited to perform this work in a timely manner.
3. Develop CAP Tool Reports: H&S has already prepared a CAP tool which is a computer based tool to quickly evaluate new sewerage flow requests and determine if the pipes have adequate capacity to accommodate the requests. The City has requested that a summary

report be prepared to document all tool processes. This report will assist the City with implementation of the tool when it is formally turned over to the City for execution. This CAP Tool Report was not included in H&S's original scope. Since H&S developed the CAP tool no other consultant is suited to perform this work in a timely manner.

The Consent Decree requires a CAP Report. This report is an EPA deliverable and is separate from the summary report to document tool processes discussed above. H&S will be required to coordinate a legal review of this report by the City and incorporate any changes requested which was not included in their original scope. Since H&S developed the CAP Tool, no other consultant is suited to perform this work in a timely manner.

4. Provide on-call support of the CAP tool: H&S will provide as-needed technical assistance after the tool has been signed over to the City. Since H&S developed the CAP tool no other consultant is suited to perform this work in a timely manner.
5. Hydraulic Model Review: Since the Hydraulic Model will be used to make major decisions on future projects necessary to enhance the City's sewer system, the City has recommended that the model undergo a Peer Review to ensure the model integrity and accuracy is as best the best that can be expected by industry standards. The Peer Review will be done by engineering staff from CleanWater 2020, but H&S will need to participate and cooperate with the process. This CA#5 includes the necessary tasks for H&S to participate in the Peer Review. Since H&S developed the model, no other consultant can perform these tasks.

In order to achieve efficiency and align the various tasks with the requirements of the consent decree, H&S will work with the U&E staff and it's CleanWater 2020 Program Manager to complete the above work. No other firm has the extensive knowledge of the City of Columbia's sewer collection system, the hydraulic model and the CAP tool so CW2020 recommends that Contract Amendment #5 be issued solely to Hazen & Sawyer.





CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT

DEPARTMENT NAME	Utilities & Engineering	DIVISION NAME	Wastewater Maintenance	DATE	6/2/2016
PROJECT NAME	Sewer Model & Capacity Assurance Program			NEW PROJECT?	No
PROJECT ID	SS685401		PROJECT TYPE		Capital
MANAGER NAME	John Riggs				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
\$ 412,200.00	SS676404	30" Forcemain from Mill Creek PS to MWWTP
\$ 412,200.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
15/16	658660	552	9999	SS685401	\$ 1,989,980.59	\$ 2,402,180.59	\$ 412,200.00
			9999			\$ -	
			9999			\$ -	
TOTALS:					\$ 1,989,980.59		\$ 412,200.00

EXPLANATION	SS685401 - Sewer Model & Capacity Assurance Program CA#5.
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AUTHORIZED SIGNATURES:

DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify an Emergency Procurement Contract to replace a Sanitary Force Main at Three Rivers Pump Station, as requested by the Utilities and Engineering Department. Award to M.B. Kahn Construction Company, Inc. in the amount of \$284,725.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Water and Sewer Capital Projects and Capital Project Costs/ 6" Force Main at Gracern Road 5529999 - 658650-SS740101. The original budgeted amount is \$284,725.00.

ORIGINAL BUDGET: 284,725.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

This request is for Council to ratify an emergency contract between the City and M. B. Kahn Construction Company, Inc. (P160659). The original agreement was executed on September 9, 2016 in the amount of \$284,725.00. The emergency contract was issued to replace approximately 1,650 feet of sanitary force main at Three Rivers Pump Station.

We respectfully request City Council's approval to ratify this contract in the amount of \$284,725.00.

M. B. Kahn Construction Company, Inc. is located in Columbia, SC.

ATTACHMENTS:

- Justification for Emergency Procurement (PDF)
- M. B. Kahn Construction Company (PDF)
- P160659 M.B. KAHN CONSTRUCTION PURCHASE ORDER (PDF)

JUSTIFICATION FOR EMERGENCY PROCUREMENT

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

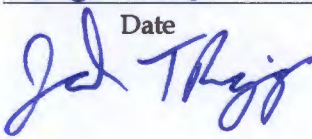
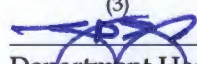
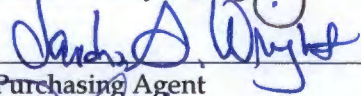
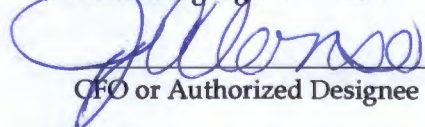
This governmental body proposes to procure _Contractual services for the replacement of approximately 1600 linear feet of 6-inch forcemain along Gracern Road in front of the Three Rivers Apartments. Proposed repair will included replacement of the existing 6" ductile iron pipe from the existing air release valve near the intersection of Gracern Road and Arrowwood Road south along Gracern Road to the Three Rivers Pump Station 4-inch manifold connection. The repair will include resurfacing a portion of Gracern Road (SCDOT) and repair of the existing excavation located across from Three Rivers Apartment where the pipe ruptured.

Gracern Road is currently closed in both directions from Arrowwood Road to the Three Rivers Apartment, approximately 1600 linear feet. Wastewater Maintenance is currently working with residence to maintain access to the apartments. Failure to move quickly will further jeopardize public safety and the stability of the retaining wall along I-126. Also, due to safety concerns and the temporary bypass pumping system, Gracern Road will remain closed until the needed repairs are completed. Photo's attached for reference. (1)

as an emergency procurement from _M. B. Kahn for an estimated cost of \$300,000.00. funded from 552999-658650 to SS7401. (2)

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

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of I-126's retaining wall separating the interstate from the frontage road. At this time there is an active SSO at the rupture location that is being contained by temporary bypass pumping. The M.B. Kahn is available to start work immediately, is currently mobilized on site at the Colonial Life Pump Station, and has a successful history of similar projects with the City of Columbia.

<u>9-8-2016</u> Date 	⁽³⁾  Department Head  Assistant City Manager  Purchasing Agent  CFO or Authorized Designee	<u>9.8.2016</u> Date <u>9/8/16</u> Date <u>9/8/16</u> Date <u>9/9/2016</u> Date
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Notes: (1) Enter description of goods or services to be procured.
 (2) Enter name of emergency contractor.
 (3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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.

POSTED



Since 1927

M. B. Kahn Construction Co., Inc.

P.O. BOX 1179 | COLUMBIA, SC 29202 | P 803.736.2950

September 6, 2016

(via email to hodgeth@cecsinc.com)

Clean Water 2020
2000 Park Street, Suite 201
Columbia, SC 29201

RE: SS7262 COLONIAL LIFE AND THREE RIVERS PUMP STATION IMPROVEMENTS
REPLACE APPROXIMATELY 1,650 FEET OF SANITARY FORCE MAIN AT THREE RIVERS PUMP STATION

Ms. Hodge,

Thank you for the opportunity to discuss replacing approximately 1,650 feet of the sanitary force main that recently collapsed in front of the Three Rivers Apartments complex on Gracern Road. Our lump sum estimate of the costs associated with doing this work is Two Hundred Eighty-One Thousand, Two Hundred Eighty-Four Dollars and Zero Cents. Please note, this estimate is based on the following clarifications that were discussed on site this afternoon. The replacement force main will be 6" HDPE pipe, installed parallel with and next to the existing line, bedded in #57 stone, and backfilled using flowable fill up to the bottom of the new 2" thick asphalt paving. The existing force main and current bypass pumping and will remain in place until the tie-in of the new force main and installation of the new ARA after which the old force main will be filled with flowable fill, capped and abandoned in place. Gracern Road will be closed from the lower apartments drive to Janice Drive as work begins in front of Three Rivers Pump Station. As work progresses up the hill in front of the apartments, the lower apartments drive will be opened and Gracern Road between the apartments and Arrowwood Road will be closed for the remainder of the work. The current detour route will be utilized for all affected traffic. We anticipate this work taking approximately two (2) weeks once the materials are procured.

We look forward to your timely response and commencing with this work as soon as possible. Please feel free to contact us with any questions or concerns at your convenience. Thank you.

Respectfully,

M. B. KAHN CONSTRUCTION CO., INC.

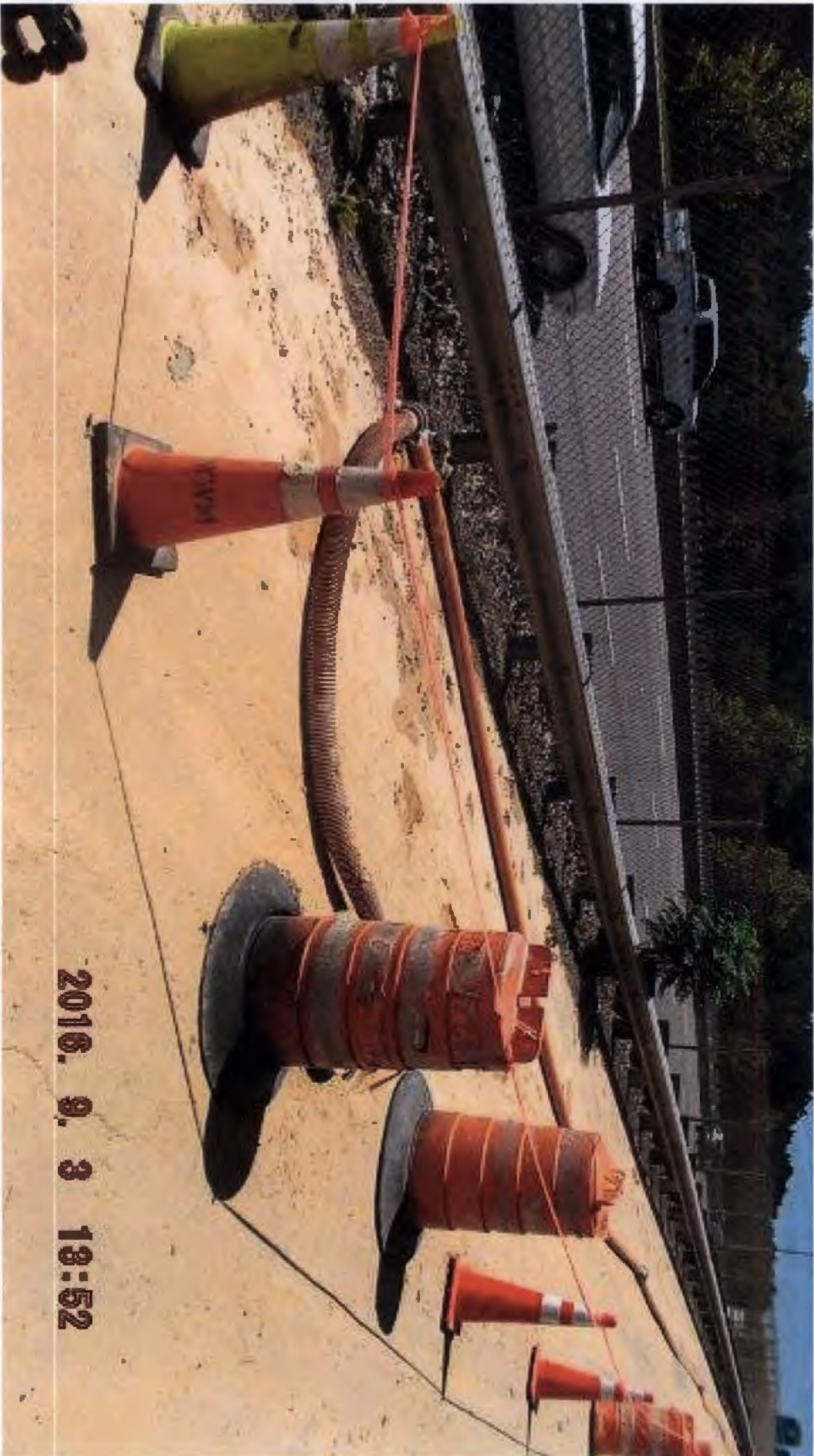
Dean Fairweather
Project Manager
Water Works Division

Enclosures

Copy: B. Edmonds; M. Joseph, PE; G. Pierce, PE









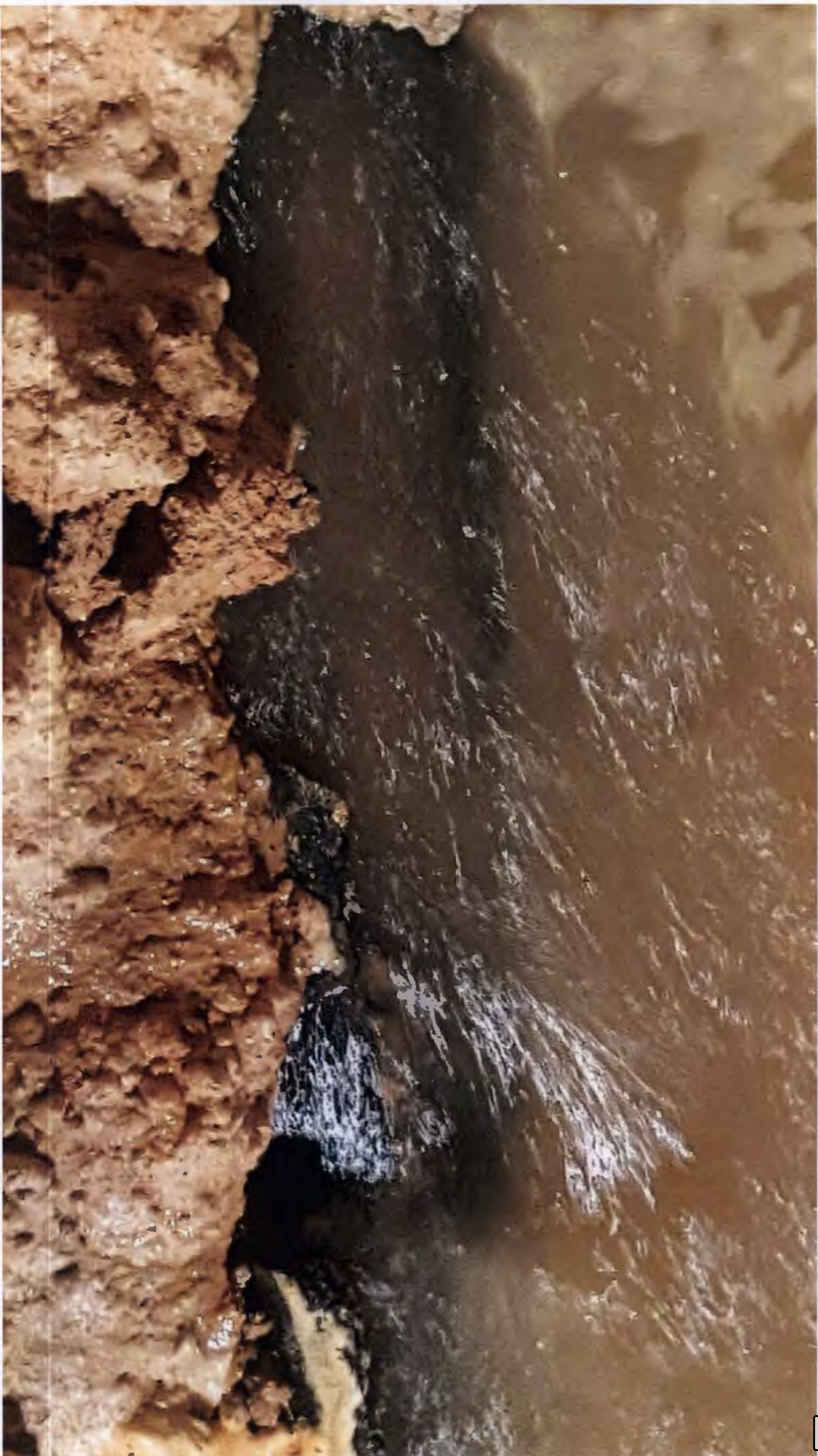
2016. 8. 3 13:39





2016. 9. 3 14:24









COLUMBIA
A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: M.B. KAHN CONSTRUCTION CO INC
PO BOX 1179
COLUMBIA, SC 29202

PURCHASE ORDER	
P.O. NUMBER	P160659 (Revised)
DATE	09/15/16
VENDOR I.D.	V000976
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R178061
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX# (864) 229-1146

Page 1 of 1
BEDMONDS@MBKAHN.COM

DELIVER ITEMS TO:

ENGINEERING
1136 WASHINGTON STREET, 7TH FLOOR
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	Emergency 6" Force Main Repair at 900 Gacern Road. The replacement force main will be 6" PVC 900 pipe installed parallel with and next to the existing line, beddin #57 stone and backfilled using flowable fill up to the botton of the new 2" thick asphalt paving. The existing force main and bypass pumpin will remain in place until the tie-in of the new force main and installation of the new ARA after which the old force main will be filled with flowable fill.	284,725	EA	1.00	284,725.00
THANKS, LAWANA ROBINSON-LEE, CPPO, CPPB PROCUREMENT MANAGER (v) 803.545.3469/ (f) 803.733.8408 lcrobinson@columbiasc.net					
SALES TAX					0.00
TOTAL					284,725.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

[Signature]



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to ratify an Emergency Procurement Contract for Stream Restoration and Debris Removal Services, as requested by the Utilities and Engineering Department. Award to North American Pipeline Management, Inc., a Small Woman Owned Business Enterprise in the amount of \$429,875.00. This firm is located in Marietta, GA.

FINANCIAL IMPACT: Funding Source: USDA Grants Control- Professional Services, 2569999-636600- 9907000016. The original budgeted amount is \$1,255,253.00.

ORIGINAL BUDGET: \$1,255,253.00

BUSINESS PROGRAM: Small Business Enterprise

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

This request is for Council to ratify a contract between the City and North American Pipeline Management, Inc. (P160660). The original contract (BID002-16-17) was executed on September 11, 2016 in the amount of \$510,657.50. The City has been awarded a grant from Natural Resources Conservation Service (NRCS). Since additional funding was available, the Utilities and Engineering Department amended the third location (Sunset - Smith Creek- Abingdon) on the original bid to expand the area of service for debris removal and restoration. The new total for the contract is \$940,532.50.

We respectfully request City Council's approval to ratify this contract in the amount of \$429,875.00.

North American Pipeline Management, Inc., a SBE/WBE is located in Marietta, GA

ATTACHMENTS:

- NAPM Quote (PDF)
- Grant Information (PDF)



PROPOSAL

Date: 9/20/2016
 Contact: Ms. Dana Higgins, P.E.
 Project: SD8426 Stream Restoration & Debris Removal
 P.O. #: P160660
 Vendor ID: V014991
 Req. #: R175778
 Owner: City of Columbia
 Bid Date: 7.22.16

We are pleased to provide the following pricing for the subject project.
 Thank you for the opportunity.

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED PRICE	NOTES
Additional Cost for Item 001, Lot 3: Sunset (Location #2)						
1.1 Debris Removal		SF	30,000	\$ 10.00	\$ 300,000.00	Removal of fallen trees.
1.2 Bank Stabilization		LF	225	\$ 90.00	\$ 20,250.00	Bank stabilization per detail, (no rock).
1.3 Sediment Removal		SF	27,000	\$ 12.00	\$ 324,000.00	Fill to approximate original grade.
1.4 Silt Fence		LF	225	\$ 5.00	\$ 1,125.00	As needed along bank.
1.5 Hydroseed		LS	1	\$ 5,000.00	\$ 5,000.00	Approximately 1/2 Acre
Good Faith Deduct for Centralized Work		LS	1	\$ (220,500.00)	\$ (220,500.00)	Deduct for Work located in one area.
TOTAL ESTIMATED CONTRACT					\$ 429,875.00	

Stipulations:

Owner to provide all necessary access, easements, and permits.
 Does not include rebuilding or repair of Work impacted by high water, erosion, or flooding.

PROPOSAL BY:

SHANNON HERFORD
 North American Pipeline Management, Inc.
 CONSULTANTS | MANAGERS | CONTRACTORS
 GREENVILLE, SC
 12 S Montclair Ave | Greenville, SC 29609
 Phone: 678.820.3993 | Fax: 678.820.3993
 shannon.herford@napmnc.com | www.napmnc.com

ACCEPTED BY:

Bid No: 002-16-17
Stream Restoration and Debris Removal

Page No: 10

United States Department of Agriculture
Natural Resources Conservation Service
Damage Survey Report (DSR)
OMB NO. 0578-0030
NRSC-PDM-20
Emergency Watershed Protection Program- Recovery

COST SHEET- LOT 3

SITE 3: SUNSET (LOCATION 2- SMITH CREEK- ABINGDON) REACH: UPSTREAM OF SUNSET DRIVE

This section must be completed and submitted back with your response

Proposed Recovery Measure	Quantity	Units	Unit Cost	Extended Cost
Debris Removal	33,000 3,000	SF	\$10.00	\$30,000.00
Rip Rap- placed	150	TN	\$100.00	\$15,000.00
Bank Stabilization	225	LF	\$90.00	\$20,250.00
Sediment Removal	27,000	SF	\$12.00	\$324,000.00
Silt Fence	225	LF	\$5.00	\$1,125.00
Hydroseed	1	LS	\$5,000.00	\$5,000.00
Good Faith Deduct	1	LS	\$220,500.00	\$220,500.00
This cost shall be submitted to Bid Online and page 4 of the bid				* \$45,000.00

\$330,000

New Total including additional bank construction. \$474,875.00

Unit Abbreviations

AC ACRE
CY CUBIC YARD
EA EACH
HR HOUR
LF LINEAR FEET
LS LUMP SUM
SF SQUARE FEET
SY SQUARE YARD
TN TON

Bid No: 002-16-17
Stream Restoration and Debris Removal

Page No: 8

United States Department of Agriculture
Natural Resources Conservation Service
Damage Survey Report (DSR)
OMB NO. 0578-0030
NRSC-PDM-20
Emergency Watershed Protection Program- Recovery

COST SHEET- LOT 1

SITE 1 : PEN BRANCH				
REACH: FROM TRENHOLD ROAD TO WOODLAKE ROAD				
This section must be completed and submitted back with your response				
Proposed Recovery Measure	Quantity	Units	Unit Cost	Extended Cost
Debris Removal	5,000	SF	\$10.00	\$50,000.00
Bank Stabilization	263	LF	\$90.00	\$23,670.00
Sediment Removal	9,000	SF	\$12.00	\$108,000.00
Silt Fence	270	LF	\$5.00	\$1,350.00
Hydroseed	1	LS	\$5,000.00	\$5,000.00
Rip Rap-placed	330	TN	\$100.00	\$33,000.00
This cost shall be submitted to Bid Online and page 4 of the bid				* \$221,020.00

Unit Abbreviations

AC ACRE
CY CUBIC YARD
EA EACH
HR HOUR
LF LINEAR FEET
LS LUMP SUM
SF SQUARE FEET
SY SQUARE YARD
TN TON

Bid No: 002-16-17
Stream Restoration and Debris Removal

Page No: 9

United States Department of Agriculture
Natural Resources Conservation Service
Damage Survey Report (DSR)
OMB NO. 0578-0030
NRSC-PDM-20
Emergency Watershed Protection Program- Recovery

COST SHEET- LOT 2

SITE 2: SUNSET (LOCATION 1)				
REACH: UPSTREAM OF SUNSET DRIVE				
This section must be completed and submitted back with your response				
Proposed Recovery Measure	Quantity	Units	Unit Cost	Extended Cost
Debris Removal	2,700	SF	\$12.00	\$32,400.00
Rip Rap- placed	500	TN	\$100.00	\$50,000.00
This cost shall be submitted to Bid Online and page 4 of the bid				* \$82,400.00

Unit Abbreviations

AC ACRE
CY CUBIC YARD
EA EACH
HR HOUR
LF LINEAR FEET
LS LUMP SUM
SF SQUARE FEET
SY SQUARE YARD
TN TON

Bid No: 002-16-17
Stream Restoration and Debris Removal

Page No: 10

United States Department of Agriculture
Natural Resources Conservation Service
Damage Survey Report (DSR)
OMB NO. 0578-0030
NRSC-PDM-20
Emergency Watershed Protection Program- Recovery

COST SHEET- LOT 3

SITE 3: SUNSET (LOCATION 2- SMITH CREEK- ABINGDON) REACH: UPSTREAM OF SUNSET DRIVE

This section must be completed and submitted back with your response

Proposed Recovery Measure	Quantity	Units	Unit Cost	Extended Cost
Debris Removal	3,000	SF	\$10.00	\$30,000.00
Rip Rap- placed	150	TN	\$100.00	\$15,000.00
This cost shall be submitted to Bid Online and page 4 of the bid				* \$45,000.00

Unit Abbreviations

AC ACRE
CY CUBIC YARD
EA EACH
HR HOUR
LF LINEAR FEET
LS LUMP SUM
SF SQUARE FEET
SY SQUARE YARD
TN TON



CITY OF COLUMBIA

Department of Utilities and Engineering Division of Engineering

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

Phone: 803-545-3400 Fax: 803-988-8199

MEMORANDUM

To: Lawana Robinson
Cc: Dana Higgins, PE
From: Andrea Bolling, PE
Date: October 5, 2016
Re: SD8426 Stream Restoration – Additional Work

The City of Columbia was awarded a grant from the Natural Resources Conservation Service (NRCS) for financial and/or technical assistance to implement recovery measures from the October 2015 flood event in the amount of \$1,255,253. The federal share for this grant is 75% (\$963,334) and the City's responsibility is 25% (\$291,919). The agreement included work at six locations that is to be completed within 10 days of the signed award. There is an extension process for this work, which allows for up to an additional 55 days, for a total of 65 days to substantially complete all work included in the grant.

The overall project cost was well below the grant award amount; therefore, grant funds were available for the removal of additional debris and sediment in the area of Site #3.

The grant was awarded on September 8, 2016, with a substantial completion date of November 11, 2016. All of the funds must be spent no later than November 11, 2016. With this VERY limited time frame, an additional bid request could not be processed. And, the current contractor was already mobilizing to the site, the most efficient and effective way to complete the most work utilizing these available grant funds was to include the additional services in the current contractor's scope in order to meet the grant's restrictive time frame.

If the City had not included this additional area adjacent to Site #3 in the current contract's scope, the City would have left over \$400,000 of grant funding unutilized and would have had to fund the project 100% instead of 25% under the grant.



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Annual Repair Materials, as requested by the Water Distribution Division. Award to the lowest responsible bidders of each lot in the amount of \$708,315.04.

FINANCIAL IMPACT: Funding Source: Utilities; Water Distribution & Maintenance – Pipe, Fittings, Hydrants, Etc., 5516203–625700. The original budgeted amount is \$708,315.04.

Lowest Responsible Vendors:

\$125,556.19 awarded to Ferguson Waters of Elgin, SC for lots 3,7,8,16,20 & 21

\$117,507.08 awarded to Foriline, Inc of Columbia, SC for lots 1,9,10,13,14,18,19 & 22

\$381,275.45 awarded to Hayes Pipe Supply, Inc. of Columbia, SC for lots 2,12,15 & 17

\$22,289.84 awarded to HD Supply Waterworks of West Columbia, SC for lots 5 & 6

\$9,218.70 awarded to TEC Utilities Supply, Inc. of Greenville, SC for lots 4 & 11

ORIGINAL BUDGET: \$708,315.04

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

Five (5) bids were received for the purchase of Water Distribution Annual Repair Materials as requested by Water Distribution. This will be a two (2) year contract, terminating June 30, 2018,

with an option to extend one (1) additional year period, if mutually agreed upon in writing. The total contract term shall not exceed three (3) years beyond June 30, 2019.

I respectfully request City Council's approval for this purchase from the lowest responsive and responsible bidders of each lot, for a total amount of **\$655,847.26** plus S.C. sales tax.

Lots	Vendors / Locations	Amounts
3,7,8,16,20 and 21	Ferguson Waters (Elgin, SC)	\$125,556.19
1,9,10,13,14,18,19 and 22	Fortiline, Inc. (Columbia, SC)	\$117,507.08
2, 12, 15 and 17	Hayes Pipe Supply Inc. (Columbia, SC)	\$381,275.45
5 and 6	HD Supply Waterworks (West Columbia, SC)	\$ 22,289.84
4 and 11	TEC Utilities Supply, Inc. (Greenville, SC)	\$ 9,218.70
	SC Sales Tax	\$ 52,467.78
	Total	\$708,315.04

ATTACHMENTS:

- Department Acceptance Memo (PDF)
- Cost Breakdown (by lot and vendor) (PDF)

INTEROFFICE MEMORANDUM

TO: CHARLENE P. MAFFETT, PURCHASING AGENT
FROM: JAMES JOHNSON, WATER SUPERINTENDENT
SUBJECT: ACCEPTANCE OF LOW BID
DATE: 9/21/2016



Please be advised that the material annual order will be awarded to the following companies as listed:

Lots 1, 9, 10, 13, 14, 18, 19 and 22 will be awarded to Fortiline.

Lots 2, 12, 15 and 17 will be awarded to Hayes Pipe.

Lots 3, 7, 8, 16, 20 and 21 will be awarded to Ferguson.

Lots 5 and 6 will be awarded to HD Supply.

Lots 4 and 11 will be awarded to Tec Utilities.

Fegrguson		Fortiline		Hayes Pipe		HD Supply		Tec Utilities	
Lot 3	\$ 27,664.00	Lot 1	\$ 7,370.00	Lot 2	\$ 227,579.15	Lot 5	\$ 16,479.84	Lot 4	\$ 8,161.80
Lot 7	\$ 1,230.00	Lot 9	\$ 5,820.99	Lot 12	\$ 33,333.50	Lot 6	\$ 5,810.00	Lot 11	\$ 1,056.90
Lot 8	\$ 23,560.25	Lot 10	\$ 3,095.50	Lot 15	\$ 41,074.48				
Lot 16	\$ 6,244.00	Lot 13	\$ 3,972.50	Lot 17	\$ 79,288.32				
Lot 20	\$ 23,112.94	Lot 14	\$ 28,430.10						
Lot 21	\$ 43,745.00	Lot 18	\$ 32,349.49						
		Lot 19	\$ 31,140.00						
		Lot 22	\$ 5,328.50						
Total	\$ 125,556.19	Total	\$ 117,507.08	Total	\$ 381,275.45	Total	\$ 22,289.84	Total	\$ 9,218.70
Sales Tax	\$ 10,044.50	Sales Tax	\$ 9,400.57	Sales Tax	\$ 30,502.04	Sales Tax	\$ 1,783.19	Sales Tax	\$ 737.50
Grand Total	\$ 135,600.69	Grand Total	\$ 126,907.65	Grand Total	\$ 411,777.49	Grand Total	\$ 24,073.03	Grand Total	\$ 9,956.20



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Annual Vehicle Replacement for Fiscal Year 2016/2017. Award to the lowest bidder of each department in the total amount of \$1,988,224.13.

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$8,000,000.00. This purchase will replace vehicles that are due for replacement as per the City's Fleet Management Procedures based on age, high mileage or high maintenance. The total purchase amount is \$1,988,224.13.

ORIGINAL BUDGET: \$2,043,148.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

I respectfully request Council's approval for these purchases at the following quantities and cost plus sales tax.

<u>Vehicle(s)</u>	<u>Number of Vehicles</u>	<u>Department</u>	<u>Vendor</u>	<u>Unit Cost (with Taxes)</u>	<u>Total Cost</u>
Prisoner transport van	1	CPD	GSA through Sirchie Vehicle	\$ 52,776.13	\$ 52,776.13
½ ton pickups	3	CFD	State Contract / Love Chevrolet	\$ 19,702.00	\$ 59,106.00
½ ton pickups	8	Parks and Recreation	State Contract / Love	\$ 19,702.00	\$ 157,616.00

			Chevrolet		
½ ton pickups	4	CPD/Code Enforcement	State Contract / Love Chevrolet	\$ 19,702.00	\$ 78,808.00
Chevrolet Caprices	46	CPD	State Contract / Love Chevrolet	\$ 32,529.00	\$1,496,334.00
Wheel Loader	1	Solid Waste	NJPA contract / Blanchard Machinery	\$ 143,584.00	\$ 143,584.00

SC State Contract # 4400009467
GSA Contract # GS-07F-007DA
NJPA #032515-CAT

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

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- R178266 QUOTE-LOVE CHEVROLET STATE CONTRACT (PDF)
- LOVE CHEVROLET STATE CONTRACT 4400009467 (PDF)
- NJPA Council Information (PDF)
- Sirchie- GSA-GS-07F-007DA (PDF)
- Transport Van Quote (Sirchie) (PDF)
- NJPA-032515-CAT (PDF)
- Wheel Loader Quote- NJPA(PDF)
- State Contract- Caprice (PDF)
- Caprice Quote (PDF)

Chevrolet Silverado 2wd Regular Cab
 State Contract #4400009467
 Love Chevrolet Company
 803-794-9004 Phone
 803-926-7467 Fax
governmentsales@loveauto.com

Base Price -
 Adds -

\$19042.00

Larger Engine (5.3L) -	\$998.00
8' Bed -	\$398.00
Back Up Camera -	\$195.00
Locking Rear Differential -	\$369.00
Tow Package -	<u>\$360.00</u>
Electric Brake Control -	\$220.00
Cloth Seats (10-way Driver) -	\$395.00
Carpet w/ Mats -	\$95.00
Bluetooth Radio -	\$255.00
Deep Tinted Glass -	\$95.00
4x4 -	\$3693.00
9000lb winch -	\$1825.00
Double Cab-	\$3092.00
Crew Cab -	\$6030.00
SSV Pkg (First Responders, Crew Cab Only) -	\$695.00
LT Pkg -	\$3030.00
Deep Tint Glass (DC Only)-	\$195.00

Work Ready Equipment -

Plastic Bed Liner -	\$210.00
Plastic Bed Liner (8') -	\$310.00
Spray-in Liner -	\$425.00
Cam Locker Tool Box -	\$410.00
Rubber Bed Mat -	\$95.00

Deducts -

Fleet Convenience Pkg -	\$425.00
Power Windows	
Power Heated Mirrors	
Keyless Entry	

Other options available upon request.

Colors - White, Black, Slate, Silver metallic, Tungsten, Red Hot, Autumn Bronze
 Metallic(\$390.00), Deep Ocean Blue Metallic(\$390.00)

Ext - Red
 int - Grey

Est
 9-19-16

19042.00
 Add 360.00
 TAX 300.00
 \$ 19,702.00
 3

32 → \$ 59,106.00

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE ✓ ✕ ▼ ☹	09/19/16 10:48:19	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600 &
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 2
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R178266
 PR Total\$ = \$59,106.00
 Requested By = Edgar Heustess
 Request Date = 9/19/2016
 Entry Date = 9/19/2016
 Vendor = V001018-LOVE CHEVROLET COMPANY

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	3.00	\$19,402.00	\$59,106.00	GL	6308972	658500	

Item Description

1/2 trucks Fire Logistics Purchased off Lease Red
 in color

V-1018

Michael Speakmon, Procurement Manager
 Phone: (803) 737-9816
 Email: mspeakmon@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 4
 Date: 11/1/2015

PU-3: Truck, Pick-Up, 4 x 2, ½ Ton, Regular Cab, 6' Body, Flex Fuel

<u>Contract Number:</u>	4400009467	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/14 – 10/31/15	<u>Address:</u>	PO Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>	11/1/15 – 10/31/16	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Silverado 1500 CC15703	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	(803) 794-9004
<u>Delivery:</u>	90-120 days ARO	<u>Fax:</u>	(803) 926-7467

BASE PRICE = \$19,042.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

4 x 4 Package – Standard State Spec.....	\$3,693.00
Larger Engine (Gas).....	\$998.00
Long Bed.....	\$398.00
Posi-Traction/Limited Slip/Locking Differential Rear Axle.....	\$369.00

Optional Deductions

Auxiliary Power Connection – Standard State Spec.....	\$110.00
Auxiliary Power Outlet – Standard State Spec.....	\$110.00

(NJPA)

PUBLIC SOLICITATION PROCESS							
Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewed and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirements. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticetobidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	What types of organizations are represented on the evaluation team?	Who administers contracts once executed?
The National Joint Powers Alliance® (NJPA)	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.		The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

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(NJPA)

FUNDING				
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.	To whom and how are fees distributed?
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.	"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

3

(NJPA)

The National Joint Powers Alliance® (NJPA)	Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members.	Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.	Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.
	NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.		

(F)

(NJPA)

SUPPLIER MANAGEMENT			Describe supplier training (either initial and/or on-going) based on the following parameters:				
Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)	What is the frequency of training?	Is training mandatory or conditional in order to sell goods or services offered through the cooperative?

(NJPA)

PARTICIPATION				
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:		Are public entities required to sign a formal participation agreement? IF NO:
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
		Does the entity pay a fee to participate? If yes, define.	Is the public entity allowed to add terms and conditions to the contract?	
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.		n/a

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

Sec. 2-204. 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:

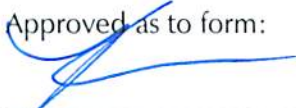
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.
- (4) Small purchases.
- (5) Sole source procurements.
- (6) Emergency procurements.
- (7) Procurement of information technology.
- (8) Leasing of real property for governmental use.
- (9) When purchasing through state contracts.
- (10) When purchasing through cooperative purchasing.

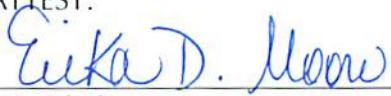
Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012



GENERAL SERVICES ADMINISTRATION
 FEDERAL ACQUISITION SERVICE
 AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Schedule 084, Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response

FSC Group 84: Law Enforcement & Security Equipment

CONTRACT NUMBER: GS-07F-007DA

CONTRACT PERIOD: December 1, 2015- November 30, 2020

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Sirchie Acquisition Company, LLC dba Sirchie Finger Print Laboratories
 612 Gravelly Hollow Rd.
 Medford, NJ 08055-8464
 Phone: 800.545.7375
 Fax: 609.654.7869

CONTRACTOR'S ADMINISTRATION SOURCE: Craig Hallman | CHallman@sirchie.com

BUSINESS SIZE: Large

SOCIOECONOMIC INDICATORS: None

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
426-4E	Bomb Disposal and Hazardous Material Protective and Detective Equipment
426-4F	Emergency Preparedness and First Responder Equipment, Training, and Services
426-4N	Criminal Investigative Equipment and Supplies
426-4S	Closed Circuit Surveillance Systems
426-4L	Fingerprinting/palmprinting (taking and detection) and evidential casting materials
426-4M	Employment, Forensic Drug Testing Equipment
426 6	Law Enforcement and Security Training
all SINs include Cooperative Purchasing and Disaster Recovery	

- 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

See Product Pricing

2. MAXIMUM ORDER*: \$200,000 per SIN/per order

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: \$100
4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories
5. POINT(S) OF PRODUCTION: USA
6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.
7. QUANTITY DISCOUNT(S): None
8. PROMPT PAYMENT TERMS: Net 30 Days

- 9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9.b Government Purchase Cards will not be accepted for orders over \$25,000 unless otherwise agreed upon with the seller in advance.
- 10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY: 30 DARO for Products, 180 DARO for Vehicles
- 11b. EXPEDITED DELIVERY: None
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor
- 11d. URGENT REQUIREMENTS: Consult with Contractor
- 12. FOB POINT: Origin, Freight Prepaid and Add
- 13a. ORDERING ADDRESS: Same as contractor's address
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
- 14. PAYMENT ADDRESS: Same as contractor's address
- 15. WARRANTY PROVISION: Standard Commercial Warranty applies. Agencies should contact the contractor for a copy of the warranty.
- 16. EXPORT PACKING CHARGES: N/A
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Government Purchase Cards will not be accepted for orders over \$25,000 unless otherwise agreed upon with the seller in advance. None
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. SECTION 508 COMPLIANCE FOR EIT: as applicable
25. DUNS NUMBER: 037431715
26. NOTIFICATION REGARDING REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT (SAM): Contractor is registered.

426-6 Training Pricing

SIN(s) PROPOSED	Course Title	Course Length	Minimum Participants	Maximum Participants	PRICE OFFERED TO GSA (including IFF)
426 6	Bloodstain Pattern Documentation Course Nov 7-10, 2016	4 Days - 27 Hrs	5	20	518.39
426 6	Comprehensive Crime Scene Photography Oct 10-14, 2016	5 Days - 35 Hrs	5	20	577.63
426 6	Basic Latent Fingerprint Comparison Aug 22-26, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Advanced Latent Ridgeology Sep 26-30, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Advanced Latent Palm Print Comparison Oct 31-Nov 4, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Mastering the IAI Latent Print Exam Sep 19-23, 2016	5 Days - 35 Hrs	5	20	592.44

426 6	Comprehensive Advanced Latent Print Comparison Dec 5-9, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Evidence Collection Course Sep 12-16, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Evidence Collection Course Oct 10-14, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Evidence Collection Course Nov 14-18, 2016	5 Days - 35 Hrs	5	20	592.44
426 6	Footwear Impression Classes Phase 2 Oct 3-7, 2016	5 Days - 35 Hrs	5	20	592.44



PRICE QUOTATION

612 Gravelly Hollow Road, Medford, New Jersey 08055
 Phone: (609) 654-0777 - (800) 545-7375
 Fax: (609) 654-7869
 Website: www.sirchie.com

Customer Info:		Date:	9/19/2016
Name:	City of Columbia	Quote No.	1209
Address:	1136 Washington Street		
City, State, Zip:	Columbia, SC 29201		
Attn:	Mr. Edgar Heustess	Prepared By:	ALH
Phone:	803-545-3805		
E-Mail:	eaheustess@columbiasc.net		

Quantity		Unit Price	TOTAL
	GSA Contract No. GS-07F0-007DA		
	SIN426-4N		
1	PTV100S/TR, Ford Transit Prisoner Transport Van	\$ 49,320.91	\$ 49,320.91
	Total GSA Items:		\$ 49,320.91
	OPEN MARKET ITEMS:		
1	PTV100S, Opt2, Center Divider with Two Inner Security Doors	\$ 2,122.92	\$ 2,122.92
1	PTV100S-Opt7, Two Way Intercom	\$ 325.84	\$ 325.84
1	PTV100S-Opt10, Door Alert System	\$ 325.84	\$ 325.84
1	PTV100S-Opt14, Std. Rear AC & Heat System	\$ 1,574.91	\$ 1,574.91
1	PTV100S Opt18, Emergency Light Bar	\$ 1,940.25	\$ 1,940.25
1	PTV100S Opt19, Siren and Speaker	\$ 1,061.46	\$ 1,061.46
1	Delete Ford Transit Van and provide conversion in a Chevrolet 2500 Express Van	\$ (6,353.00)	\$ (6,353.00)
1	Dual Read Out Thermometer	\$ 49.00	\$ 49.00
1	Rear Loading Light above doors	\$ 79.00	\$ 79.00
1	Underseat, Gun Storage Box	\$ 233.00	\$ 233.00
1	Storage box for chains - Door mounted	\$ 44.00	\$ 44.00
1	Parts & Service Manuals Provided on CD	\$ 288.00	\$ 288.00
1	Chevrolet Keyless Entry Option	\$ 170.00	\$ 170.00
1	Set of two (2) Blue Roof Mounted LED Lights	\$ 498.00	\$ 498.00
	Total Open Market Items:		\$ 2,359.22
1	Delivery to Columbia, SC	\$ 796.00	\$ 796.00
	TOTAL DELIVERED PRICE:		\$ 52,476.13

Payment Details:

Validity:

60 Days

 Ext - White
 int - Grey

9-20-16

524

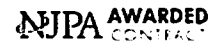
TAX 300.00

1 Q → 52,776.13

[Home](#) > [Cooperative Purchasing](#) > [Contracts](#) > [Fleet & Construction & Agricultural Equipment](#) > **Caterpillar, Inc. - Heavy Construction Equip.**



Caterpillar, Inc. - Heavy Construction Equip.



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Patty Redpath

Direct Phone: 309-494-4576

Redpath patty@cat.com

www.Cat.com

Contract#: 032515-CAT

Category: Construction & Agricultural Equipment

Maturity Date: 05/19/2019

Governmental agencies choose Cat products to tackle their everyday jobs. Whether the task is maintaining roads, repairing bridges, managing wastewater or some other vital work, Cat products are built to get the job done – safely, efficiently and economically. We set the standard for our industry and will remain the leader by continuing to help our customers meet their needs with durable and reliable equipment. Through the extensive Cat dealer network, NJPA members will be able to select from over 120 models spanning 14 product families. In addition to the breadth of products, the Cat dealer network will deliver the exceptional service and support our customers have grown to expect. <http://www.cat.com/governmental>

[Contact Your Dealer](#)

[Caterpillar Discount List](#)

Blanchard Machinery

Quote 115735-02



Quote 115735-02

September 16, 2016

CITY OF COLUMBIA
P O BOX 147
COLUMBIA SC 29217

Attention: EDGAR HEUSTESS

Dear Edgar,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CAT Model: 926M Wheel Loader**2016 Contract # 032515-CAT NJPA Pricing**

Thank you for the opportunity to earn your business. This quote is valid for 30 days. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian K. Smith".

Brian Smith
Machine Sales Representative
bsmith@blanchardmachinery.com
803-516-0113

Page 1 of 4

Blanchard Machinery

Quote 115735-02

MACHINE SPECIFICATIONS

2015 Model Field Follow unit that the City has been using for free since new.

430-2805	926M WHEEL LOADER
376-0797	TIRES, 23.5/25 GA 20PR L2+2 3PC
8E-4566	CUTTING EDGE, BOLT ON(4 PIECE)
333-1369	RADIO, CD, DELUXE
333-1425	WARNING, BEACON, STROBE
333-6528	DIFFERENTIAL, OPEN REAR
345-2418	BUCKET-GP, 2.4 CYD. HO
348-2579	COUNTERWEIGHT, HEAVY
349-7940	GUARD, DRIVESHAFT
349-8163	GUARD, CRANKCASE
349-8165	GUARD, POWERTRAIN, LOWER
366-8148	FENDERS, STANDARD
377-1530	GUARD GP LIGHTS
377-1547	GUARD GP LIGHT
377-5524	LIGHTS, AUX, LED
377-5635	CAMERA, REAR VIEW
377-5660	OBJECT DETECTION
423-7162	CAB, DELUXE
423-7201	SEAT, DELUXE
425-1425	GUARD, POWERTRAIN, SIDE
430-2823	HYD, 3V, CPL RDY, STD
430-2859	RIDE CONTROL
430-2865	ENVIR, MED DEBRIS
430-2943	PREP PACK, US
430-2977	Q COUPLER, FUSION
430-2996	STEERING, STANDARD
430-3038	ENGINE AR
441-3367	JUMPER LINES 3RD
452-0876	WEATHER, THERM 120V
454-0589	PROD LINK, 641, CELL

2016 Contract # 032515-CAT NJPA Pricing

Sales Price (plus any applicable sales tax)	\$127,654.00
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120" STACKING RAKE WITH TOP CLAMP	\$15,630.00
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WARRANTY

Standard Warranty:	12 Month / Unlimited Hour Standard Warranty
Extended Warranty:	7 Year / 7,500 Hour Premier Warranty

Base 143,284.00
 Tax 300.00
 143,584.00

Blanchard Machinery

Quote 115735-02

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
Automatic temperature control
Cab, enclosed ROPS/FOPS pressurized
and sound suppressed
Cup holders
External heated mirrors with lower
Parabolic
Ground level cab door release
Gauges
-Digital hour meter, odometer and
Tachometer
-Digital ground speedometer and
direction indicator
-Engine coolant temperature gauge
-Fuel and Diesel Exhaust Fluid level
Indicator
-Hydraulic oil temperature gauge
Hydraulic control lockout

Interior cab lighting, door and dome
Interior rearview mirrors (2)
Lunch box storage
Operator warning system indicators
Radio ready speakers
Rear window defrost, electric
Seat mounted electronic implement
controls, adjustable
Sliding glass on the side windows
Column mounted multi function control
-lights, wipers, turn signal
Suspension seat, fabric
Tilt and telescope steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and
intermittent, front
Wet arm wiper washer, rear

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with
adjustable close/open force
Parallel lift loader linkage
Recovery hitch with pin

Remote mounted lubrication points
Vandalism protection-
lockable compartments

Blanchard Machinery

Quote 115735-02

One (1) New CAT Model: 926M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN

Axle seal guards	Hydraulically driven demand cooling fan
Auto Idle shut down feature	Hydrostatic transmission with electronic control
Cat C7.1ACERT engine	-Operator Modes (Default, TC, Hystat and Ice)
-Power Modes (Standard and Performance)	-Directional Shift Aggressiveness (Fast, Medium, Slow)
-Power by Range (High Power in Range 4)	-Rimpull control, adjust wheel torque
-Tier 4 Final/Stage IV compliant	-Creeper control, adjust ground speed
-Turbocharged and aftercooled	Lubed for life driveshafts
-Filtered crankcase breather	Parking brake, electric
-Diesel particulate filter	Single plane cooling package wide 6 fins per inch density
-Selective Catalyst Reduction	S-O-S port, engine, coolant, transmission
Coolant protection to -34C (-29F)	Oil
Differential lock in front axle	
Dry type air cleaner	
Enclosed wet disc full hydraulic brakes	
Fuel priming pump, automatic	
Fuel water separator	

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab	Hydraulic Response setting (Fast, Medium, Slow)
Bucket and Fork Modes, adjustable in-cab	Hydraulic diagnostic connectors and S-O-S ports
Cylinder damping at kickout and mechanical end stops	Hydraulic sight gauge, visible
Fine Mode control (Fast, Medium, Slow) in Fork Mode	Load sensing hydraulics and steering
	Seat mounted hydraulic joystick controls

ELECTRICAL

Alternator, 115-amp, heavy duty	rear stop and turn lights
12V power supply in cab (2)	Heavy duty gear reduction starter
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch	Product Link PRO w/3 year subscription
Back up alarm	Remote jump start post
Emergency shutdown switch	Resettable main and critical function breakers
Halogen work lights front and rear, LED	Roading lights front and rear

Stacy Adams, Procurement Manager
 Phone: (803) 737-4375
 Email: sadams@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 6
 Date: 11/1/2015

LE-5: Sedan, Full Size, Rear Wheel Drive, Pursuit Package, Flex Fuel

<u>Contract Number:</u>	4400009455	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/14 – 10/31/15	<u>Address:</u>	PO Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>	11/1/15 – 10/31/16	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Caprice PPV	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	(803) 794-9004 ext. 7
<u>Delivery:</u>	180 days ARO	<u>Fax:</u>	(803) 926-7467

BASE PRICE = \$26,879.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions:

Anti-Theft Device.....\$288.00
 Police Package Code (9C3).....\$135.00

Optional Deductions:

Auxiliary Power Connection – Standard State Spec.....Factory Standard
 Auxiliary Power Outlet – Standard State Spec.....Factory Standard
 Engine Change from V-8 to V6.....No Charge
 Spot Light, Driver Side (Pillar Mounted).....\$325.00

Love Chevrolet Company
P.O. Box 8387
Columbia, South Carolina 29202
(803) 794-9000



To: City of Columbia

Attn – Edgar Heustess

From: Donald Shumpert

Date: September 21, 2016

Re: State Contract #4400009455

Edgar,

Here is the Caprice pricing we spoke about yesterday. I have attached additional information.

Base Price -	\$26879.00
Auxiliary Battery -	\$245.00
Marked Package -	\$130.00
Light and Siren Pkg -	\$4975.00
Total -	\$32229.00 plus tax

Base 32,229.00
x 46
1,482,534.00
tax 13,800.00
1,496,334.00

46 @ →

All units will be MY2017 and will be ordered.

Thank you.

Ext- White
int- ebony

SA
9-23-16



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Project SS7279; Smith Branch II Sewer Rehabilitation Services, as requested by the Utilities and Engineering Department. Award to Layne Inliner, LLC in an amount not to exceed \$3,062,562.00. This firm is located in Tucker, GA.

FINANCIAL IMPACT: Funding Source: Sewer Improvement Fund, 5529999-658650-SS727901. This is a Clean Water 2020 Program Project and a Mentor Protege Program Project. North American Pipeline Management, a Small Women Owned Business Enterprise of Columbia, SC is the Protege. The original budgeted amount is \$3,127,825.00.

Sub-consulting services will be at \$1,469,443.00 (52%) of the total contract value.

\$113,250.00 (4%) - BLD of Kenner, LA will provide lateral lining services.

\$399,693.00 (14%) - DUN-RIGHT Services, Inc. of Florence, SC will provide manhole rehabilitation services.

\$956,500.00 (34%) - NAPM of Columbia, SC will provide dig work, pipe bursting services.

ORIGINAL BUDGET: \$3,127,825.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

Two (2) bids were received for the Smith Branch Sewer Rehabilitation (BID#011-16-17-SSB (SS7279) as requested by Utilities and Engineering. This project was under the provisions of the Mentor Protégé Program.

The total construction time allocated for this project is Three Hundred Ninety-Five (395) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from Layne Inliner, LLC at an amount not to exceed \$3,062,562.00.

Base Bid	\$2,812,562.00
Contingency	\$ 250,000.00
Total (Not to Exceed)	\$3,062,562.00

Layne Inliner, LLC, (Mentor) is located in Tucker, GA. and North American Pipeline Management, (Protege) is located in Columbia, SC.

This will be charged as follows:

CIP Improvement Fund - Sewer Smith Branch Sewer Rehabilitation	
5529999-658650-SS727901	\$3,062,562.00

ATTACHMENTS:

- Attachment 1 Cover Sheet Requesting Contract - Smith Branch (PDF)
- Attachment 2 Bid Tabulation - Smith Branch (PDF)
- Attachment 3 Recommendation Letter - Smith Branch (PDF)
- Attachment 4 Business Record Information - Smith Branch (PDF)
- Attachment 5 Site Map - Smith Branch (PDF)



CITY OF COLUMBIA

DEPARTMENT OF PROCUREMENT AND CONTRACTS

1136 WASHINGTON STREET, COLUMBIA, SC 29201

P.O. BOX 147 COLUMBIA, SC 29217

OFFICE: 803-545-3470 FAX: 803-733-8408

purchasing@columbiasc.net

Requesting a Contract

Name of Department requesting approval: Procurement and Contracts

Name of City Project Manager: John Riggs / Theresa Hodge

Project Number: BID#-011-16-17-SSB (SS7279)

Project Description: Smith Branch 02 Sewer Rehabilitation

Name of firm or contractor award is being recommended for: Layne Inliner, LLC

Type of procurement used to obtain firm or contractor: Open Public Solicitation

List subcontractors of project: See Attachment 4 (List subcontractors and % of Contract Value)

Compliance Programs Associated with project: Mentor Protégé Program

Is this Clean Water 2020 related? Yes

Amount of Compensation: \$3,062,562.00 (A \$250,000.00 CONTINGENCY IS INCLUDED)

Original Budgeted Amount: \$3,127,825.00

Funding Source: 5529999-658650-SS727901 CIP Improvement Fund - Sewer

City Council Districts this project impacts: Inside City Operational Improvements

Map of Project Area Attached? See Attachment 5

Bid Tabulation Report
BID011-16-17-SSB: Smith Branch Sewer Rehabilitation
Thursday, September 08, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001913 - Layne Inliner, LLC					
2090 Tucker Industrial Rd. Tucker, GA 30084-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: No ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	SS7279-SSS Smith Branch Basin 02 Rehabilitation	1.00	2,812,562.00	2,812,562.00
Total Layne Inliner, LLC					2,812,562.00
Bidder ID: B001938 - Improved Technologies Group, LLC					
2640 Byington-Solway Rd. Knoxville, TN 37931-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: No ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	SS7279-SSS Smith Branch Basin 02 Rehabilitation	1.00	2,829,455.00	2,829,455.00
Total Improved Technologies Group, LLC					2,829,455.00
Bidder ID: B002314 - Cummins Sales and Service					
11101 Nations Ford Rd Charlotte, NC 28273-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: No ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	SS7279-SSS Smith Branch Basin 02 Rehabilitation	1.00	0.00	0.00
Total Cummins Sales and Service					0.00

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.



MWH Americas, Inc.
235 Peachtree Street NE, Suite 2200
Atlanta, GA 30303
TEL 404 688 1083 | FAX 404 688 1084
www.mwhglobal.com

September 13, 2016

Attention: Debbie L Scott
Department of Procurement & Contracts
City of Columbia
1136 Washington Street
Columbia, SC 29201

Dear Ms. Scott,

Reference: Bid #011-16-17-SSB – Smith Branch Sewer Rehabilitation

Bids for #011-16-17-SSB were opened on Thursday, September 8, 2016, for the sewer rehabilitation of the Smith Branch SB02 basin. Three bids were received ranging from \$2,812,562 to \$2,819,130. One bid for \$0 was not included in the bid evaluation.

MWH has reviewed the received Cost Estimate/Schedule of Prices and has confirmed that the unit prices included multiplied by the listed quantities appear to match the total bid amounts. From these, it appears that Layne Inliner is the lowest bidder. The low bid is 7% less than the Engineer's Estimate of \$3,026,325 indicating a competitive bid. Based on the bid analysis, MWH recommends award of the contract to Layne Inliner.

Regards,

Jane McLamarrah, PhD, PE
Vice President
MWH AMERICAS, INC.
MWH now part of Stantec
Phone: 214.697.5567
Fax: 404.688.1084
Jane.Mclamarrah@mwhglobal.com

CC Theresa Hodge
John Riggs
Kai Iaukea



Business Information Records

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

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

BID NO.: 011-16-17-SSB SMITH BRANCH BASIN SB02 SEWER REHABILITATION (SS7279)

Business Name and Address	Contact Name & Phone Number	Services / Materials	Dollar Value	% Total Contract	MPP, SGP, BCL, OWS, MSL, WSL, CBL, LBL
BLD 2424 Tyler Street Kenner LA 70062	Nick Hollabaugh 504-466-1344	Lateral Lining	\$113,250.00	4%	N/A
DUN-RIGHT Services Inc. 910 B. Parker Drive Florence SC 29501	Gregg Davis 843-317-1144	Manhole Rehab	\$399,693.00	14%	N/A
NAPM 1612 Marion Street Suite 218D Columbia SC 29201	Brandon Leipprandt 864-641-0567	Dig work, Pipe Bursting	\$956,500.00	34%	WBE

Use additional pages if necessary

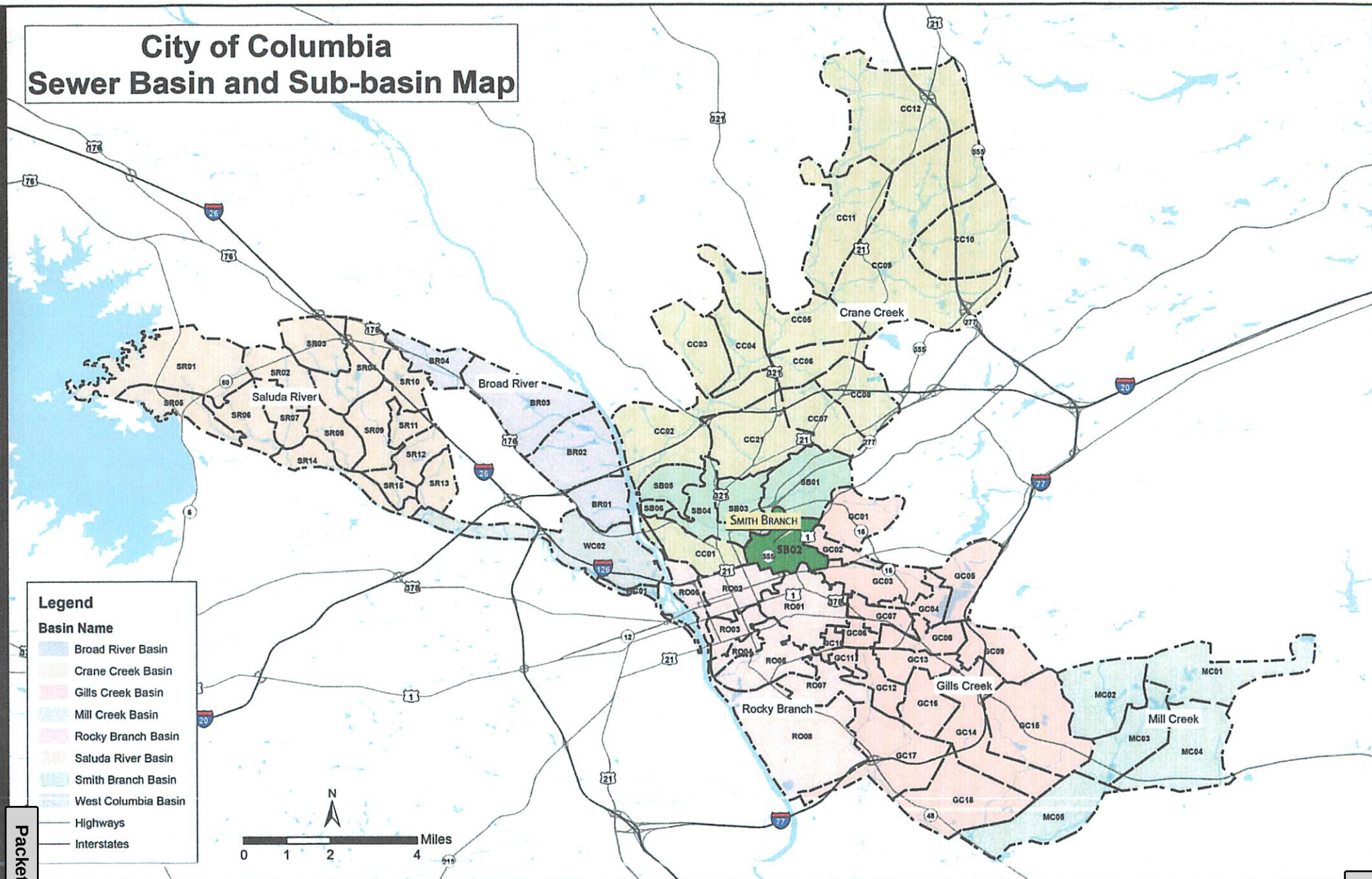
TOTAL DOLLAR VALUE AND PERCENT OF CONTRACT VALUE: \$1,469,443.00/ 52%

I CERTIFY THIS INFORMATION IS TRUE AND CORRECT

SIGN & DATE: *Larry Purlee* 8/29/16 PRINT NAME: Larry Purlee

Form 710

City of Columbia Sewer Basin and Sub-basin Map





We Are Columbia

MEETING DATE: October 18, 2016
DEPARTMENT: City Clerk
FROM: *Erika Moore, City Clerk*
SUBJECT: Building Codes in Effect for South Carolina and Columbia
FINANCIAL IMPACT:

ATTACHMENTS:

- 2016 Memo To Council RE Code Changes (PDF)



We Are Columbia

MEMORANDUM

TO: City Council
FROM: Krista Hampton, Director of Planning and Development Services
CC: Teresa Wilson, City Manager and Melissa Smith-Gentry, ACM - Operations
DATE: September 13, 2016
RE: Building Codes in Effect for South Carolina and Columbia

Council is asked to approve ordinances to adopt the most recent mandated building codes. Every municipality and county in South Carolina must enforce the mandatory building codes referenced in Section 6-9-50 of the South Carolina Code of Laws, 1976 as Amended (SC Code), after they are reviewed and adopted by the Building Codes Council (Council). Municipalities and counties are restricted from writing or publishing any other building code, in whole or in part or adopting and enforcing building codes other than those referenced in Section 6- 9-50 of the SC Code.

Unless modified by Council, all chapters (except the Administrative Chapter) of all codes must be enforced in their entirety. Until July 2016, these had been the 2012 set of codes as published by the International Codes Council. The state recently updated the adopted codes to reflect the 2015 cycle, except for the Electric and the Energy Conservation Codes, which are 2014 and 2009 respectively.

Chapter 5 of City of Columbia Code of Ordinances further codifies the adoption of these codes. The series of ordinances presented for Council's consideration will amend the code to reflect the new cycle as adopted by the state. The South Carolina Codes Council only permits modifications to the codes as they relate to the qualification, appointment, duties, and removal of the Building Official (Administrative Chapter). The ordinances proposed for Council consideration exclude this section and instead we employ City policies and procedures for such matters.



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-068 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-068 amend Sec. 5-51, Adoption; conflicting provisions 2015 Building Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-068

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 2,
Building Code, Sec. 5-51, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that Chapter 5, Article II, Building and Technical Codes, Division 2, Building Code, Sec. 5-51, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-51. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Building Code ~~2012~~ **2015** edition, as modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Code referenced herein Section 103 in its entirety, and its subsections (enumerated as 103.1, 103.2, 103.3 and 104.8). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

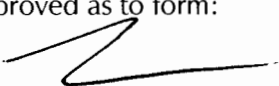
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-069 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; Conflicting provision

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-069 amend Sec. 5-71, Adoption; conflicting provisions 2015 Gas Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-069

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 3,
Gas Code, Sec. 5-71, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that Chapter 5, Article II, Building and Technical Codes, Division 3, Gas Code, Sec. 5-71, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-71. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Fuel Gas Code, 2012 2015 edition as adopted and modified by amendment of the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

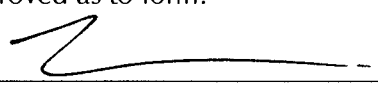
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-070 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-070 amend Sec. 5-91, Adoption; conflicting provisions 2015 Plumbing Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-070

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 4,
Plumbing Code, Sec. 5-91, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that Chapter 5, Article II, Building and Technical Codes, Division 4, Plumbing Code, Sec. 5-91, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-91. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the International Plumbing Code, 2012 2015 edition, as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4.) Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-071 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-071 amend Sec. 5-111, Adoption; conflicting provisions 2014 Electric Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-071

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 5,
Electric Code, Sec. 5-111, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that Chapter 5, Article II, Building and Technical Codes, Division 5, Electric Code, Sec. 5-111, Adoption; conflicting provisions, is amended to read as follows:

Sec. 5-111. Adoption; conflicting provisions.

(a) There is hereby adopted for the city the National Electric Code, 2011 2014 edition, published by the National Fire Protection Association (NFPA), as adopted by the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the office of the city clerk and building official. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and, state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Gentry

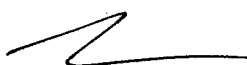
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-072 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-072 amend Sec. 5-131, Adoption; conflicting provisions 2015 Mechanical Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-072

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 5, Article II, Building and Technical Codes, Division 6,
Mechanical Code, Sec. 5-131, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that Chapter 5, Article II, Building and Technical Codes, Division 6, Mechanical Code, Sec. 5-131, Adoption; conflicting provisions, of the 1998 Code of Ordinances of The City of Columbia, South Carolina, is amended to read as follows:

Sec. 5-131. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Mechanical Code, 2012 **2015** edition as adopted by the South Carolina Building Code Council, published by the International Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the International Code referenced herein is Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3 and 103.4). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

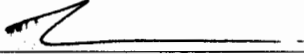
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-073 - Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-073 amend Sec. 5-151, Adoption; conflicting provisions 2015 Property Maintenance Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-073

Amending Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Codes, Division 7, Property Maintenance Code, Sec. 5-151, Adoption; conflicting provisions, is amended as follows:

Sec. 5-151. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Property Maintenance Code 2012 **2015** edition as published by the International Code Council Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Specifically excluded from the adoption of the Property Maintenance Code is Section 103, and its subsections (enumerated as ~~103.1~~ 103.2, 103.3, 103.4 and 103.5). Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) Section 111.1 of the 2012 **2015** International Property Maintenance Code is amended to read as follows:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intention of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

(c) Section 302.4 of the 2012 **2015** International Property Maintenance Code is amended to read as follows:

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of one foot on the average. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(d) Section 304.14 of the 2012 **2015** International Property Maintenance Code is amended to read as follows:

304.14 Insect Screens. During the period from January 1st to December 31st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human

consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(e) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This Ordinance shall become effective upon second reading.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:
Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-074 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Code, Division 8, Sec. 5-171, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-074 amend Sec. 5-171. Adoption; conflicting provisions 2009 Energy Conservation Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-074

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5,
Buildings and Building Regulations, Article II, Building and Technical Code, Division 8,
Sec. 5-171, Adoption; conflicting provisions*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article II, Building and Technical Code, Division 8, Sec. 5-171, Adoption; conflicting provisions, is amended to read as follows:

Sec. 5-171. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the International Energy Conservation Code ~~2006~~ **2009** edition as adopted by the South Carolina Building Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision concerning the qualification, removal, dismissal and duties of the building official or any other city employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-075 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-075 amend Sec. 5-191, Adoption; conflicting provisions 2015 Residential Building Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-075

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of the City of Columbia, South Carolina Chapter 5, Article II, Building and Technical Codes, Division 9, International Residential Code for One- and Two- Family Dwellings, Sec. 5-191, Adoption; conflicting provisions, is amended to read as follows:

Sec. 5-191. Adoption; conflicting provisions.

(a) There is hereby adopted by and for the city the 2012 ~~2015~~ International Residential Code for One- and Two-Family Dwellings as adopted and modified by amendment of the South Carolina Building Code Council, which code is published separately in book form and is adopted by reference as though copied fully in this section, as published by the International Code Council, Inc. Specifically excluded from the adoption of the International Residential Code for One- and Two- Family Dwellings referenced herein are Sections R103 in its entirety and its subsections (enumerated as Sections R103.1, R103.2, and R103.3) and R104.8. Any other provision not specifically excluded above which concerns the qualification, removal, dismissal and duties of the building official or any other city official or employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

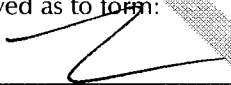
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-076 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-076 amend Sec. 9-61, Adoption 2015 Fire Prevention Code (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-076

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption, is amended to read as follows:

Sec. 9-61. Adoption.

(a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the ~~2012~~ **2015** Edition of the International Fire Code as adopted and modified by amendment of the South Carolina Building Code Council and published by the International Code Council, Inc., Section 103 and its subsections (enumerated as Sections 103.1, 103.2, 103.3, 103.4 and 103.4.1) are expressly excluded from the Code of Ordinances of the City of Columbia.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling, unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Ordinance No.: 2016-085 - Annexing 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area), Richland County TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31 and 25815-01-29

PRESENTER: Krista Hampton

FINANCIAL IMPACT:

The Park- Phase 3: 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area) TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29

Council District: 4

Proposal: Annex, assign interim Urban Edge Residential Large Lot (UER-2) Land Use Classification and interim zoning of PUD-R. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned PDD by Richland County.

Applicants: Carolyn Walden Baxley, Christian B. Baxley, Devang Mehta, Alicia Mehta, Omar Torres, Madisa Torres, Loren P. Romeus, Bettina L. Romeus, Elaina N. Miller, Lamont Miller, Two Parks LLC

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

PC Recommendation: 05/02/16: Annex, Assign Interim Land Use and Interim Zoning; Approve (8-0)

ATTACHMENTS:

- FT-ANNEX-ThePark_Phase3 (PDF)
- 2016-085 annex Woodcreek Ph 3 (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

**ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND
INTERIM ZONING MAP AMENDMENT CASE SUMMARY
THE PARK- PHASE 3: 1286 BEECHFERN CIRCLE, 1291 BEECHFERN CIRCLE, 1335
BEECHFERN CIRCLE, 1340 BEECHFERN CIRCLE, 1341 BEECHFERN CIRCLE,
DETENTION POND, 40 FOOT BUFFER, 1311 BEECHFERN CIRCLE, 1292
BEECHFERN CIRCLE (OPEN AREA)
TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20,
25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29**

Council District:	4	
Proposal:	Annex, assign interim Urban Edge Residential Large Lot (UER-2) Land Use Classification and interim zoning of PUD-R. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned PDD by Richland County.	
Applicants:	Carolyn Walden Baxley, Christian B. Baxley, Devang Mehta, Alicia Mehta, Omar Torres, Madisa Torres, Loren P. Romeus, Bettina L. Romeus, Elaina N. Miller, Lamont Miller, Two Parks LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	05/02/16: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (8-0)
Annexation, 1st Reading: PH	09/20/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading: PH	10/04/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: PH	11/15/16: Confirm Land Use Classification	PENDING
Map Amendment: ZPH	11/15/16: Confirm Zoning	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.82 acres
Current Use: Residential lots
Proposed Use: Residential lots
Reason for Annexation: Secondary / Municipal Services
Urban Service Area: Secondary
Current Richland County Land Use Classification: Neighborhood (Medium Density)
Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Richland County Zoning: Planned Development District (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 annexations and assumed development will result in an increase number of calls for services and will cost the CPD **\$213.93** annually to provide service.

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

At this time the property is undeveloped and no service cost would occur. The cost associated with solid waste service for these properties is **\$187.0** annually per household upon completion.

Engineering

Because water and sewer lines currently exist in this area and the developer has already installed new infrastructure at the time of development, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. There is a tap fee for the property owner when developing a vacant residential lot.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue after annexation of these properties will generate approximately **\$2,802.97**. Note six of the lots are residential, while five of the lots are outlots with a value of \$500.

*Estimated City Tax Revenue calculated as: $(\text{Tax Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0981) - (\text{Tax Value} \times \text{Local Option Sales Tax Credit } (.002))$.

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 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 need to be accomplished 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

Staff recommends that the subject parcel be designated Urban Edge Residential Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the City's 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

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 parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Development District (PDD) by Richland County, and surrounding parcels are currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are zoned Planned Unit Development – Residential District (PUD-R).

The proposed City of Columbia zoning district is Planned Unit Development – Residential District (PUD-R).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall

consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Recommend to City Council annex said land with interim UER-2 land use classification and interim zoning of PUD-R.

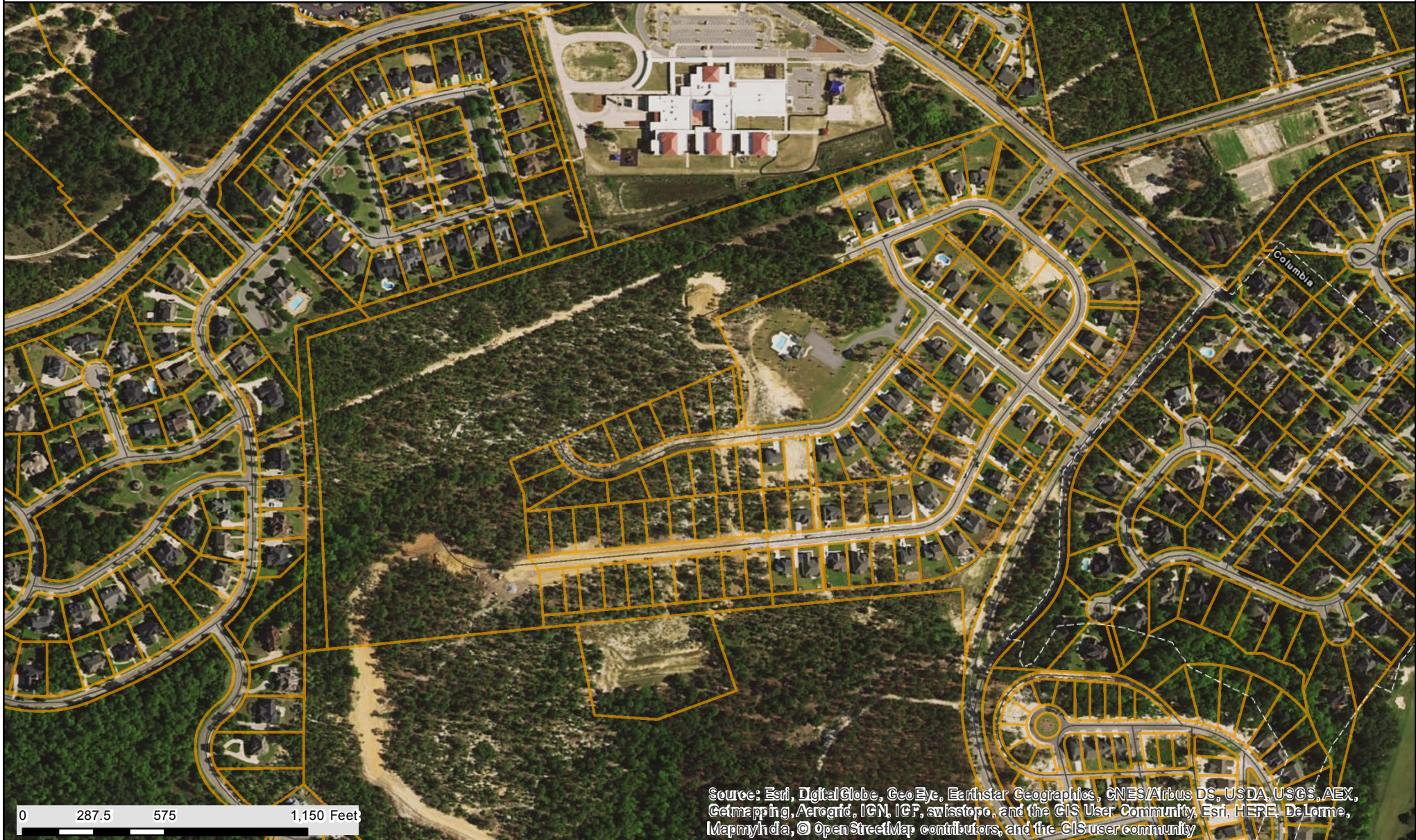
City of Columbia

The Park: Phase 3

29.a



Thursday, August 18, 2016



0 287.5 575 1,150 Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



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Packet Pg. 181

Future Land Use Map

Department of Planning & Development Services

The Park- Phase 3: 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area); TMS#: 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29; Existing Richland County FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

29.a

Legend



- 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



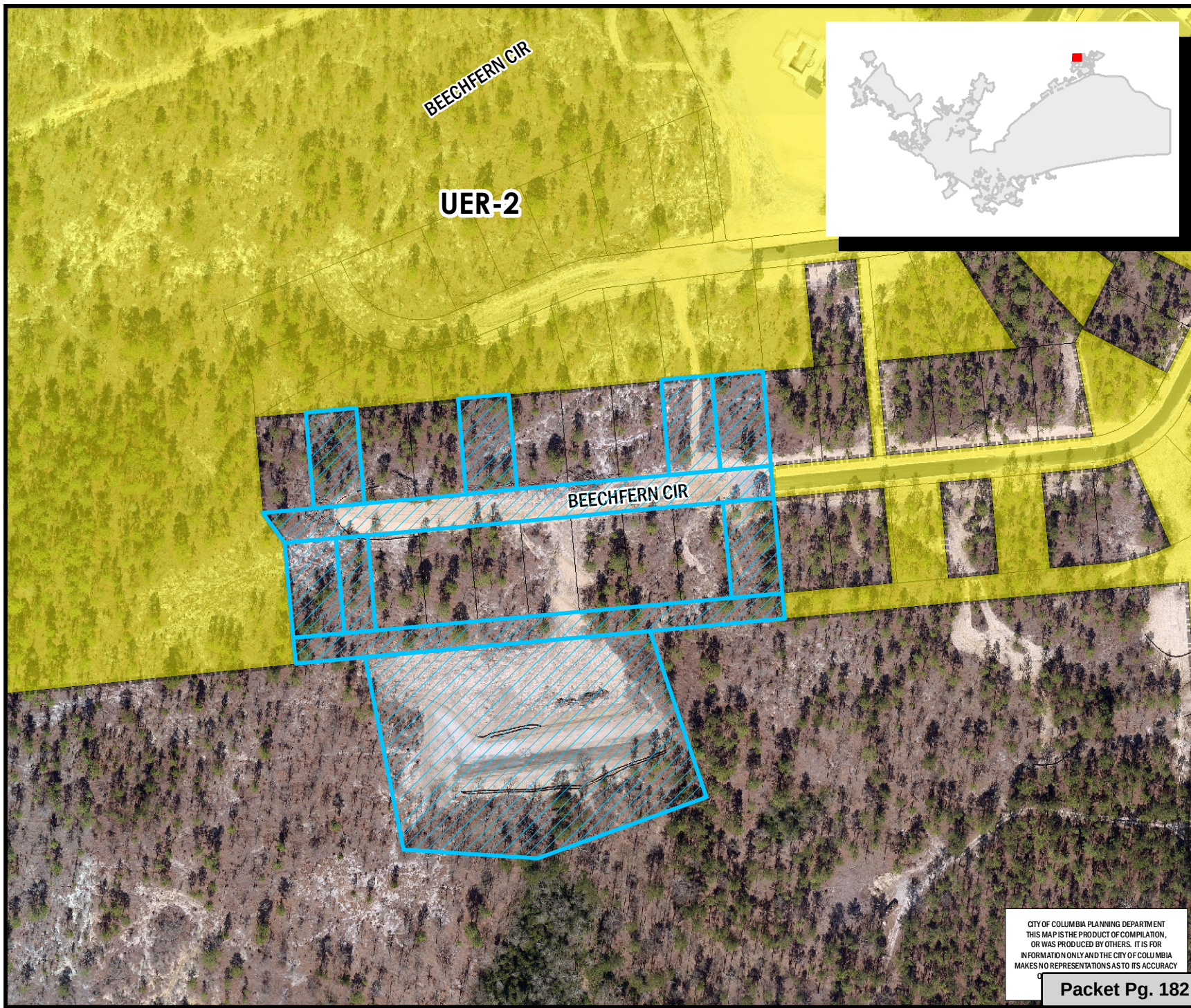
0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
August 16, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 182

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

The Park- Phase 3: 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area); TMS#: 25815-01-30, 25815-02-34, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29;
Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R

29.a

Legend

 CITY LIMITS

 PARCELS

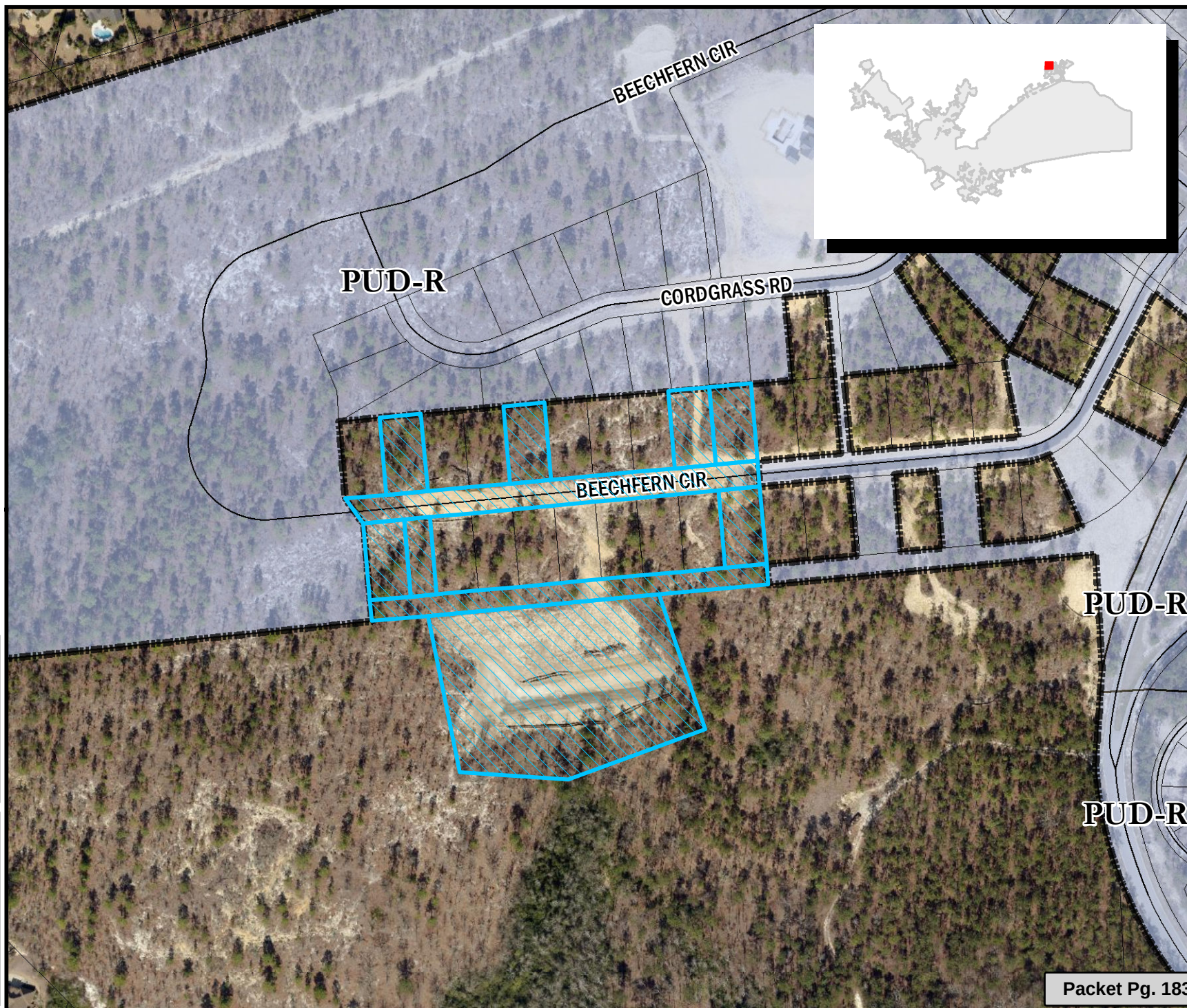
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
August 16, 2016

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ORDINANCE NO.: 2016-085

Annexing 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area), Richland County TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31 and 25815-01-29

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of PUD-R (Planned Unit Development – Residential District), apportioned to City Council District 4, Census Tract 114.07, contains 6.82 acres, and shall be assigned an interim land use classification of Urban Edge Residential – Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21
25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06,
25815-02-31 and 25815-01-29

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2016-085

All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Lot 67 on a Bonded Plat of Woodcreek Farms Areas, Section A-11, The Park-Phase 3-A by Belter & Associates, Inc. dated June 16, 2015, as revised, and recorded September 9, 2015 in the Office of the ROD for Richland County in Record Book 2057 at Page 671. Reference being made to said plat for a complete and accurate description thereof.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Lot 75 on a Bonded Plat of Woodcreek Farms Areas, Section A-11, The Park-Phase 3-A by Belter & Associates, Inc. dated June 16, 2015, as revised, and recorded September 9, 2015 in the Office of the ROD for Richland County in Record Book 2057 at Page 671, the plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Lot 77 on a Bonded Plat of Woodcreek Farms Areas, Section A-11 The Park-Phase 3-A by Belter & Associates, Inc. dated June 16, 2015, as revised, and recorded September 9, 2015 in the Office of the ROD for Richland County in Record Book 2057 at Page 671. Being shown on a more recent plat as Lot 77, Woodcreek Farms Area A-11, The Park, Phase 3-A, prepared for Devang Mehta and Alicia Mehta by Inman Land Surveying Company, Inc. dated January 4, 2016, to be recorded. Plat being incorporated by reference for a more complete and accurate description of the property.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Detention Pond Parcel, 40' Buffer, Beechfern Circle 50' R/W, Lot 80, and Open Area (Detention Pond Access) on a plat prepared for Woodcreek Farms Area A-11 The Park – Phase 3-A dated June 16, 2015, last revised July 15, 2015, and recorded on September 9, 2015 in the Office of the Register of Deeds for Richland County in Book 2057 Page 671, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Lot 84 on a Bonded Plat of Woodcreek Farms Areas, Section A-11, The Park-Phase 3-A by Belter & Associates, Inc. dated June 16, 2015, as revised, and recorded September 9, 2015 in the Office of the ROD for Richland County in Record Book 2057 at Page 671, the plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown and delineated as Lot 85 on a Bonded Plat of Woodcreek Farms Areas, Section A-11, The Park-Phase 3-A by Belter & Associates, Inc. dated June 16, 2015, as revised, and recorded September 9, 2015 in the Office of the ROD for Richland County in Record Book 2057 at Page 671, the plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 18, 2016

RE: **Property Address:** The Park, Phase Three

Richland County TMS: 25815-01-19, 25815-01-20, 25815-01-21, 25815-01-22, 25815-01-23, 25815-01-24, 25815-01-25, 25815-01-26, 25815-01-27, 25815-01-28, 25815-01-29, 25815-01-30, 25815-02-26, 25815-02-27, 25815-02-28, 25815-02-29, 25815-02-30, 25815-02-31, 25815-02-32, 25815-02-33, 25815-02-34, 25815-02-35, and 25815-05-06

Owner(s):

Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; Romeus Loren P & Bettina L, /JTWRS, 1340 Beechfern Cir., Elgin, SC 29045; Ulven Jonathan, 1334 Beechfern Cir., Elgin, SC 29045; Lavigne Nancy N., 1328 Beechfern Cir., Elgin, SC 29045; Gomez, Jorge A. & Maria C., /JTWRS, 1322 Beechfern Cir., Elgin, SC 29045; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; Baxley Carolyn Walden &, /Christian B. JTWRS, 1286 Beechfern Cir., Elgin, SC 29045; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; Torres Omar & Madisa, 1335 Beechfern Cir, Elgin, SC 29045; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045; Mehta Devang & Alicia, /JTWRS, 1291 Beechfern Cir., Elgin, SC 29045; NVR Inc., 7 Technology Cir. STE 150, Columbia, SC 29203; Two Parks, LLC 1712 Woodcreek Farms Rd, Elgin, SC 29045

Current Use: Undeveloped

Proposed Use: Residential

Current County Land Use: Neighborhood (Medium Density)

Proposed Land Use: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: PDD

Proposed City Zoning: PUD-R

Reason for Annexation: Secondary / Municipal Services

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 **May, 2016** 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.

(Continued on next page)

/dle

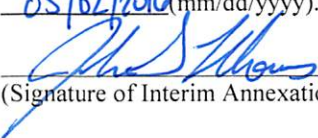
Attachments

cc: S. Allison Baker, Sr. Assistant City Manager
 William Holbrook, Police Chief
 Teresa Knox, City Attorney
 Dana Higgins, City Engineer
 Krista Hampton, Planning & Development Services
 Deborah Livingston, Community Development Director
 Roger Myers, Business License Administrator
 Angela Adams, Water Customer Service
 Jerry Thompson, Building Official
 Susan Leitner, Engineering
 Denny Daniels, Engineering
 Carolyn Wilson, Police Planning & Research
 Alfreda Tindall, Richland County 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Utilities and Engineering
 Robert Anderson, Public Works Director
 Jeff Palen, Finance Director
 George Adams, Fire Marshal
 Brian Cook, 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 Zoning Recommendation: PUD-R (Zoning classification) by 8-0 on 05/02/2016 (mm/dd/yyyy).

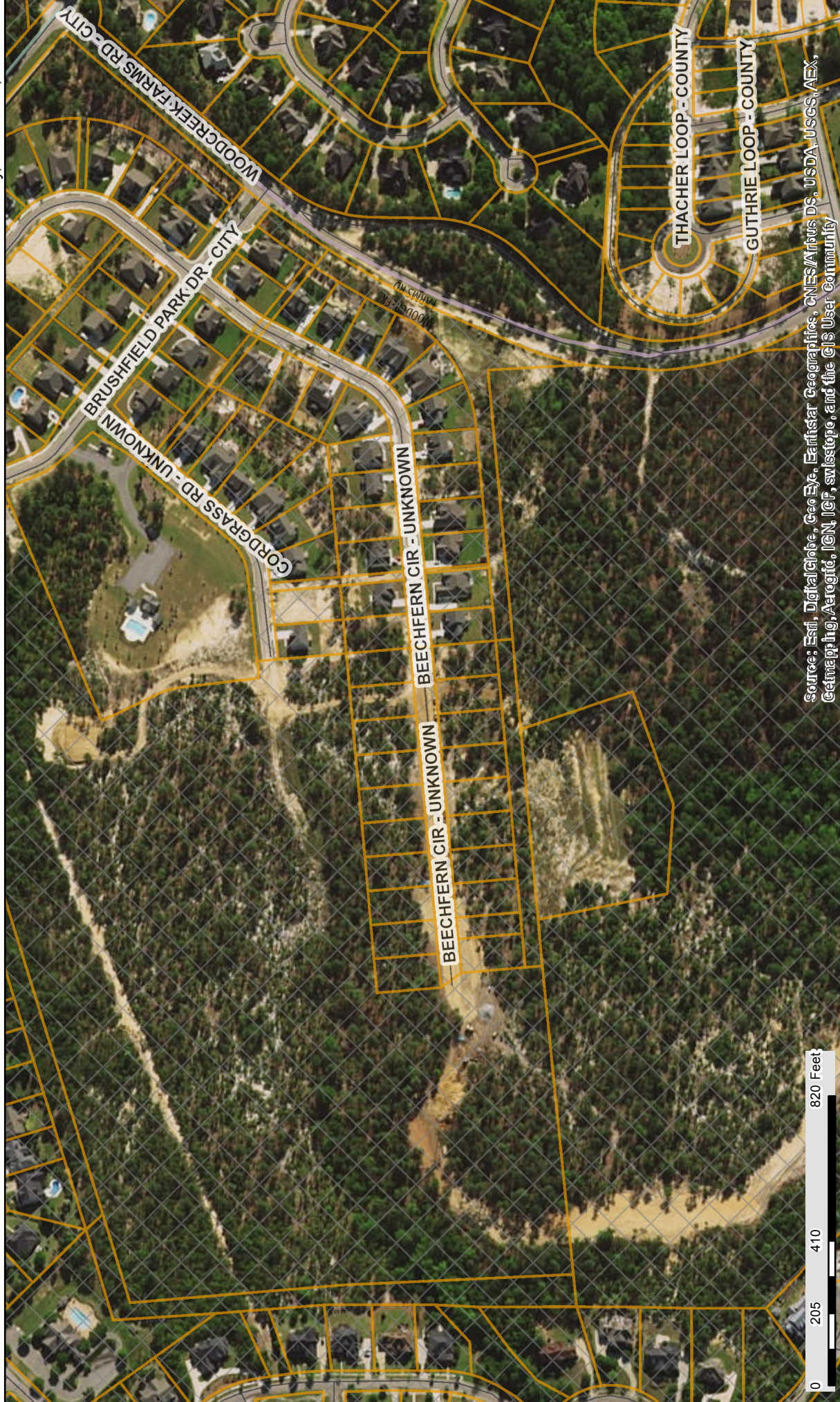
Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 8-0 on 05/02/2016 (mm/dd/yyyy).


 (Signature of Interim Annexation Coordinator)

City of Columbia

The Park Phase 3A

Thursday, March 24, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

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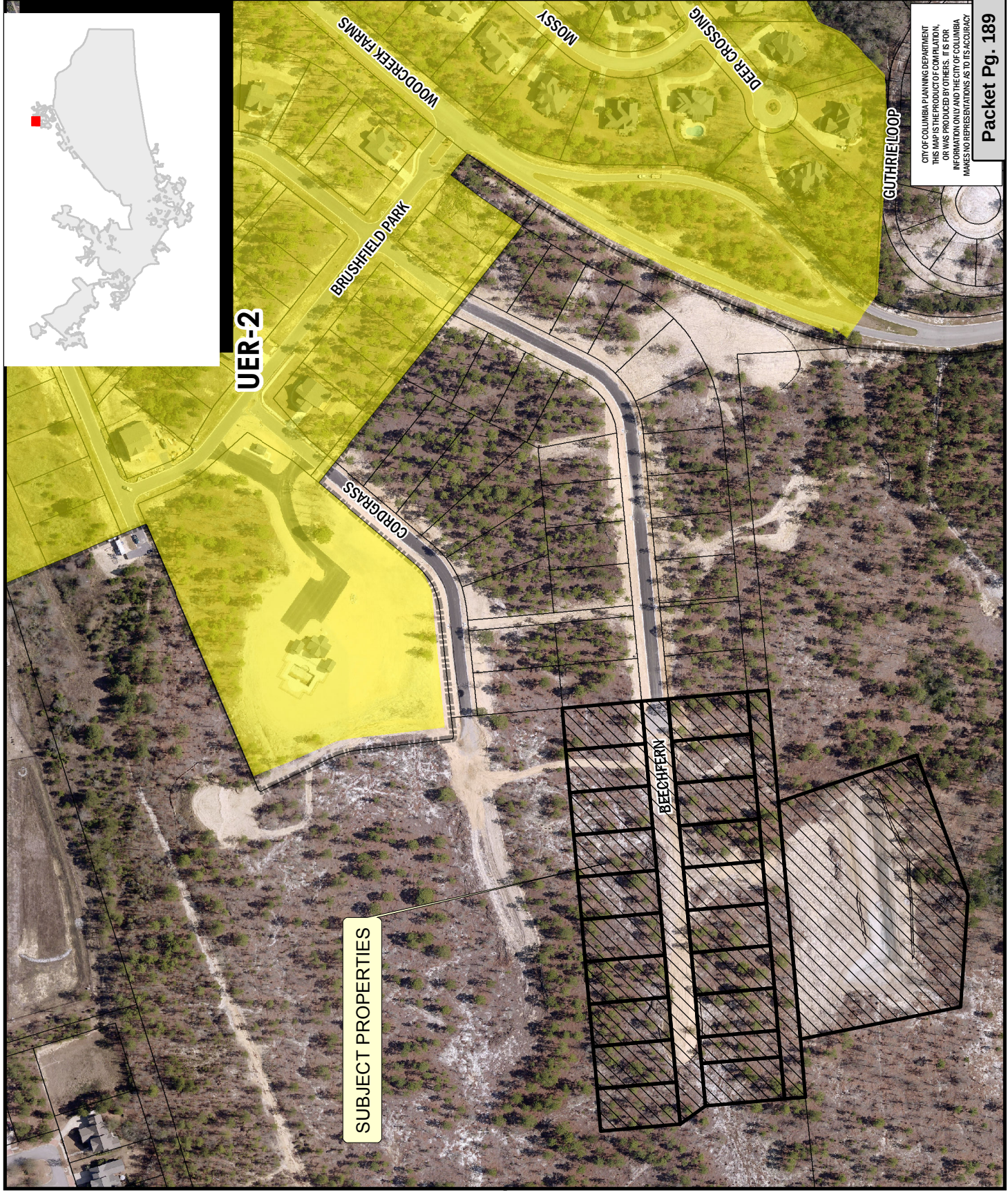
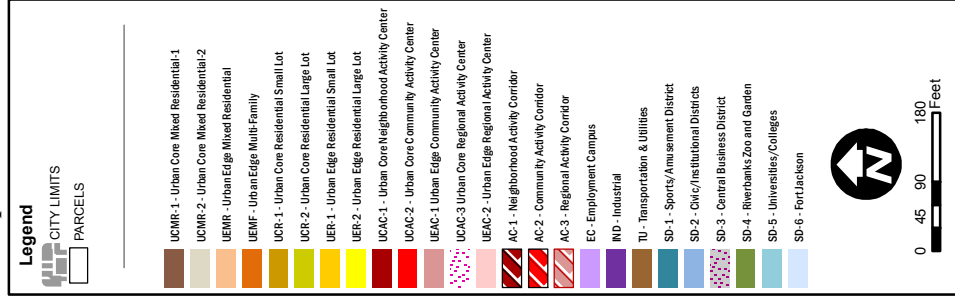


Future Land Use Map

The Park Phase Three A. Interim FLU:

29.b

Department of Planning & Development Services



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Packet Pg. 189

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

The Park, Phase Three A

ZONING: Existing: PDD (County); Proposed: Interim PUD-R (City)

29.b

 CITY LIMITS

 PARCELS

 D-1

 RS-1

 RS-1A

 RS-1B

 RS-2

 RS-3

 RD

 RD-2

 M-2

 RG-1

 RG-1A

 RG-2

 RG-3

 UTD

 MX-1

 MX-2

 C-1

 C-2

 C-3

 C-3A

 C-4

 C-5

 M-1

 M-2

 PUD-C

 PUD-LS

 PUD-LS-E

 PUD-LS-R

 PUD-R

 OUT OF CITY

 Ft Jackson Overlay



0

30

60

120

Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Ahmed Abdullah
March 22, 2016

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia

Packet Pg. 190

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Fee: \$0.00

County Tax: \$0.00

Notice
State Tax: \$0.00

2016045065

John T. Hopkins II

Richland County R.O.D.

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 any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 75 on a Bonded Plat of Wood creek Farms Area, Section A-ii, "The Park- Phase 3-A, by Belter & Associates, Inc., dated June 16, 2015, as revised, and recorded September 9, 2015, in the Office of the ROD for Richland County Record Book 2057 at Page 671, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

Richland County TMS: 25815-01-30

Property Address: 1286 Beechfern Circle


CAROLYN WALDEN BAXLEY

Date: 5/28/16


CHRISTIAN B. BAXLEY

Date: 5/28/16

[illegible]

*copy
recorded
book 2129 pg 3804*

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 any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 77 on a Bonded Plat of Woodcreek Farms Area, Section A-11, "The Park" - Phase 3-A, by Belter & Associates, Inc., dated June 16, 2015, as revised, and recorded September 9, 2015, in the Office of the ROD for Richland County Record Baal< 2057 at Page 671. Being shown on a more recent plat as Lot 77, Wood creek Farms, Area A-11 "The Park" Phase 3-A, prepared for Devang Mehta and Alicia Mehta by Inman Land Surveying Company, Inc., dated January 4, 2016, to be recorded. Plat being incorporated by reference for a more complete and accurate description of the property.

Richland County TMS: 25815-02-34

Property Address: 1291 Beechfern Circle


DEVANG MEHTA

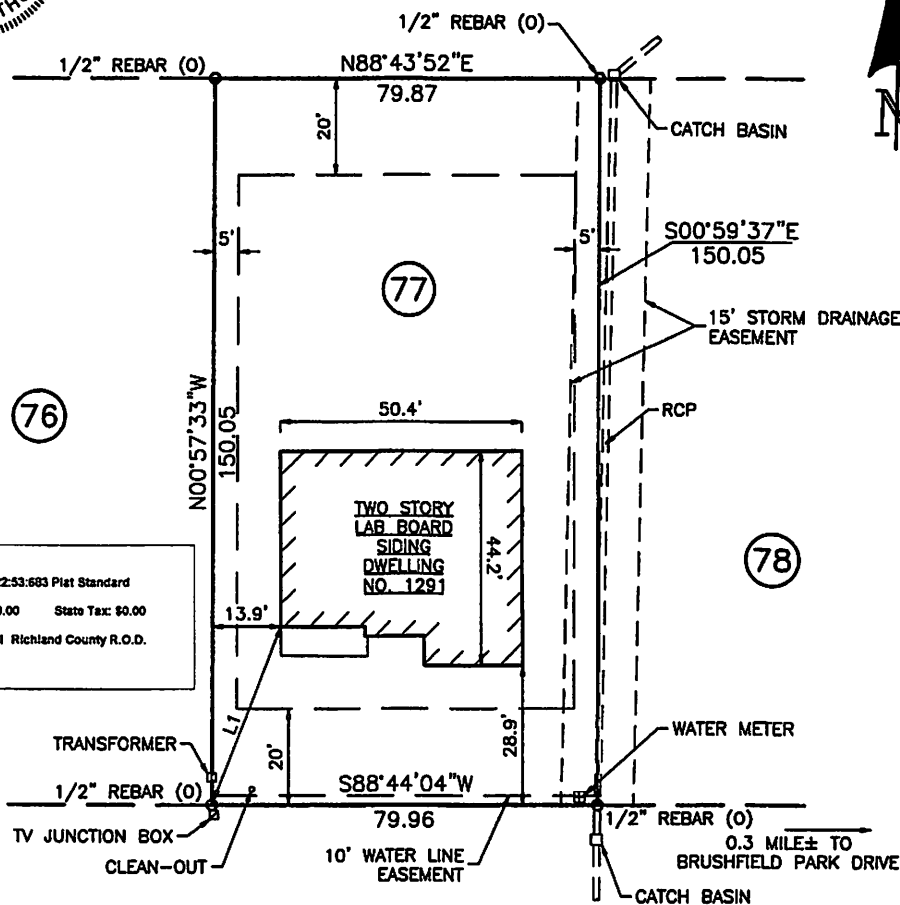
Date: 6/8/16


ALICIA MEHTA

Date: 6/9/16



NOW OR FORMERLY TWO PARKS, LLC



Book 2086-1060
2016005668 2/2/2016 15:22:53:663 Plat Standard
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00
2016005668 John T. Hopkins II Richland County R.O.D.

EASEMENT NOTE:
THERE IS A RESERVED 10' EXCLUSIVE CITY OF COLUMBIA WATER LINE EASEMENT FROM MAIN LINE TO SERVICE METER. THERE IS A RESERVED 10' EXCLUSIVE TO PALMETTO OF RICHLAND COUNTY ON SEWER SERVICE LINE FROM MAIN LINE TO CLEAN OUT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.41	S19°46'23"W

PLAT PREPARED FOR:

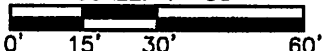
DEVANG MEHTA & ALICIA MEHTA

RICHLAND COUNTY, NEAR COLUMBIA, SOUTH CAROLINA

DATE: JANUARY 4, 2016

PROJECT NO.: 15356-01

SCALE: 1"=30'



TOTAL AREA = 0.28 ACRE
RATIO OF PRECISION = 1/10,000
AREA BY COORDINATE METHOD

REFERENCES:

THE SAME BEING SHOWN AND DESIGNATED AS LOT NO. 77, ON BONDED PLAT OF THE WOODCREEK FARMS, AREA A-11, "THE PARK", PHASE 3-A, BY BELTER & ASSOCIATES, INC., DATED JUNE 16, 2015, REVISED JULY 15, 2015 AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2057, PAGE 671.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A SURVEY OF AN EXISTING LOT OF RECORD WITH NO CHANGES TO EXISTING LOT LINES.

Richard P. Inman
RICHARD P. INMAN, P.L.S. NO. 13385

NOTES:

1. THIS PROPERTY IS POSSIBLY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
2. THIS PROPERTY MIGHT HAVE UNDERGROUND UTILITIES THAT ARE NOT VISIBLE AT THE SURFACE.
3. NO FLOOD ZONE INSPECTION AT THIS TIME.

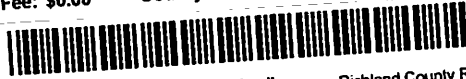
INMAN LAND SURVEYING COMPANY, INC.

2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201
PHONE 252-1797 FAX 252-1798

Fee: \$0.00

County Tax: \$0.00

State Tax: \$0.00



2016045066

John T. Hopkins II

Richland County R.O.D.

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 any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 84 on a Bonded Plat of Wood creek Farms Area, Section A-II, "The ParkPhase 3-A, by Belter & Associates, Inc., dated June 16, 2015, as revised, and recorded September 9, 2015, in the Office of the ROD for Richland County Record Book 2057 at Page 671, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

Richland County TMS: 25815-02-27

Property Address: 1335 Beechfern Circle

Omara Torres
OMAR TORRES

Date: 5/27/16

Madisa Torres
MADISA TORRES

Date: 5/27/16

[illegible]

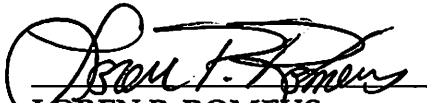
STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF RICHLAND)

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.

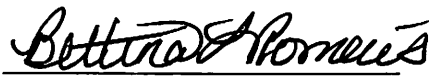
Property Description: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 67 on a Bonded Plat of Woodcreek Farms Area A-11 "The Park" - Phase 3-A, by Belter & Associates, Inc., dated June 16, 2015, as revised, and recorded September 9, 2015, in the Office of the ROD for Richland County in Record Book 2057 at page 671. Reference being made to said plat for a complete and accurate description thereof.

Richland County TMS: 25815-01-21

Property Address: 1340 Beechfern Circle


 LOREN P. ROMEUS

Date: 6/5/16


 BETTINA L. ROMEUS

Date: 6/5/16

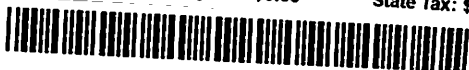
Book 2129-3808

2016052161 07/18/2016 11:52:04:150

Fee: \$0.00

County Tax: \$0.00

Notice
 State Tax: \$0.00



2016052161

John T. Hopkins II

Richland County R.O.D.

[illegible]

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 that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 85 on a Bonded Plat of Woodcreek Farms Area, Section A-11, "The Park" - Phase 3-A, by Belter & Associates, Inc., dated June 16, 2015, as revised, and recorded September 9, 2015, in the Office of the ROD for Richland County Record Book 2057 at Page 671, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

Richland County TMS: 25815-02-26

Property Address: 1341 Beechfern Circle

Elaina N. Miller
 ELAINA N. MILLER

Date: 25 May 2016

Lamont Miller
 LAMONT MILLER

Date: May 25, 2016

Book 2122-2334

2016045068 06/20/2016 13:40:48:377

Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00



2016045068 John T. Hopkins II Richland County R.O.D.

CITY FILE# 222-252-144-1064		BONDED PLAT OF		WOODCREEK FARMS AREA A-11		"THE PARK" - - PHASE 3-A		NEAR COLUMBIA, S.C.		RICHLAND COUNTY	
SHEET		1 OF 1		DATE: 06-16-2015		DRAWN: WMB		CHECKED: C. BRADLEY, JR.		PLANE: 1	
144 FARMGATE BLVD.		RMO, S.C. 29063		144 FARMGATE BLVD.		RMO, S.C. 29063		144 FARMGATE BLVD.		RMO, S.C. 29063	
BETTER & ASSOCIATES, INC.		PROFESSIONAL LAND SURVEYORS		BETTER & ASSOCIATES, INC.		PROFESSIONAL LAND SURVEYORS		BETTER & ASSOCIATES, INC.		PROFESSIONAL LAND SURVEYORS	
NO. DATE		PAGE		PLAT BOOK		REVISION		BY		REVISION	
1 07-10-15		1				RECEIVED PER CITY OF COLUMBIA COMMENTS		CMB			
2 07-15-15		2				RECEIVED PER RICHLAND COUNTY COMMENTS		CMB			



copy

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 that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Detention Pond Parcel, 40' Buffer, Beechfern Circle 50' R/W, Lot 80, and Open Area (Detention Pond Access) on a plat prepared for Woodcreek Farms Area A-11 The Park - Phase 3-A dated June 16, 2015, last revised July 15, 2015, and recorded on September 9, 2015 in the Office of the Register of Deeds for Richland County in Book 2057 Page 671.

Richland County TMS: 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29
 Property Addresses: Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area)

Two Parks LLC

BY:

Signature

H. P. C. C. C.
 (Print or Type Name)

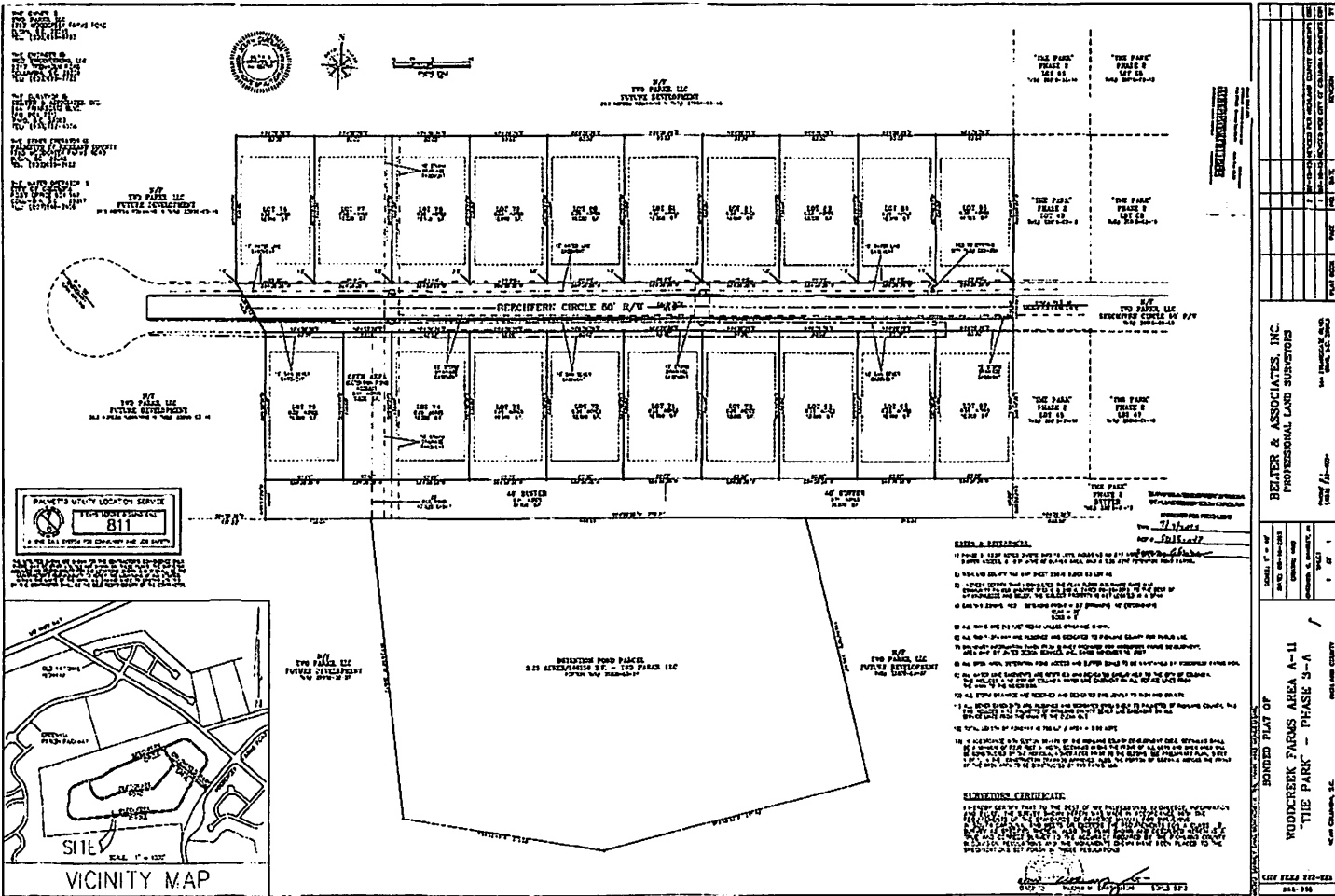
Date:

8-9-16

Its:

(Print or Type Title)

Mayor - Manker





We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Ordinance No.: 2016-086 - Annexing 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle, Richland County TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11 and 25815-01-05

PRESENTER: Krista Hampton

FINANCIAL IMPACT:

The Park- Phase 2: 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle; TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05

Council District: 4

Proposal: Annex, assign interim Urban Edge Residential Large Lot (UER-2) Land Use Classification and interim zoning of PUD-R. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned PDD by Richland County.

Applicants: Lara M. Druffner, Thomas C. Druffner, Clarence P. Toland, Arleatha M. Toland, NVR, Inc., June M. Harper, June Marie Rodriguez, Andre L. Walker, Kristy M. Walker, Gopu Rajasekharan, Varsha Pankajakshan, Invested Properties, LLC, Michael J. L. Vantooren

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

PC Recommendation: 04/04/16: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)

ATTACHMENTS:

- FT-ANNEX-The Park_Phase 2 (part 2) (PDF)
- 2016-086 annex The Park Ph 2 Woodcreek (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY THE PARK- PHASE 2: 509 CORDGRASS ROAD, 521 CORDGRASS ROAD, 531 CORDGRASS ROAD, 1347 BEECHFERN CIRCLE, 1361 BEECHFERN CIRCLE, 1367 BEECHFERN CIRCLE, 1378 BEECHFERN CIRCLE, 1412 BEECHFERN CIRCLE; TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05

Council District:	4	
Proposal:	Annex, assign interim Urban Edge Residential Large Lot (UER-2) Land Use Classification and interim zoning of PUD-R. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned PDD by Richland County.	
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Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	04/04/16: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (7-0)
Annexation, 1 st Reading: PH	09/20/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading	10/04/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading: PH	11/15/16: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	12//2016: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading: ZPH	11/15/16: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	12//2016: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.66 acres

Current Use: Residential lots

Proposed Use: Residential lots

Reason for Annexation: Secondary / Municipal Services

Urban Service Area: Secondary

Current Richland County Land Use Classification: Neighborhood (Medium Density)

Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Richland County Zoning: Planned Development District (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 annexations and assumed development will result in an increase number of calls for services and will cost the CPD **\$106.24** annually to provide service.

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

At this time the property is undeveloped and no service cost would occur. The cost associated with solid waste service for these properties is **\$187.0** annually per household upon completion.

Engineering

Because water and sewer lines currently exist in this area and the developer has already installed new infrastructure at the time of development, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. There is a tap fee for the property owner when developing a vacant residential lot.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue after annexation of these properties will generate approximately **\$4,680.73**. Several of the lots annexed in this section currently have structures on them, while three lots are undeveloped. For lots undeveloped the average value of the developed lots was used to determine the estimate.

*Estimated City Tax Revenue calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002)).

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 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 need to be accomplished 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

Staff recommends that the subject parcel be designated Urban Edge Residential Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the City's 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

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 parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Development District (PDD) by Richland County, and surrounding parcels are currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are zoned Planned Unit Development – Residential District (PUD-R).

The proposed City of Columbia zoning district is Planned Unit Development – Residential District (PUD-R).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall

consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Recommend to City Council annex said land with interim UER-2 land use classification and interim zoning of PUD-R.

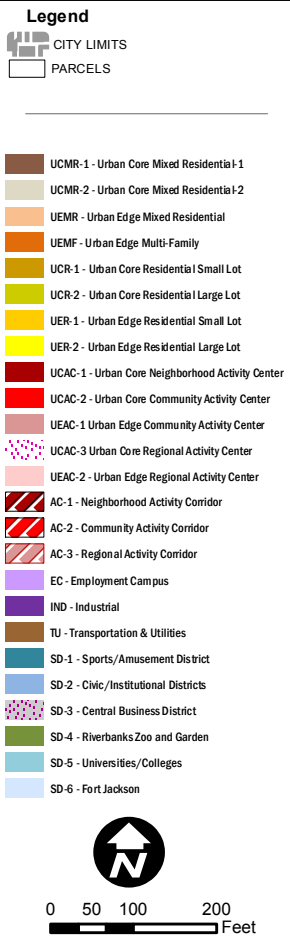


Future Land Use Map

Department of Planning & Development Services

The Park- Phase 2: 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle; TMS#: 25815-02-06, 25815-02-09, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05;
Existing Richland County FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

30.a

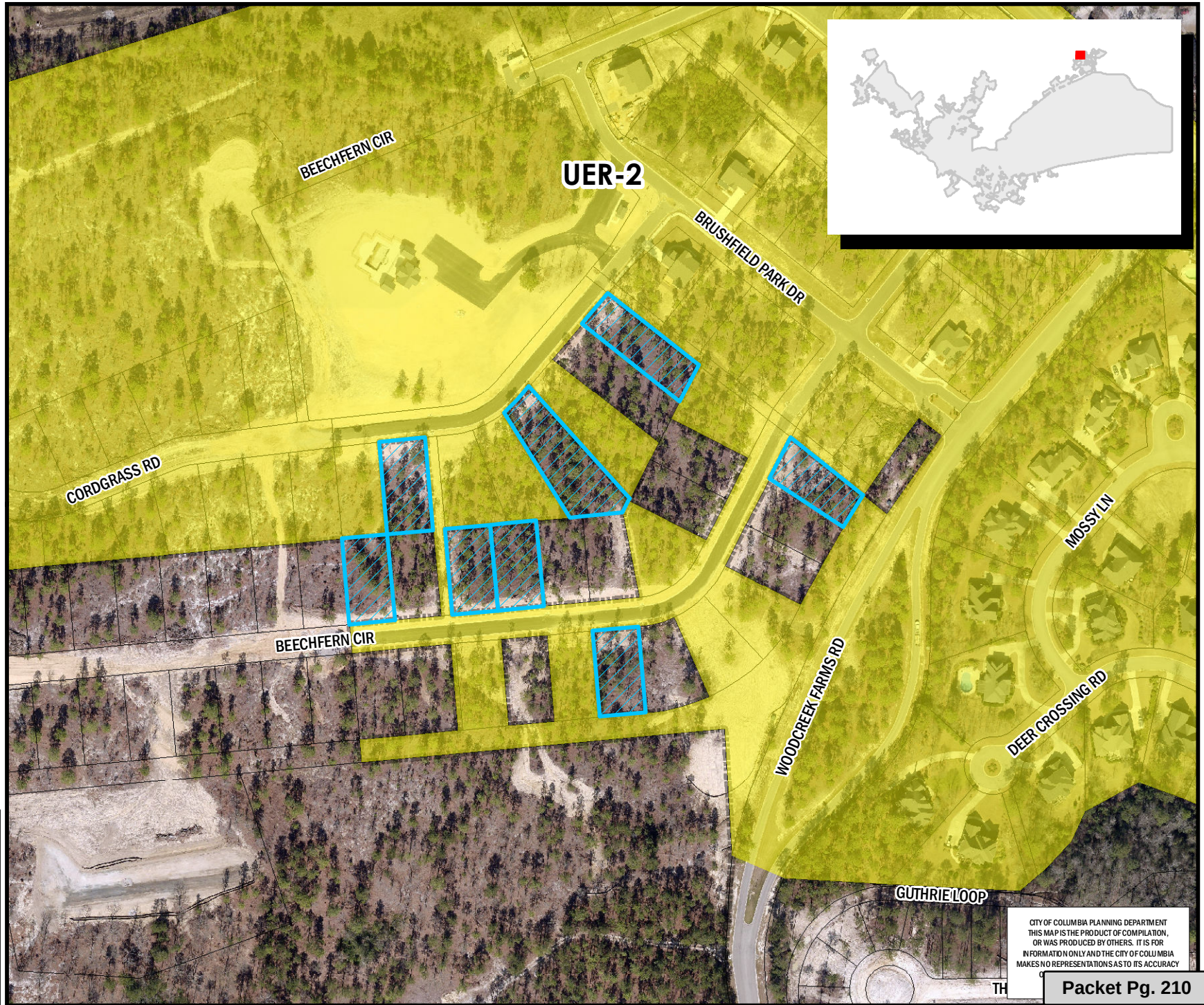


ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
August 16, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 210

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

Legend	
	CITY LIMITS
	PARCELS
	D-1
	RS-1
	RS-1A
	RS-1B
	RS-2
	RS-3
	RD
	RD-2
	RG-1
	RG-1A
	RG-2
	RG-3
	UTD
	MX-1
	MX-2
	C-1
	C-2
	C-3
	C-3A
	C-4
	C-5
	M-1
	M-2
	PUD-C
	PUD-LS
	PUD-LS-E
	PUD-LS-R
	PUD-R
	OUT OF CITY



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
August 16, 2016

DISCLAIMER:

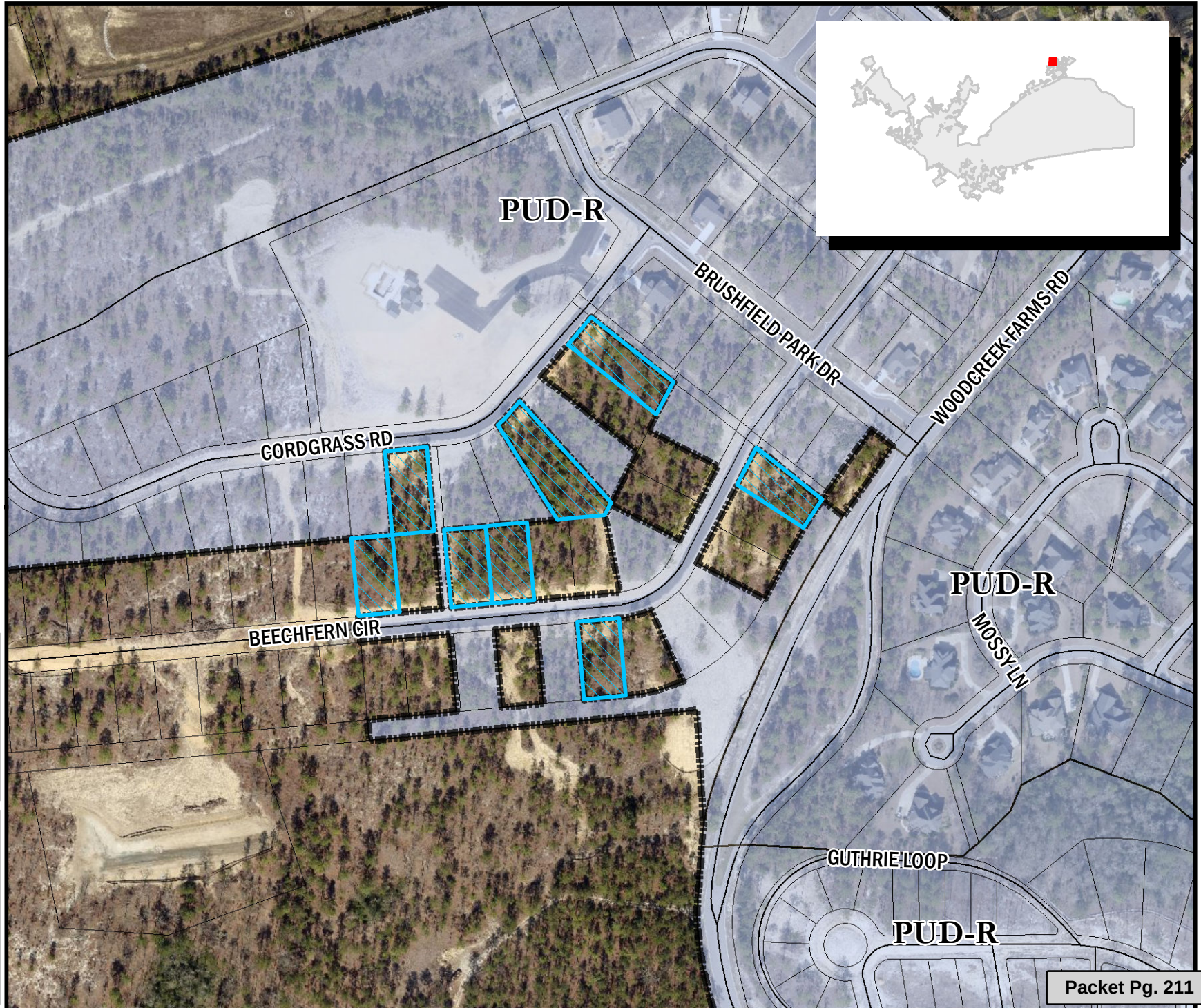
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia

The Park- Phase 2: 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle; TMS#: 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05; Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R

30.a



ORDINANCE NO.: 2016-086

Annexing 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle, Richland County TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11 and 25815-01-05

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of PUD-R (Planned Unit Development – Residential District), apportioned to City Council District 4, Census Tract 114.07, contains 2.66 acres, and shall be assigned an interim land use classification of Urban Edge Residential – Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11 and 25815-01-05

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

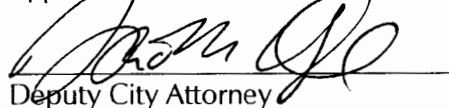
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2016-086

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.43 acres, more or less, being shown and delineated as Lot 59 on a Final Plat of Woodcreek Farms Section A-II, "The Park" – Phase 2, by United Design Services, Inc., dated November 7, 2012, last revised June 24, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1875, at Page 2256, and having such boundaries and measurements as are shown on said plat.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.47 acres, more or less, being shown and delineated as Lot 62 on a Final Plat of Woodcreek Farms Section A-II, "The Park"- Phase 2, by United Design Services, Inc., dated November 7, 2012, last revised June 24, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1875, at Page 2256, and having such boundaries and measurements as are shown on said plat.

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ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 49 on a Final Plat of Woodcreek Farms, Section A-11, "The Park"- Phase 2, by United Design Services, Inc., dated November 7, 2012, as revised, and recorded March 26, 2014, in the Office of the Register of Deeds for Richland County in Record Book 1934 at Page 3060, The Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, being shown and delineated as Lot 51 on a Final Plat of Woodcreek Farms Section A-II, "The Park"- Phase 2, by United Design Services, Inc., dated November 7, 2012, last revised June 24, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1875, at Page 2256, and having such boundaries and measurements as are shown on said plat.

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delineated as Lot 52 on a Final Plat of Woodcreek Farms, Section A-11, "The Park"- Phase 2 by United Design Services, Inc., dated November 7, 2012 as revised and recorded March 26, 2014, in the Office of the Register of Deeds for Richland County in Record Book 1934 at Page 3060, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 43 on a Final Plat of Woodcreek Farms, Section A-11, "The Park, Phase 2, " by United Design Services, Inc., dated November 7, 2012, as revised, and recorded March 26, 2014, in the office of the Register of Deeds for Richland County in Record Book 1934 at Page 3060, the Plat being incorporated herein by reference for a more complete and accurate description of the Property, all measurements being a little more or less.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.34 acres, more or less, being shown and delineated as Lot 37 on a Final Plat of Woodcreek Farms Section A-II, "The Park" – Phase 2, by United Design Services, Inc., dated November 7, 2012, last revised June 24, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1875, at Page 2256, and having such boundaries and measurements as shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 17, 2016

RE: **Property Address:** The Park, Phase Two Partial: 509 Cordgrass Road, 513 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1346 Beechfern Circle, 1347 Beechfern Circle, 1352 Beechfern Circle, 1353 Beechfern Circle, 1361 Beechfern Circle, 1366 Beechfern Circle, 1367 Beechfern Circle, 1373 Beechfern Circle, 1378 Beechfern Circle, 1379 Beechfern Circle, 1384 Beechfern Circle, 1398 Beechfern Circle, 1401 Beechfern Circle, 1404 Beechfern Circle, 1407 Beechfern Circle, 1412 Beechfern Circle.

Richland County TMS: 25815-02-06, 25815-02-07, 25815-02-09, 25815-02-13, 25815-01-17, 25815-02-15, 25815-01-16, 25815-02-16, 25815-02-17, 25815-01-13, 25815-02-18, 25815-02-19, 25815-01-11, 25815-02-20, 25815-01-10, 25815-01-07, 25815-02-22, 25815-01-06, 25815-02-23, 25815-01-05

Owner(s):

Lara M & Thomas C. Druffner, 509 Cordgrass Road, Elgin, SC 29045; Martin J. & Susan C. Keaney, 513 Cordgrass Road, Elgin, SC 29045; Clarence P. & Arleatha M. Toland, 521 Cordgrass Road, Elgin, SC 29045; NVR Inc, 7 Technology Circle, Suite 150, Columbia, SC 29203; Adam & Mary Lostetter, 1346 Beechfern Circle, Elgin, SC 29045; June Marie Rodriguez & June M. Harper, 1347 Beechfern Circle, Elgin, SC 29045; Tracey D. McDaniels & Scott Miller, 1352 Beechfern Circle, Elgin, SC 29045; Chandra A Stallworth & Charles Austin Sr, 1353 Beechfern Circle, Elgin, SC 29045; Andre L & Kristy M Walker, 1361 Beechfern Circle, Elgin, SC 29045; Ae Cha Chong, 1366 Beechfern Circle, Elgin, SC 29045; Gopu Rajasekharan & Varsha Pankajakshan, 1367 Beechfern Circle, Elgin, SC 29045; Steven & Angela D Oliphant, 1373 Beechfern Circle, Elgin, SC 29045; Invested Properties LLC, PO Box 290743, Columbia SC 29229; Asuncion Valentin, 1379 Beechfern Circle, Elgin, SC 29045; Brian J & Ashley Venable; 1384 Beechfern Circle, Elgin, SC 29045; Juan Manuel Flores Moreno & Leticia Ceballos Godefroy, 1398 Beechfern Circle, Elgin, SC 29045; Ethan W Bean & Kaitlyn M Vann Bean, 1401 Beechfern Circle, Elgin, SC 29045; David G. Thompson, 1404 Beechfern Circle, Elgin, SC 29045; Sundiata K Swinton, 1407 Beechfern Circle, Elgin, SC 29045; Michael J L & Tanja Vantooren, 1412 Beechfern Circle, Elgin, SC 29045.

Current Use:	Residential lots
Proposed Use:	Residential lots
Current County Land Use:	Neighborhood (Medium Density)
Proposed Land Use:	Urban Edge Res. -2 (UER-2)
Current County Zoning:	PDD
Proposed City Zoning:	PUD-R
Reason for Annexation:	Secondary / Municipal Services
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.

(Continued on next page)

Planning & Development Services staff placed the on April, 2016 Planning Commission's agenda and the Planning Commission provided a recommendation for the entire subdivision. At this time City Council will be considering only annexation of a portion of the subdivision at the September 20, 2016 City Council meeting. Council will consider the remaining properties at a future council meeting. 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.

/dle

Attachments

cc: S. Allison Baker, Sr. Assistant City Manager
William Holbrook, Police Chief
Teresa Knox, City Attorney
Dana Higgins, City Engineer
Krista Hampton, Planning & Development Services
Gloria Saaed, Community Development Director
Roger Myers, Business License Administrator
Angela Adams, Water Customer Service
Jerry Thompson, Building Official
Susan Leitner, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland County 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
Aubrey Jenkins, Fire Chief
Joseph Jacob, Utilities and Engineering
Robert Anderson, Public Works Director
Jeff Palen, Finance Director
George Adams, Fire Marshal
Brian Cook, 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 Zoning Recommendation: PUD-R (Zoning classification) by 7-0 on 04/04/16 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7-0 on 04/04/16 (mm/dd/yyyy).

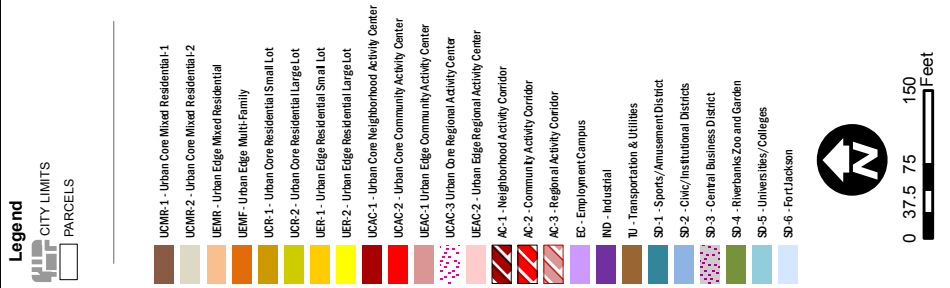

(Signature of Interim Annexation Coordinator)

Future Land Use Map

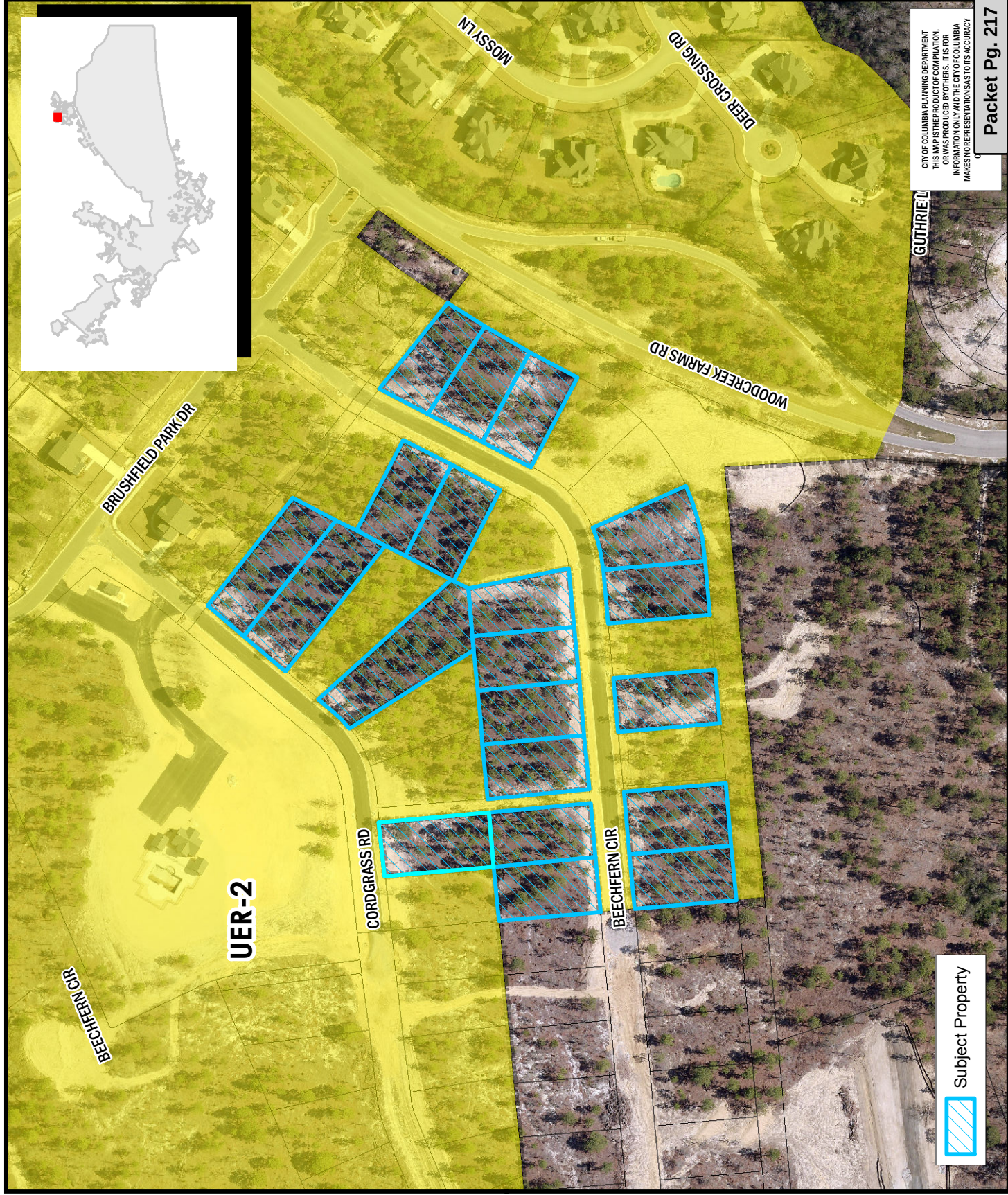
Department of Planning & Development Services

The Park- Phase 2 (partial); TMS#: 25815-02-06, 25815-02-07, 25815-02-09, 25815-02-13, 25815-01-17, 25815-02-15, 25815-01-16, 25815-02-16, 25815-02-17, 25815-01-13, 25815-02-18, 25815-02-19, 25815-01-11, 25815-02-20, 25815-01-07, 25815-02-22, 25815-01-06, 25815-02-23, 25815-01-05;
Existing Richland County FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

30.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh Deforth
August 16, 2016



Subject Property

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY.

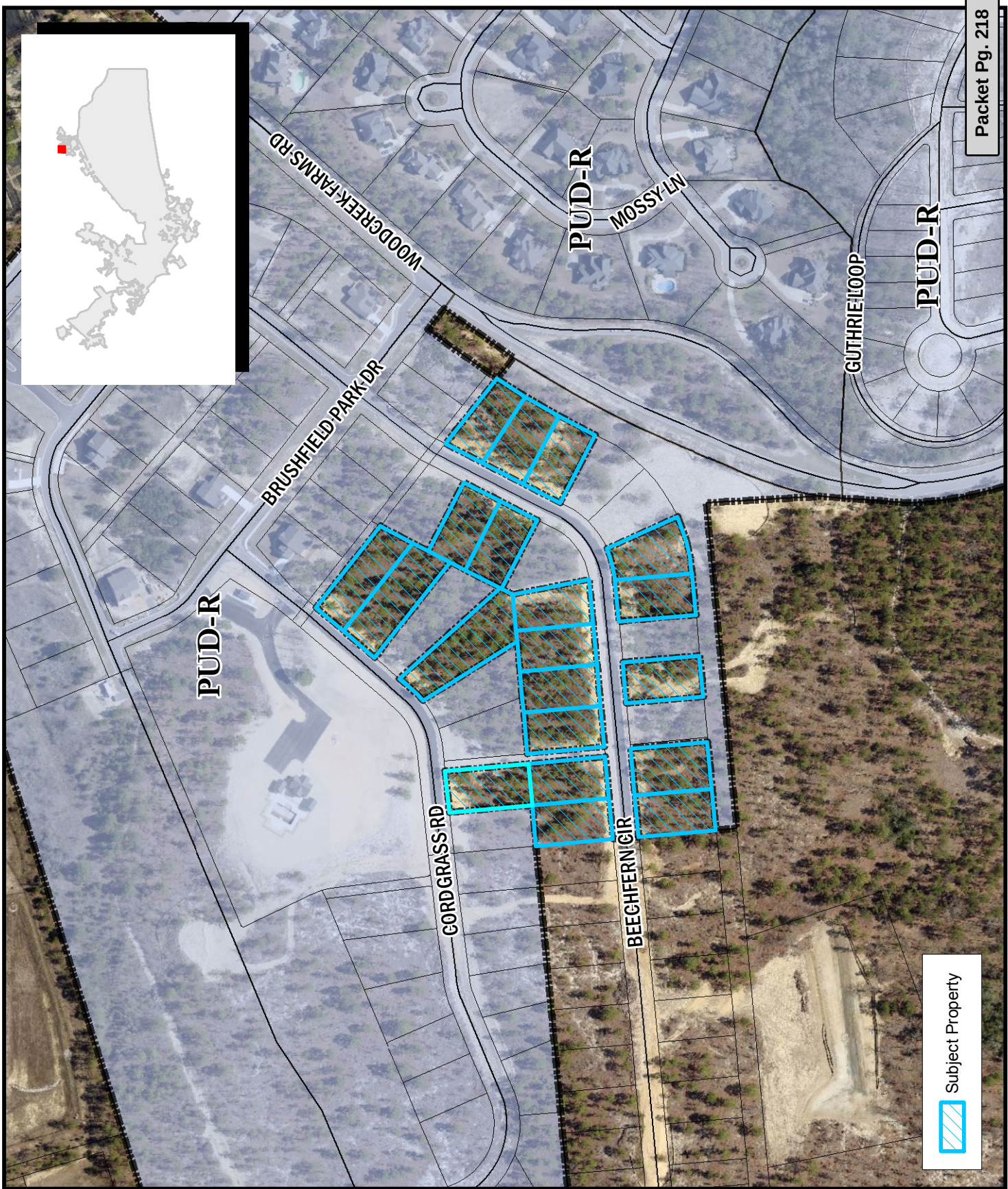
Zoning Map

Department of Planning & Development Services

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		

ORIGINAL PREPARATION/DATE:
 Leigh DeForth
 August 16, 2016



Subject Property

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

The Park- Phase 2 (partial); TMS#: 25815-02-06, 25815-02-07, 25815-02-09, 25815-02-13, 25815-01-17, 25815-02-15, 25815-01-25815-02-16, 25815-02-17, 25815-01-13, 25815-02-18, 25815-02-19, 25815-01-11, 25815-02-20, 25815-01-10, 25815-01-07, 25815-01-06, 25815-02-23, 25815-01-05; Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R

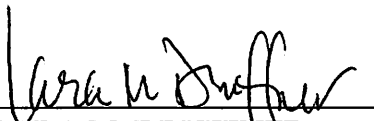
STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF RICHLAND)

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.

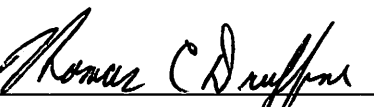
Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.43 acres, more or less, being shown and delineated as Lot 59 on a Final Plat of Woodcreek Farms Section A-II, "The Park" - Phase 2, by United Design Services, Inc., dated November 7, 2012, last revised June 24, 2013, recorded in the Office of the Register of Deeds for Richland County in Book 1875, at Page 2256, and having such boundaries and measurements as are shown on said plat.

Richland County TMS: 25815-02-06

Property Address: 509 Cordgrass Road


 LARA M. DRUFFNER

Date: 5-26-16


 THOMAS C. DRUFFNER

Date: 5-27-16

Book 2122-2326

2016045064 06/20/2016 13:40:48:067

Fee: \$0.00

County Tax: \$0.00

Notice

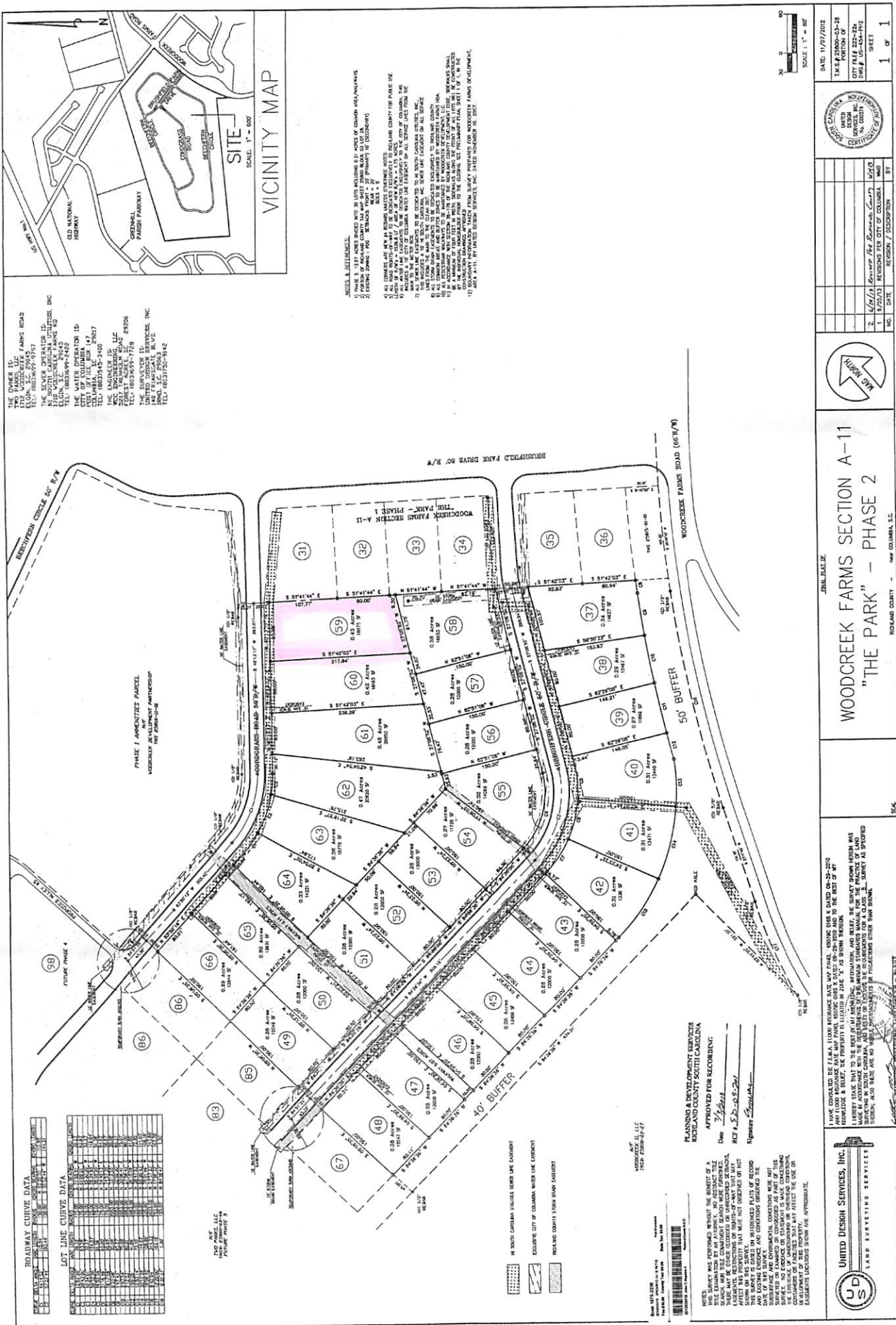
State Tax: \$0.00



2016045064

John T. Hopkins II

Richland County R.O.D.



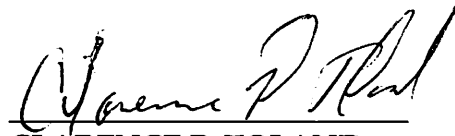
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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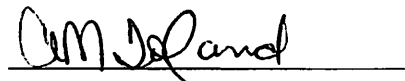
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Richland County TMS: 25815-02-09

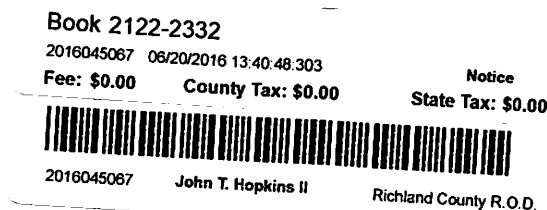
Property Address: 521 Cordgrass Road

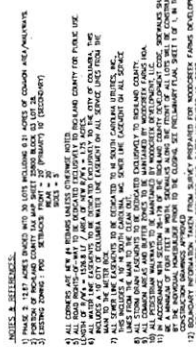

 CLARENCE P. TOLAND

Date: 5/24/2016


 ARLEATHA M. TOLAND

Date: 5/24/2016



[illegible]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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Property Description: All that certain piece, parcel or lot of land, together with any improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, and being shown and delineated as Lot 65 on a Final Plat of Woodcreek Farms, Section A-11, "The Park - Phase 2," by United Design Services, Inc., dated November 7, 2012, as revised, and recorded March 26, 2014, in the Office of the Register of Deeds for Richland County in Record Book 1934 at Page 3060, the Plat being incorporated by reference for a more complete and accurate description of the property. All measurements being a little more or less.

Derivation: This being a portion of the same property conveyed to Two Parks, LLC, by deed of Woodcreek Development, LLC, dated May 4, 2012, and recorded May 7, 2012, in the Office of the Register of Deeds for Richland County in Record Book 1763 at Page 714.

Richland County TMS: 25815-02-13
Property Address: 531 CORDGRASS ROAD

NVR, INC.

BY: _____ Date: 5/23/16
Signature
SCOTT PHILLIPS
(Print or Type Name)
Witness
J. David M. Hester
Witness
VP
(Print or Type Title)



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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This being the same property conveyed to NVR, Inc. by deed of Two Parks, LLC dated September 23, 2015, and recorded September 23, 2015 in the Office of the Register of Deeds for Richland County in Book 2059, Page 3502.

Richland County TMS: 25815-02-15

Property Address: 1347 BEECHFERN CIRCLE

June M. Harper
 JUNE M. HARPER
 Date: 5/19/2016

June Marie Rodriguez
 JUNE MARIE RODRIQUEZ
 Date: 05/19/2016

Book 2122-2338

2016045070 06/20/2016 13:40:48:523

Fee: \$0.00

County Tax: \$0.00

Notice

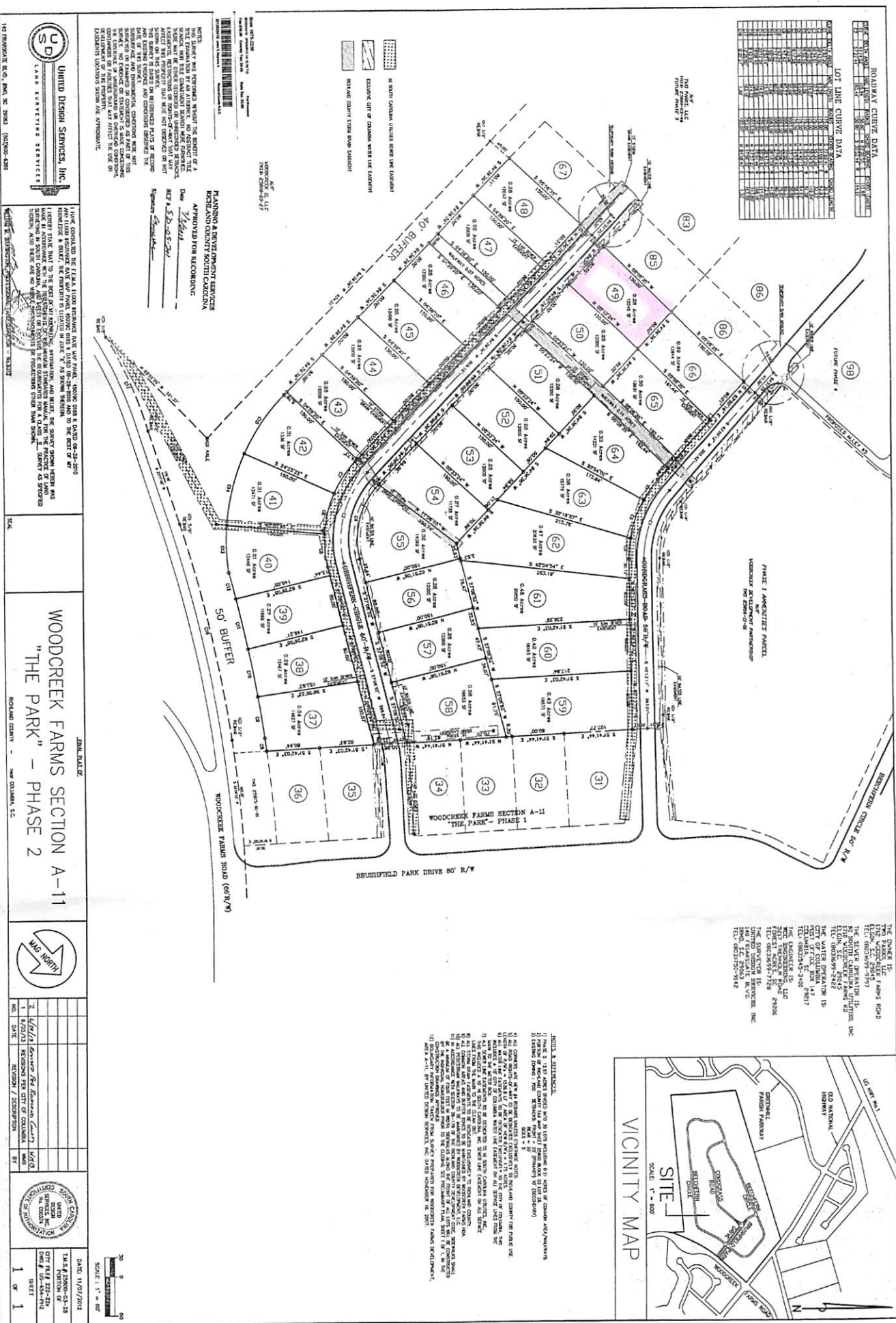
State Tax: \$0.00



2016045070

John T. Hopkins II

Richland County R.O.D.



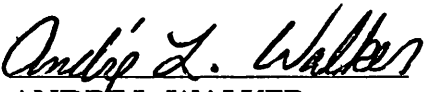
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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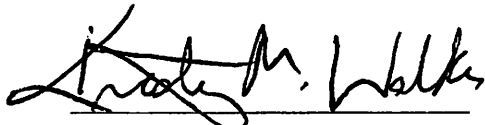
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Richland County TMS: 25815-02-17

Property Address: 1361 BEECHFERN CIRCLE


 ANDRE L. WALKER

Date: 5/21/2016


 KRISTY M. WALKER

Date: 5/21/16

Book 2122-2322

2016045062 06/20/2016 13:40:47:923

Fee: \$0.00

County Tax: \$0.00

Notice

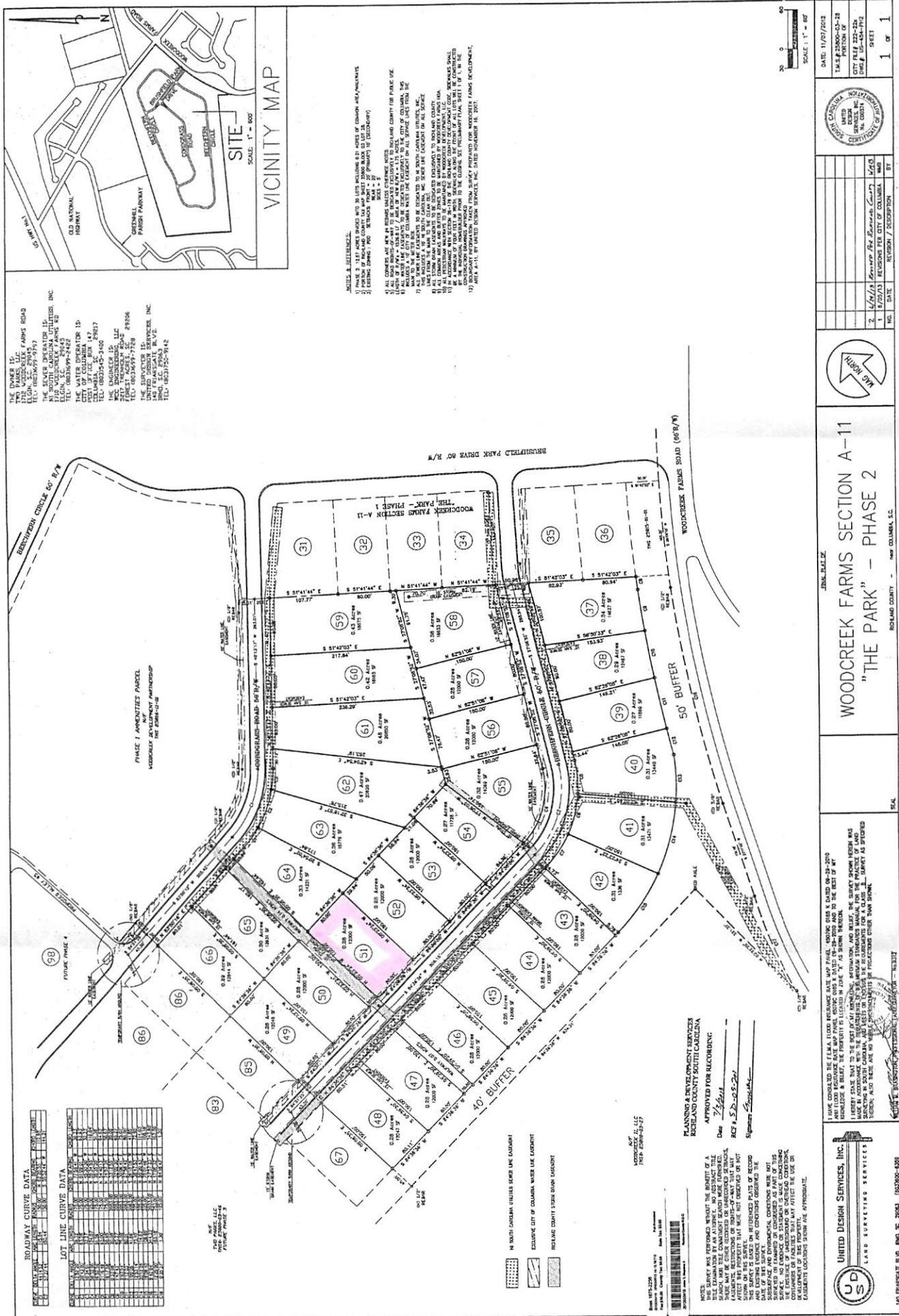
State Tax: \$0.00



2016045062

John T. Hopkins II

Richland County R.O.D.



STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF RICHLAND)

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This being the same property conveyed to NVR, Inc. by deed of Two Parks, LLC dated September 10, 2015 and recorded September 10, 2015, in the Office of the Register of Deeds for Richland County in Book 2057, Page 1609.

Richland County TMS: 25815-02-18

Property Address: 1367 BEECHFERN CIRCLE



 GOPU RAJASEKHARAN
 Date: 05/25/2016



 VARSHA PANKAJAKSHAN
 Date: 05/25/2016

Book 2122-2336

2016045069 06/20/2016 13:40:48.443

Fee: \$0.00

County Tax: \$0.00

Notice
 State Tax: \$0.00



2016045069

John T. Hopkins II

Richland County R.O.D.



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.

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Derivation: This being the same property conveyed to NVR, Inc., by deed of Two Parks, LLC, dated May 29, 2014, and recorded May 29, 2014, in the Office of the Register of Deeds for Richland County in Record Book 1948 at Page 2811.

Richland County TMS: 25815-01-11

Property Address: 1378 BEECHFERN CIRCLE

INVESTED PROPERTIES, LLC

BY: 
 Signature
Tim Petron
 (Print or Type Name)
 Its: Pres. LLC
 (Print or Type Title)

Date: 5/18/16

 Witness

 Witness

Book 2122-2320

2016045061 06/20/2016 13:40:47:847

Fee: \$0.00 County Tax: \$0.00

Notice
 State Tax: \$0.00



2016045061

John T. Hopkins II

Richland County R. C.

Packet Pg. 231





copy

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.

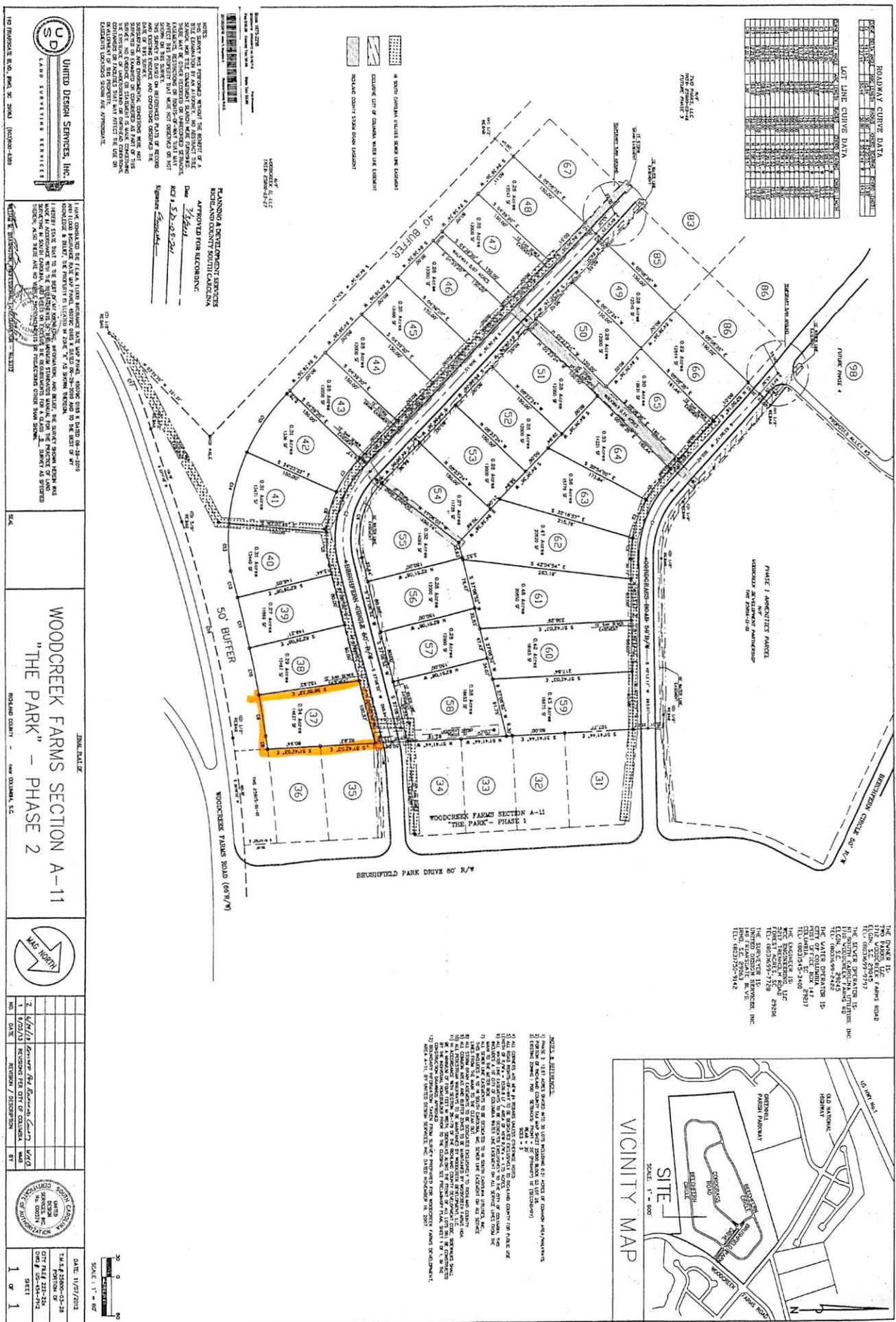
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Richland County TMS: 25815-01-05

Property Address: 1412 BEECHFERN CIRCIE


MICHAEL J. L. VANTOOREN
AZ

Date: 6/12/2016





We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Ordinance No.: 2016-087 - Annexing N/S Deerpark Drive, N/S Island View Circle, and Jacobs Mill Pond Road, Richland County TMS #28912-02-01, 28912-03-01 and 28900-01-16

PRESENTER: Krista Hampton

FINANCIAL IMPACT:

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT N/S DEERPARK DRIVE, N/S ISLAND VIEW CIRCLE, JACOBS MILL POND ROAD, TMS# 28912-02-01, 28912-03-01, 28900-01-16

Council District: 4

Proposal: Annex, assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and interim zoning of PUD-R,-FP where applicable. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned as PDD by Richland County.

Applicant: Prime Development, LLC / Beaver Lake Limited Partnership

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

PC Recommendation: 09/12/16: Annex, Assign Interim Land Use and Interim Zoning; Approve (6-0)

ATTACHMENTS:

- FT-ANNEX-Woodcreek East Woods_Lake B-3 (PDF)
- 2016-087 annex NS Deerpark NS Island View Jacobs Mill Pond Woodcreek (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

October 4, 2016 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY N/S DEERPARK DRIVE, N/S ISLAND VIEW CIRCLE, JACOBS MILL POND ROAD, TMS# 28912-02-01, 28912-03-01, 28900-01-16

Council District:	4	
Proposal:	Annex, assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and interim zoning of PUD-R, -FP where applicable. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned as PDD by Richland County.	
Applicant:	Prime Development, LLC / Beaver Lake Limited Partnership	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	09/12/16: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (6-0)
Annexation, 1 st Reading: PH	09/20/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading: PH	10/18/16: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amend: PH, 1 st Reading	11/15/16: Confirm Land Use Classification	PENDING
Map Amend: ZPH, 1 st Reading	11/15/16: Confirm Zoning	PENDING
Comp Plan Amend: 2 st Reading	11/18/16: Confirm Land Use Classification	PENDING
Map Amend: 2 st Reading	11/18/16: Confirm Zoning	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 41.62 acres

Current Use: Vacant land – the property is part of the Woodcreek Farms development agreement and the plan for this section has been reviewed by Richland County but the bonded plat will be submitted for review by the City.

Proposed Use: Single family residential lots

Reason for Annexation: Secondary / Municipal Services

Urban Service Area: Secondary

Current Land Use Classification: Neighborhood / Medium Density (Richland County)

Proposed Interim Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Richland County Zoning: Planned Development District (PDD)

Proposed Interim Zoning: Planned Unit Development – Residential, -Flood Protective Area where applicable (PUD-R, -FP where applicable)

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. The property will eventually consist of 37 residential lots and associated open space.

Police

We find that the proposed annexations and assumed development will result in an increase number of calls for services and will cost the CPD **\$630.46** annually to provide service.

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

At this time the property is undeveloped and no service cost would occur. The cost associated with solid waste service for these properties is **\$187.0** annually per household upon completion.

Engineering

Because water and sewer lines currently exist in this area and the developer will install new infrastructure at the time of development, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. There is a tap fee for the property owner.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue after annexation occurs and the 37 lots are built upon (with an estimated taxable value of \$665,100 per lot) will generate approximately **\$43,557**.

*Estimated City Tax Revenue calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002)).

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 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 need to be accomplished 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

Staff recommends that the subject parcel be designated Urban Edge Residential Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the City's 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

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 parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Planned Development District (PDD) by Richland County, and surrounding parcels are currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are zoned Planned Unit Development – Residential District (PUD-R), with –Flood Protective Area (-FP) where applicable.

The proposed City of Columbia zoning district is Planned Unit Development – Residential District (PUD-R), with –Flood Protective Area (-FP) where applicable.

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends City Council annex said land with interim UER-2 land use classification and interim zoning of PUD-R, -FP where applicable.



Future Land Use Map

**N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road; TMS#: 28912-02-01, 28912-03-01, 28912-04-01
Existing Richland County FLU: Neighborhood (Medium Density); Proposed FLU: UER-2**

31.a

***Department of Planning &
Development Services***

Legend



- | | |
|---|---|
|  | 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 |



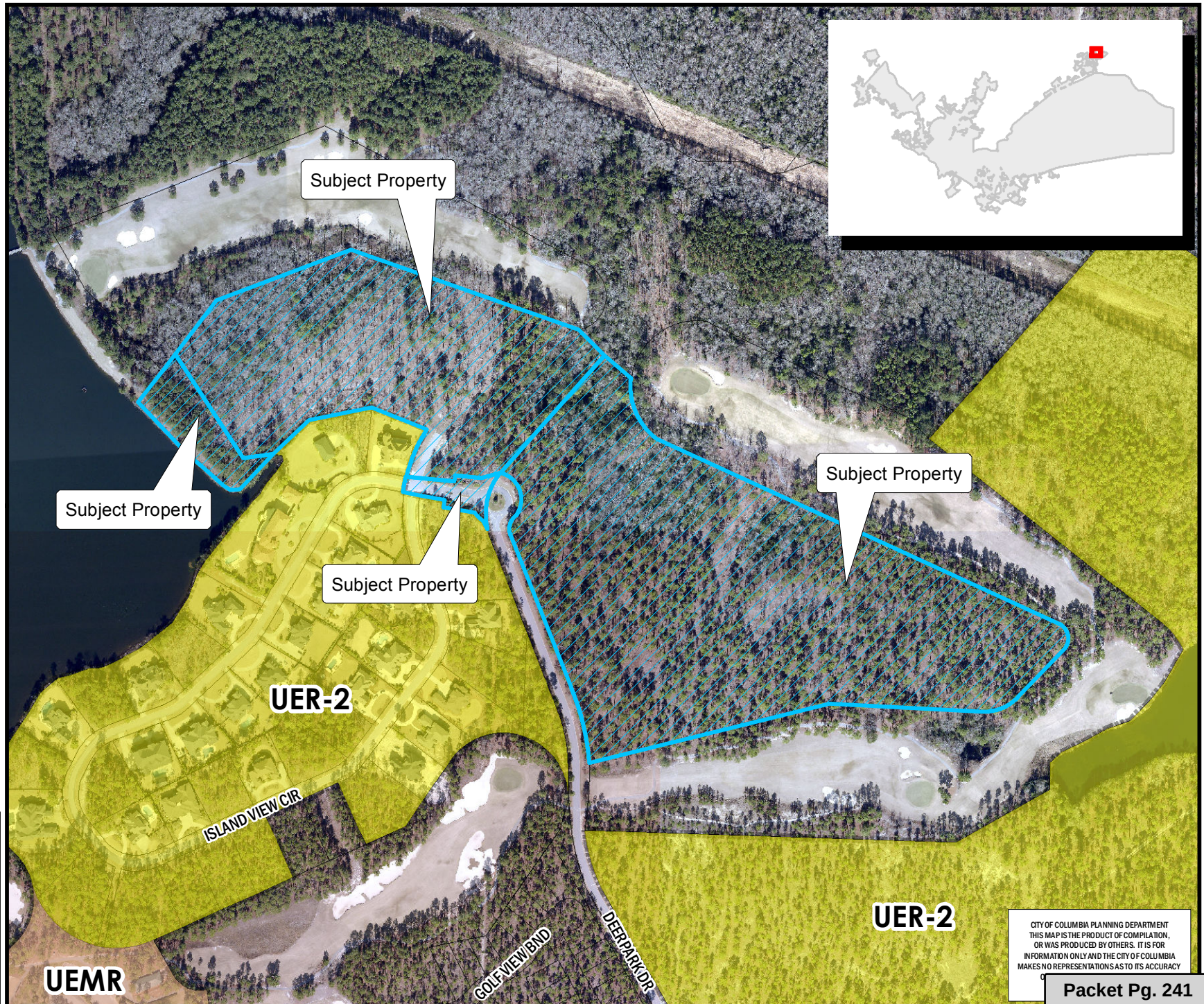
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
August 16, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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Packet Pg. 241

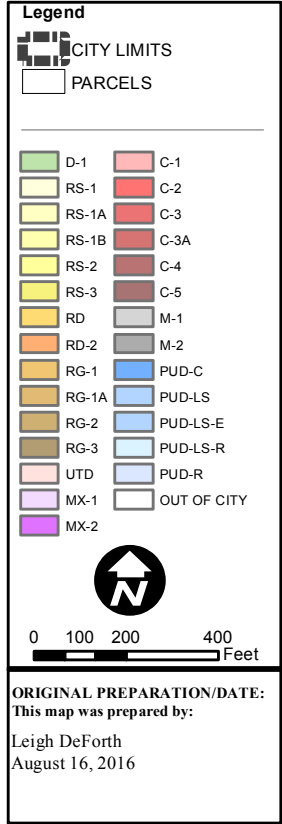
**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

Zoning Map

N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road; TMS#: 28912-02-01, 28912-03-01, 28912-03-02
Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R, -FP

31.a

***Department of Planning &
Development Services***



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 242

ORDINANCE NO.: 2016-087

*Annexing N/S Deerpark Drive, N/S Island View Circle, and Jacobs Mill Pond Road,
Richland County TMS# 28912-02-01, 28912-03-01 and 28900-01-16*

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of PUD-R and -FP (Planned Unit Development – Residential District and -Flood Protective Area), apportioned to City Council District 4, Census Tract 114.07, contains 41.62 acres, and shall be assigned an interim land use classification of Urban Edge Residential – Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28912-02-01, 28912-03-01 and 28900-01-16

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2016-087

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, consisting of approximately 13.39 acres, and designated as Woodcreek Farms Development, Area B2 on a plat prepared for Woodcreek Development, LLC by United Design Services, Inc., dated October 29, 2012 (the "Plat") and recorded in the Office of the Richland County ROD in Book 1820, Page 529, the plat being incorporated by reference for a more complete description of the property.

ALSO: 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, consisting of approximately 25.85 acres, and designated as Woodcreek Farms Development, Area B3 on a plat prepared for Woodcreek Development, LLC by United Design Services, Inc., dated October 29, 2012 (the "Plat") and recorded in the Office of the Richland County ROD in Book 1820, Page 529, the plat being incorporated by reference for a more complete description of the property.

ALSO: All that piece, parcel or 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, containing 2.38 acres, more or less, and shown and designated as block 01, lot 16 on Richland County Tax Map 28900. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 8, 2016

RE: **Property Address:** N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road
Richland County TMS#: 28912-02-01, 28912-03-01, 28900-01-16
Owner(s): Prime Development LLC / Beaver Lake Limited Partnership
Current Use: Vacant land
Proposed Use: Single family residential lots
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: PDD (Planned Development District)
Proposed City Zoning: PUD-R (Planned Unit Development – Residential District), -FP (Flood Protective Area) where applicable
Reason for Annexation: Municipal Services/Secondary
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 **September 12, 2016** 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.

/dle
 Attachments

cc: S. Allison Baker, Sr. Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, City Engineer Krista Hampton, Planning & Development Services Deborah Livingston, Community Development Director Roger Myers, Business License Administrator Angela Adams, Water Customer Service Jerry Thompson, Building Official Susan Leitner, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland County 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Utilities and Engineering Robert Anderson, Public Works Director Jeff Palen, Finance Director George Adams, Fire Marshal Brian Cook, 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
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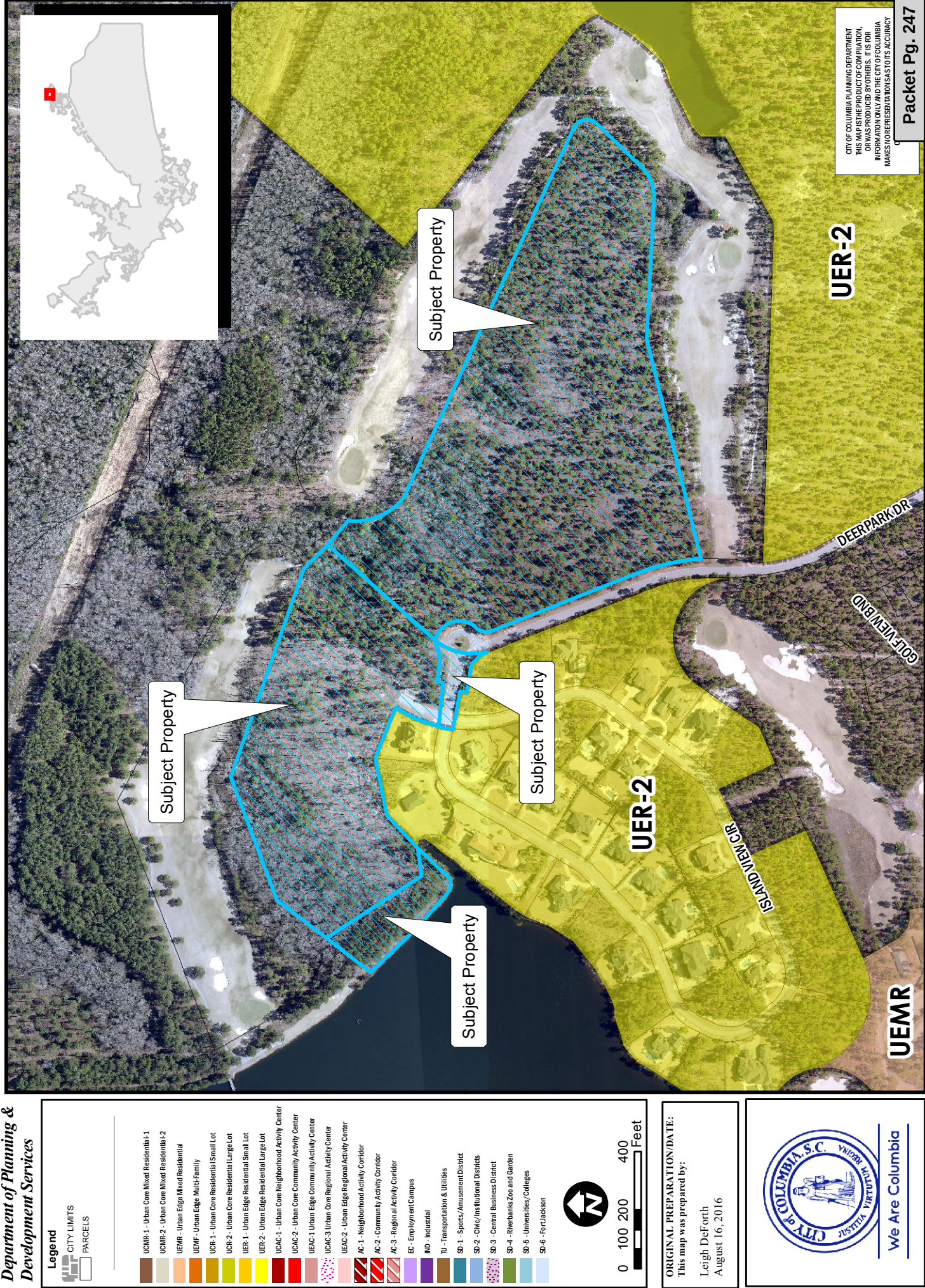
Planning Commission Zoning Recommendation: PUD-R, -FP (Zoning classification) by 6-0 on 9/12/16 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 6-0 on 9/12/16 (mm/dd/yyyy).


 (Signature of Interim Annexation Coordinator)

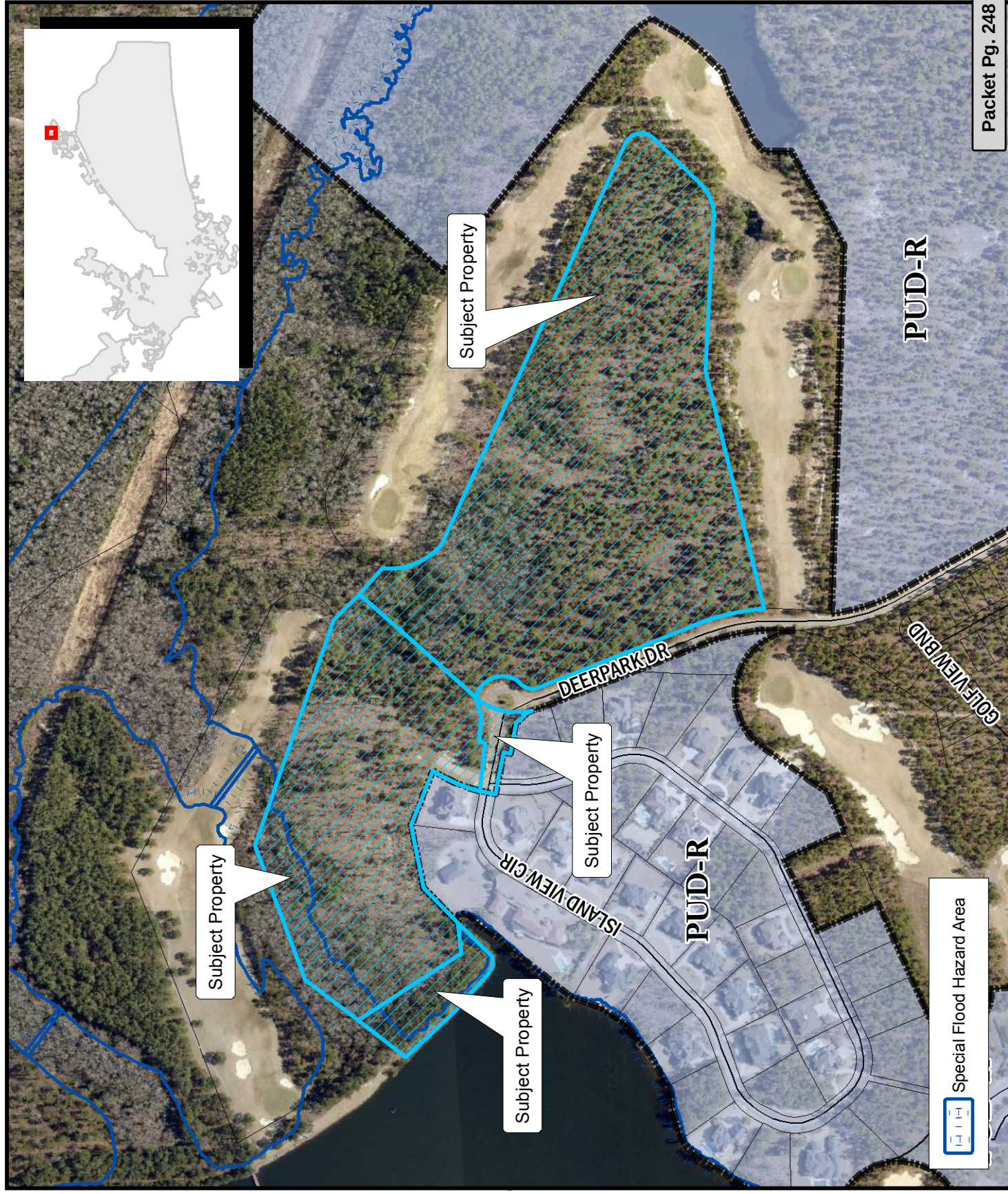


*Department of Planning &
Development Services*



N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road; TMS Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R, -FP

*Department of Planning &
Development Services*



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 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, consisting of approximately 13.39 acres, and designated as Woodcreek Farms Development, Area B2 on a Plat prepared for Woodcreek Development, LLC, by United Design Services, Inc., dated October 29, 2012 (the "Plat") and recorded in the office of the Richland County ROD in Book 1820 Page 529, the Plat being incorporated by reference for a more complete description of the Property.

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, consisting of approximately 25.85 acres, and designated as Woodcreek Farms Development, Area B3 on a Plat prepared for Woodcreek Development, LLC, by United Design Services, Inc., dated October 29, 2012 (the "Plat") and recorded in the office of the Richland County ROD in Book 1820, Page 529, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 28912-02-01 and 28912-03-01
 Property Addresses: N/S Deerpark Drive and N/S Island View Circle

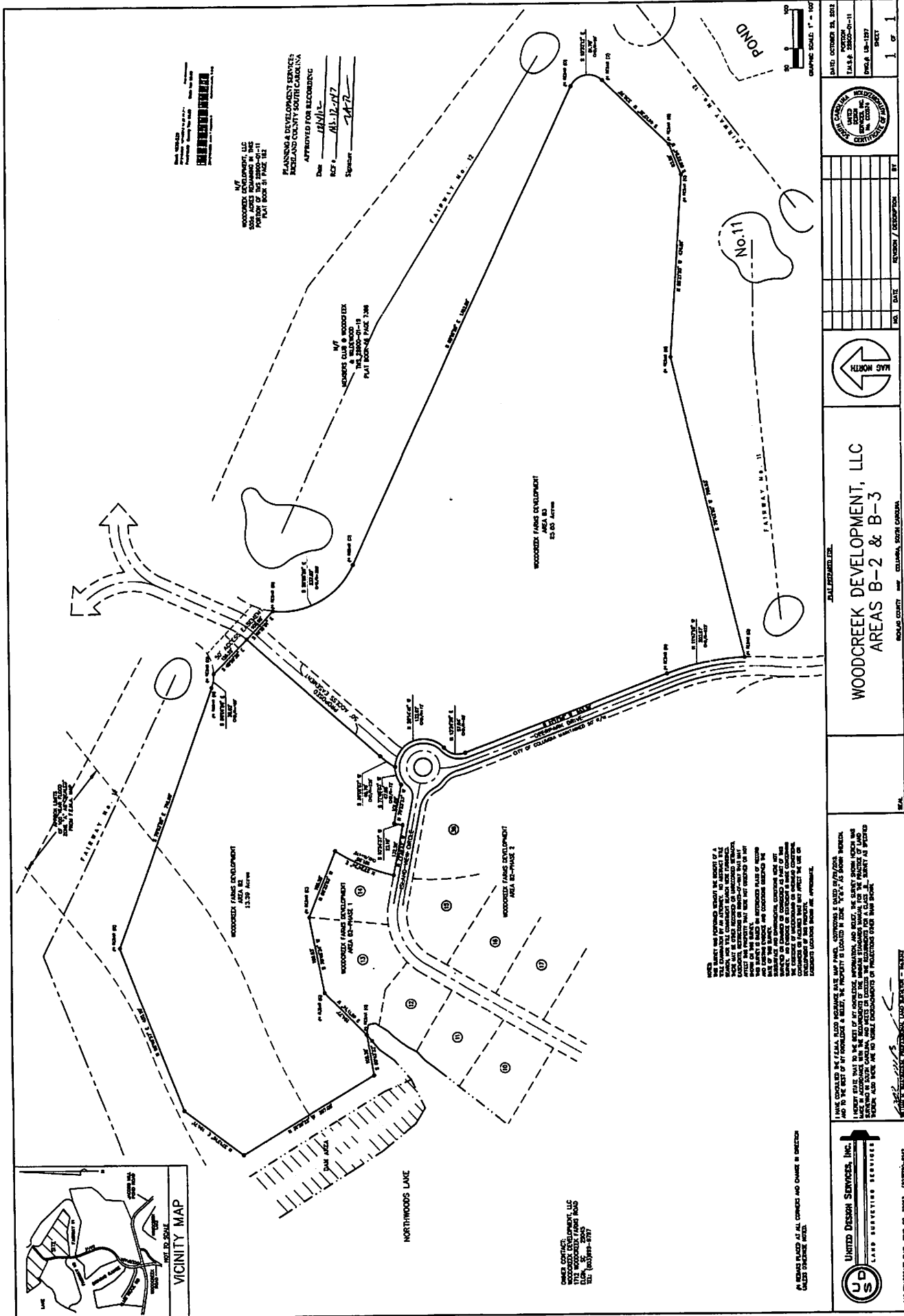
Prime Development LLC

BY: 
 Signature


 (Print or Type Name)

Date: 8-8-16

Its: 
 (Print or Type Title)



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 that certain piece, parcel or 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, containing 2.38 acres, more or less, and shown and designated as block 01, lot 16 on Richland County Tax Map 28900. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 28900-01-16
 Property Addresses: 2.38 acres Jacobs Mill Pond Road

Beaver Lake Limited Partnership

BY: 
 Signature
ILP-land
 (Print or Type Name)

Date: 8-9-16

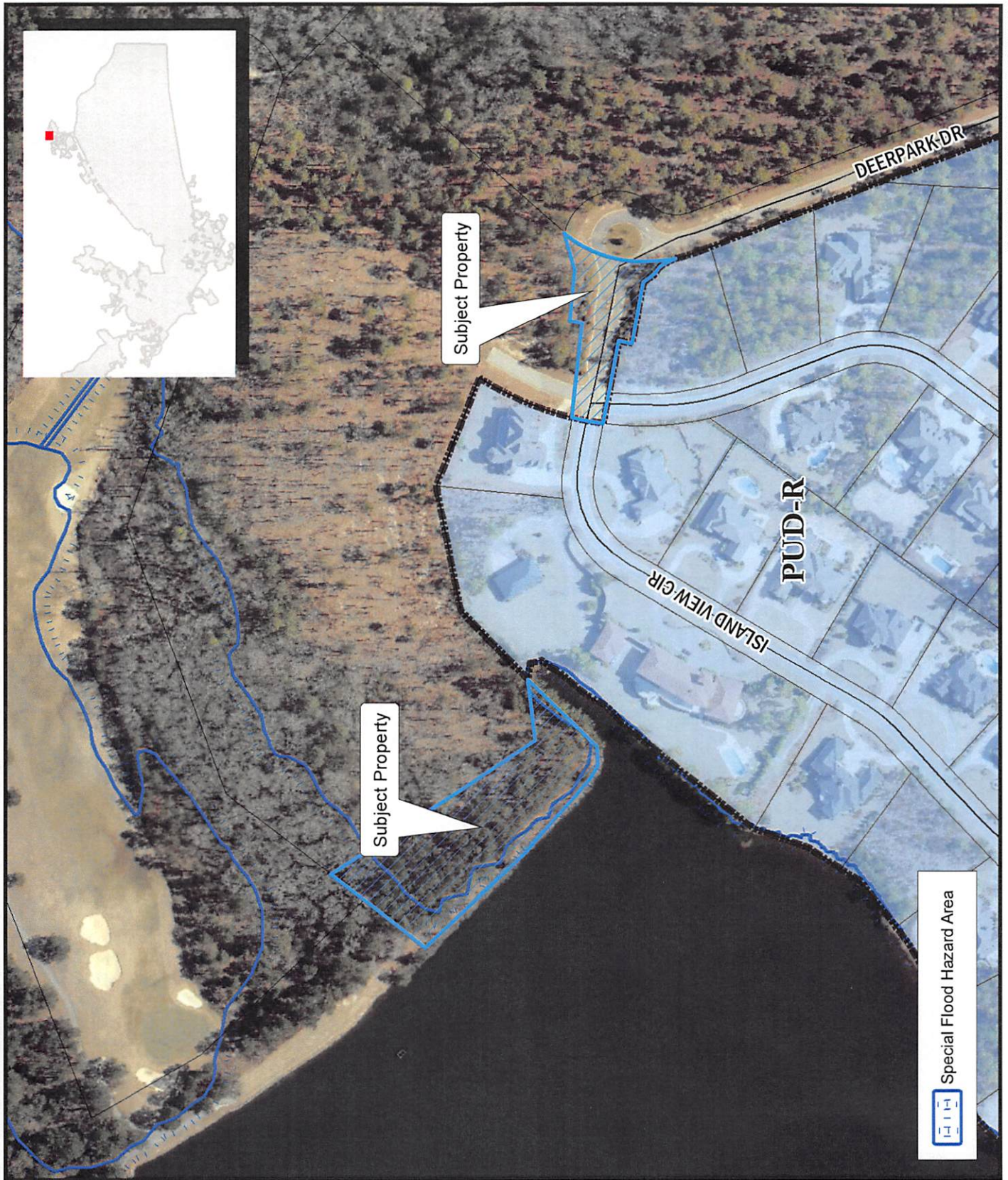
Its: Authorized Representative
 (Print or Type Title)

Zoning Map

Department of Planning & Development Services

Jacobs Mill Pond Road; TMS#: 28900-01-16
Existing Zoning (Richland County): PDD; Proposed Zoning: PUD-R, -FP

31.b



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-L
RG-2	PUD-L-E
RG-3	PUD-L-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
August 16, 2016

0 50 100 200 Feet

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We Are Columbia



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-088 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-088 Lease Renewal 3905 Ensor (BB&T) (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-088

*Authorizing the City Manager to execute a Lease Renewal Agreement
with Branch Banking and Trust Company (BB&T) for use of
3905 Ensor Avenue (Lutheran Survey Building)*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____,
2016, that the City Manager is authorized to execute the attached Lease Renewal
Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue
(Lutheran Survey Building).

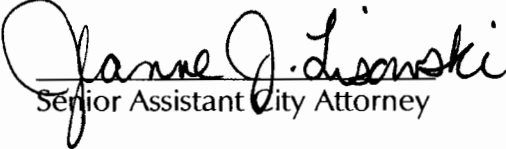
Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

LEASE RENEWAL AGREEMENT
(3905 Ensor Avenue)

This Lease Renewal is made this ____ day of _____, 2016, by and between the City of Columbia (hereinafter "Landlord") and Branch Banking and Trust Company, a North Carolina banking corporation (hereinafter "Tenant").

WHEREAS, the parties hereto entered into a Lease Agreement dated November 29, 2004, as extended by letter dated October 7, 2005; by letter dated September 19, 2006; by First Amendment dated October 3, 2008; and by Second Amendment dated November 29, 2008, and by Third Amendment dated December 16, 2009, and by Fourth Amendment dated April 16, 2013 (collectively the "Lease") for certain premises known as 3905 Ensor Avenue (Lutheran Survey Building) in the City of Columbia, County of Richland, State of South Carolina, as more particularly described herein (there is no more particularly described herein); and,

WHEREAS, the Lease term will expire on November 28, 2016; and

WHEREAS, the Fourth Amendment provided for two (2) additional renewal periods of one (1) year each by written mutual agreement thirty (30) days prior to the expiration of the expiration of the current term; and

WHEREAS, the parties desire to renew the Lease for an additional one (1) year term commencing on November 29, 2016; and,

WHEREAS, the parties agree to renew the Lease on the same terms and conditions set for in the Lease for an additional one (1) year term;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2016 and terminating at 11:59 p.m. on November 28, 2017.

2. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS WHEREOF the duly authorized representatives of the Landlord and the Tenant have caused this Lease Renewal to be executed as of the day and year indicated above.

WITNESSES:

Landlord: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
DATE: _____

Tenant: Branch Banking and Trust Company

BY: _____
ITS: _____
DATE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-089 - Authorizing the City Manager to execute a Eighth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-089 Bright-Meyers (Capital Stadium) 8th Amend Purchase Agreement (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-089

*Authorizing the City Manager to execute a Eighth Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2016, that
the City Manager is authorized to execute the attached Eighth Amendment to Purchase Agreement,
or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001
LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form :

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EIGHTH AMENDMENT TO PURCHASE AGREEMENT

This Eighth Amendment to Purchase Agreement entered into this ____ day of _____, 2016, by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as additional earnest money, which earnest money shall be applied to the purchase price, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 2(b) is amended to read "Upon delivery of the deed, Buyer shall pay to Seller Nine Hundred and Forty-Six Thousand and No/100 (\$946,000.00) Dollars by cashier's check, electronic wire or certified check."

Paragraph 14 is amended to allow for the closing to take place not later than August 1, 2017.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to Purchase Agreement to be executed this day and year first above written.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

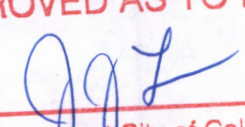
Teresa B. Wilson

ITS: City Manager

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____

ITS: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: Shari Ardis, Legal Administrator

SUBJECT: Ordinance No.: 2016-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-43 Parking prohibited during certain hours in designated places; Sec. 12-45 Stopping, Standing or parking in loading zone; Sec. 12-9 Parking for certain purposes prohibited; Sec. 12-51 Use of loading zones; Sec. 12-52 Certain parked vehicles declared nuisance; Division 2 Parking Meter Zones, Sec. 12-72 Location and operation of meters; Sec. 12-73 Marking of spaces; vehicles to be parked within markings; Sec. 12-74 Parking position; Sec. 12-75 Deposit of coin; Sec. 12-76 Overtime parking; Sec. 12-77 Depositing slugs; Sec. 12-78 Defacing or injuring meters; Sec. 12-80 Disposition of revenue; and Sec. 12-81 Exemptions

FINANCIAL IMPACT:

As previously discussed, various changes to the Parking Ordinance are scheduled to be recommended in the coming months. The first series of changes are proposed in order to reflect current practices. Additional changes will be recommended in the coming months.

ATTACHMENTS:

- 2016-090 amend Ch 12 Art 11 Stopping Standing and Parking (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-090

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-43 Parking prohibited during certain hours in designated places; Sec. 12-45 Stopping, Standing or parking in loading zone; Sec. 12-49 Parking for certain purposes prohibited; Sec. 12-51 Use of loading zones; Sec. 12-52 Certain parked vehicles declared nuisance; Division 2 Parking Meter Zones, Sec. 12-72 Location and operation of meters; Sec. 12-73 Marking of spaces; vehicles to be parked within markings; Sec. 12-74 Parking position; Sec. 12-75 Deposit of coin; Sec. 12-76 Overtime parking; Sec. 12-77 Depositing slugs; Sec. 12-78 Defacing or injuring meters; Sec. 12-80 Disposition of revenue; and Sec. 12-81 Exemptions

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-43 Parking prohibited during certain hours in designated places; Sec. 12-45 Stopping, Standing or parking in loading zone; Sec. 12-49 Parking for certain purposes prohibited; Sec. 12-51 Use of loading zones; Sec. 12-52 Certain parked vehicles declared nuisance; Division 2 Parking Meter Zones, Sec. 12-72 Location and operation of meters; Sec. 12-73 Marking of spaces; vehicles to be parked within markings; Sec. 12-74 Parking position; Sec. 12-75 Deposit of coin; Sec. 12-76 Overtime parking; Sec. 12-77 Depositing slugs; Sec. 12-78 Defacing or injuring meters; Sec. 12-80 Disposition of revenue; and Sec. 12-81 Exemptions, are amended to read as follows:

Sec. 12-43. Parking prohibited during certain hours in designated places.

When signs are erected in each block giving notice thereof, no person ~~shall~~ may park a vehicle as prohibited by such signage between the hours and days so designated ~~on any day except Sundays and public holidays.~~

Sec. 12-45. Stopping, standing or parking in loading zone.

(a) No person ~~shall~~ may stop, stand or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger zone during hours when the regulations applicable to such passenger zone are effective, and then only for a period not to exceed three minutes.

(b) No person ~~shall~~ may stop, stand or park a vehicle for any purpose or length of time other than for expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone during the hours of ~~8:00~~ 7:00 a.m. to 11:00 a.m., Monday through Saturday. In no case shall the stop for loading and unloading of materials exceed 30 minutes. Unless otherwise posted by the traffic engineer, any vehicle may occupy a loading zone on Sunday, or for a period not to exceed ~~45~~ 30 minutes after 11:00 a.m. and before 8:00 a.m. on Monday through Saturday.

Sec. 12-49. Parking for certain purposes prohibited.

No person ~~shall~~ may stand or park a vehicle upon any roadway, city parking garage or city parking lot for the principal purpose of:

- (1) Displaying it for sale; and/or
- (2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

Sec. 12-51. Use of loading zones.

(a) Parking places marked as loading zones ~~shall~~ may be used only by vehicles actually engaged in loading or unloading, pickup or delivery of merchandise to or from a business which can be served from the loading zone within a period of 30 minutes.

(b) It shall be unlawful for any vehicle, regardless of size or tonnage, to occupy any loading zone unless the owner has first obtained an annual permit from the ~~chief of police~~ parking services division, which shall run from July 1 to June 30. The ~~chief of police~~ parking services division shall issue permits only for those vehicles which have as their principal business purpose the transporting of goods and merchandise, and he ~~shall~~ may collect an annual fee of \$5.00 for one vehicle permit, provided that additional vehicles under the same ownership may be issued permits for a fee of \$2.00 each.

(c) The owner of any vehicle found in violation of this section shall be guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5, and the permit, if any, issued for the vehicle, shall be revoked in addition to other penalties provided by law.

Sec. 12-52. Certain parked vehicles declared nuisance.

Any vehicle parked continuously in any metered parking space, city controlled parking lot or city parking garage for 24 hours or more or parked on any street or other public property, whether in an authorized or unauthorized zone, which is found to be the subject of ~~\$50.00~~ 100.00 or more past due on outstanding bonds under the city parking ordinance, is hereby declared to be a public nuisance.

Sec. 12-72. Location and operation of meters.

Parking meters installed in the parking meter zones established by the provisions of this division ~~shall~~ may be placed upon the curb immediately adjacent to the individual parking places described in this division. Each parking meter shall be placed or set in such a manner as to show or display by a signal or through an electronic method that the parking space adjacent to such meter is or is not ~~legally~~ in use. Each parking meter ~~shall~~ may be installed and set to display, upon the deposit of a ~~\$0.25 coin of the United States~~ coins, prepaid parking card or by an electronic payment method authorized by the city, a signal indicating ~~legal~~ purchased parking for ~~one-half hour~~ up to the maximum time allowed by the meter, in such zones as are designated by the city council. Each meter shall also be arranged so that upon the expiration of the ~~legal~~ purchased parking time, it will indicate by a mechanical operation and the dropping of the proper signal or through an electronic method of notification that that the ~~lawful~~ purchased parking has expired. Parking payment methods such as pay-by-space and pay-and-display may be installed in areas designated by the city manager within parking meter zones to provide convenient methods of payment for parking. Where meters or other devices are not practical in the judgment of parking services, signage may be erected at parking spaces and at the entrance to public off-street parking lots or garages to allow members of the public to use alternative methods of payment. The city may provide a pay-by-phone or other remote payment service to the public for payment of parking fees.

Sec. 12-73. Marking of spaces; vehicles to be parked within markings.

The city manager is hereby instructed to have lines or markings painted or placed upon the curb or upon the street adjacent to each parking meter for the purpose of designating the parking space for which such meter is to be used, and each vehicle parked alongside of or next to any parking meter shall park within the lines or markings so established. Parking services may have lines, markings or signage painted or placed upon the curb or upon the street adjacent to each parking meter, parking control device or

spaces controlled by a parking payment program, for the purpose of designating the parking space. Each vehicle parked within the space shall park within the lines or markings so established. It shall be unlawful and a violation of this division to park any vehicle across any such line or marking or to park such vehicle in such position that the vehicle shall not be entirely within the area so designated by such lines or markings or to park a vehicle in a partially obstructed space, which would prevent the vehicle from parking within the designated lines or markings.

Sec. 12-74. Parking position.

When a parking space in any parking meter zone is parallel with the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked so that the foremost part of such vehicle shall be alongside of and nearest to the parking meter or sign. When a parking space ~~on~~ in any parking meter zone is diagonal to the curb or sidewalk, any vehicle parked in such parking space shall be parked with the foremost part of such vehicle directed at and nearest to such meter or sign. The total length of any vehicle parked in a designated compact space shall not extend beyond the designated lines or markings.

Sec. 12-75. Deposit of coin payment.

When any vehicle shall be parked in any space alongside or next to which a parking meter, parking control device or space controlled by a remote payment method is located in accordance with the provisions of this division, the operator of such vehicle shall, upon entering the parking space, immediately deposit ~~or cause to be deposited~~ a coin of the United States or prepaid parking card in such parking meter or other parking control device, or purchase time by other designated electronic method, and the parking space may then be lawfully occupied by such vehicle during the period provided. If such vehicle shall remain parked in any such parking space beyond the parking time limit, the parking meter shall display a sign or signal showing ~~illegal~~ expired parking or the operator shall be notified by electronic means, and in that event such vehicle shall be considered as parked overtime and beyond the period of legal purchased parking time, and the parking of a vehicle overtime or beyond the period of legal purchased parking time in any such part of a street where any such meter is located shall be a violation of this division.

Sec. 12-76. Overtime parking.

It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name, or which he has leased or rented from another person, to be parked longer than the maximum period of legal purchased parking time established for any parking meter zone as described in this division, as shown on the face of the meter or through other established parking control devices or approved electronic methods. The provisions of this section apply whether or not ~~an additional coin is put~~ parking time is purchased by an electronic method or by depositing additional coins in the meter after the vehicle has remained parked longer than the maximum period shown on the meter face or parking control device.

Sec. 12-77. Depositing slugs and alteration of payment methods.

It shall be unlawful to deposit or cause to be deposited in any parking meter any slug, device or metallic substitute for a coin of the United States or to use any method to alter any device or software to avoid paying parking fees.

Sec. 12-78. Defacing or injuring meters.

It shall be unlawful for any person to deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter, parking device, signage or parking payment software installed or authorized under the provisions of this division.

Sec. 12-80. Disposition of revenue.

The funds derived from parking meters, parking control devices and alternative parking payment methods as provided in this division, are hereby levied and assessed as fees to provide for the proper regulation and control of traffic upon the public streets, and to cover the cost of the supervision, inspection, installation, operation, maintenance, control and use of the parking spaces and regulating the parking of vehicles in the parking meter zones created by this division.

Sec. 12-81. Exemptions.

- (a) All commercial trucks while actually loading and unloading are required to pull in to the curb without charge in metered spaces.
- (b) Any commercial truck parked in a meter space longer than while actually loading and unloading will be in violation of this division.
- (c) Disabled operators of vehicles bearing license plates issued by the state highway department indicating that the operator is disabled shall be exempt from the requirements of this division pertaining to the payment of parking fees ~~deposit of coins in parking meters~~. All other parking and meter regulations, ~~including overtime parking prohibitions~~ except timed parking, shall apply to such operators.
- (d) Witnesses who testify or are subpoenaed to testify in criminal cases in the circuit court, while in attendance at court, shall not be subject to parking meter requirements for deposit of coins or overtime parking, and parking meter tickets certified by the clerk of court as exempt under this subsection shall be cancelled.

Requested by:

Mayor Benjamin _____

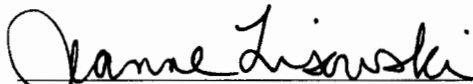
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-091 - Amend Ordinance 2015-092 to
Extend the Temporary Waiver of Permit Fees for Flood
Damaged Property through January 31, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-091 amend 2015-092 temporary emergency administrative procedures (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2016-091*Amend Ordinance 2015-092 to Extend the Temporary Waiver of Permit Fees for
Flood Damaged Property through January 31, 2017*

WHEREAS, by Ordinance No.: 2015-092, enacted on November 18, 2015, a copy of which is attached hereto and incorporated herein by reference, the Mayor and City Council approved, among other things, a temporary waiver for the issuance of building permit fees for properties damaged by the historic flood of October 2015; and,

WHEREAS, it has been determined that due to the severity of damage to structures and the process involved in determining the financial feasibility of repairing or rebuilding structures that it is in the best interest of the citizens to extend the deadline for issuance of temporary waiver of permit fees through January 31, 2017 in order to assist homeowners and business owners affected by the floods; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016 that Paragraph 5 of Ordinance 2015-092, a copy of which is attached hereto and incorporated herein by reference, is amended as follows:

5. This Ordinance shall become effective immediately upon adoption and remain in effect ~~for a period of six (6) months~~, through January 31, 2017, at which time it shall have no further force or effect.

BE IT FURTHER ORDAINED that all other provisions set forth in Ordinance 2015-092 shall remain in full force and effect through January 31, 2017.

Requested by:

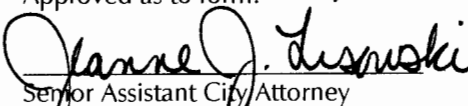
Councilmember Baddourah

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2015-092

Enacting Temporary Waiver of Building Permit Fees to Provide for the Expeditious and Coordinated Management of Building Permit Applications; Reestablishing the Commitment of the City to mitigate the Illegal Performance of Services by Unlicensed Contractors related to Flood Damage occurring on and after October 3, 2015; Providing for Severability; Providing an Expiration Date; and Setting forth an Effective Date

WHEREAS, the City of Columbia has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015; and,

WHEREAS, this catastrophic 1000 year rain event resulted in widespread flooding throughout the City of Columbia causing fatalities, injuries, dam breaches, washed out streets and bridges, the loss of homes and businesses, thousands of individuals to become homeless, and the loss of potable water and food supplies; and,

WHEREAS, the City activated the Emergency Operations Center (EOC) to provide communication and coordination of safety efforts to residents and to address the necessary clean up following the storm; and,

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley has declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and,

WHEREAS, the Governor of the State of South Carolina Nikki Haley has declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and,

WHEREAS, the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, includes requirements for the appropriate applications, forms and plans for the issuance of building permits to home owners, acting as owner/contractors, or to appropriately licensed contractors to ensure compliance with the Building Code; and,

WHEREAS, the emergency situation created by the severe storms and resultant flooding during October 3, 2015 and immediately thereafter has resulted in a unique situation wherein damage to structures require immediate response and repair in order to ensure the protection of the health, safety and welfare of the citizens and businesses of the City of Columbia; and,

WHEREAS, the City deems it in the best interest of its citizens to take all measures to expedite and assist homeowners affected by the floods to begin repairs and rebuilding; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this 18th day of November, 2015, that:

1. Timing for issuance of permits: The City's Planning and Development Services Department shall expeditiously issue permits to residents and business owners to repair damage to structures damaged by the flooding during the period of October 3 through October 6, 2015.

2. Waiver of permit fees: Upon receipt of notice of a flood damaged structure requiring repair, the Building Division shall expeditiously schedule an inspection of the structure. All applications for permits or plan review for repair of verified flood related damage shall not require a fee for the permit or plan review.

3. The City of Columbia re-establishes its commitment to mitigate the illegal performance of services by unlicensed contractors related to the flood damage. The Planning and Development Services Department

Last revised: 10/30/2015
15102563

ORIGINAL
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will assist citizens with inquires as to whether a licensed contractor is required for the repair and whether the contractor is appropriately licensed by the State of South Carolina, and has the requisite business licenses issued by the City as required by the City of Columbia Code of Ordinances.

4. If any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

5. This Ordinance shall become effective immediately upon adoption and remain in effect for a period of six (6) months, at which time it shall have no further force or effect.

Requested by:

Mayor and City Council

Mayor

Approved by:

Genesa Wilson
City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 11/2/2015

Final Reading: 11/18/2015

Last revised: 10/30/2015
15102563



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: 1104 Deerpark Drive, TMS# 28900-01-41

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2016-079 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1104 Deerpark Drive, Richland County TMS # 28900-01-41; annexed by Ordinance No.: 2016-04 7 enacted July 19, 2016

Council District: 4

Proposal: Request to amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to include the above property and confirm interim land use classification of Urban Edge Residential Large Lot (UER-2) The property was annexed on July 19, 2016.

Applicant: Prime Development LLC, 1712 Woodcreek Farms Road, Elgin, SC 29045

Staff Recommendation: Approval

PC Recommendation: 06/06/2016; Approval (7-0)

ATTACHMENTS:

- 09-20-2016_ZPH_Case Summary_COMP PLAN_1104 Deerpark (PDF)

- 2016-079 add 1104 Deerpark Drive to Comprehensive Plan 2018 Future Land Use Map (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

1104 DEERPARK DRIVE, TMS# 28900-01-41

Council District:	4
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan: 2018 - Future Land Use Map</i> to include the above property and confirm interim land use classification of Urban Edge Residential Large Lot (UER-2) The property was annexed on July 19, 2016.
Applicant:	Prime Development LLC, 1712 Woodcreek Farms Road, Elgin, SC 29045
Staff Recommendation:	Approval
PC Recommendation:	06/06/2016; Approval (7-0)
Public Hearing/1 st Reading:	09/20/2016; Confirm Land Use Classification; Pending
Public Hearing/2 nd Reading:	10/04/2016; Confirm Land Use Classification; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 200.42 acres

Current Use: Undeveloped

Proposed Use: Residential development; plans have already been approved by Richland County.

Current Interim Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Interim Zoning: PUD-R, -FP where applicable (Planned Unit Development – Residential District, -Flood Protective Area)

Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject parcel be designated Urban Edge Residential Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the City's 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

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 parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends that City Council consider the adoption of the attached ordinance to amend Chapter 8.3 of *The Columbia Plan: 2018 – Future Land Use Map* to include the subject property and confirm the land use classification of UER-2.

Future Land Use Map

1104 Deerpark Drive, TMS#: 28900-01-41

Existing FLU: Neighborhood - Medium Density (Richland County); Proposed FLU: UER-2

36.a

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



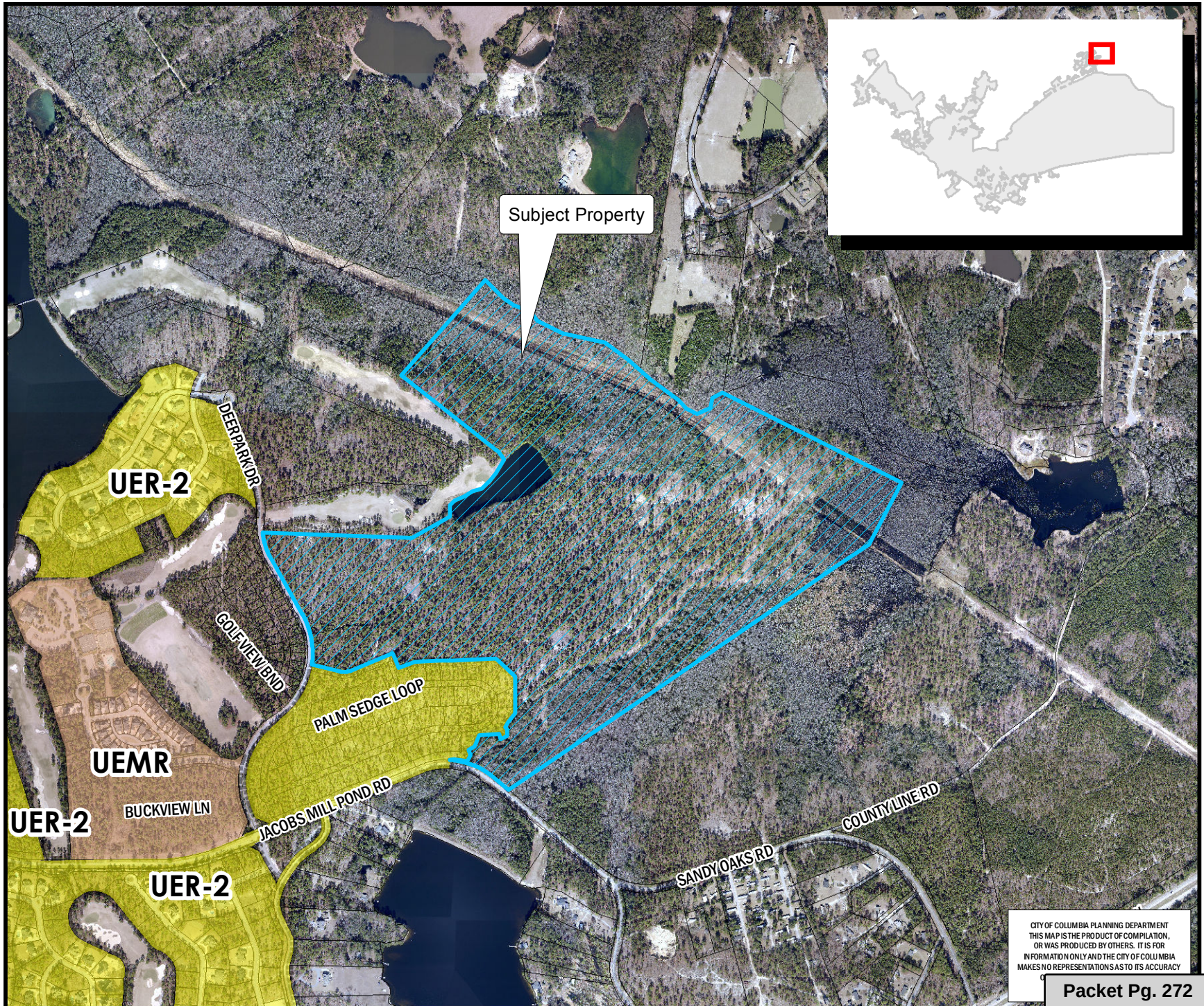
0 250 500 1,000
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
May 24, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 272

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2016-079

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
1104 Deepark Drive, Richland County TMS #28900-01-41; annexed by
Ordinance No.: 2016-047 enacted July 19, 2016*

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, 1104 Deepark Drive, Richland County TMS #28900-01-41 filed for petition on May 24, 2016, and were not included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and shall be assigned the designated future land use classification of Urban Edge Residential – Large Lot (UER-2), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2016, that 1104 Deepark Drive, Richland County TMS #28900-01-41, annexed into the City of Columbia by Ordinance No.: 2016-047 enacted on July 19, 2016, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 200.42 acres, and shall be assigned a land use classification of Urban Edge Residential – Large Lot (UER-2).

Requested by:

Assistant City Manager Gentry

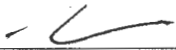
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: The Village, Phase 1A, 9 & 13 S. Olmsted Lane, TMS# 28902-14-01 and 28902-14-02

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2016-078 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 9 South Olmsted Lane, Richland County TMS # 28902-14-02; and 13 South Olmsted Lane, Richland County TMS # 28902-14-01 annexed by Ordinance No.: 2016-045 enacted July 19, 2016

Council District: 4

Proposal: Request to amend Chapter 8.3 of The Columbia Plan: 2018 - Future Land Use Map to include the above property and confirm interim land use classification of Urban Edge Residential Small Lot (UER-1). The property was annexed on July 19, 2016

Applicant: D.R. Horton, INC.

Staff Recommendation: Approval

PC Recommendation: 04/04/2016; Approval (7-0)

ATTACHMENTS:

- 09-20-2016_ZPH_Case Summary_COMP PLAN_TheVillage-Phase-1A (PDF)
- 2016-078 add 9 and 13 S. Olmsted Ln to Comprehensive Plan 2018 Future Land Use Map (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY THE VILLAGE, PHASE 1A, 9 & 13 S. OLMSTED LANE, TMS# 28902-14-01 AND 28902-14-02

Council District: 4

Proposal: Request to amend Chapter 8.3 of *The Columbia Plan: 2018 - Future Land Use Map* to include the above property and confirm interim land use classification of Urban Edge Residential Small Lot (UER-1). The property was annexed on July 19, 2016.

Applicant: D.R. Horton, INC.

Staff Recommendation: Approval

PC Recommendation: 04/04/2016; Approval (7-0)

Public Hearing/1st Reading: 09/20/2016; Confirm Land Use Classification; Pending

Public Hearing/2nd Reading: 10/04/2016; Confirm Land Use Classification; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.5 Acres
Current Use: Single Family Spec. Homes
Proposed Use: Residential
Current Interim Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim Zoning: PUD-R (Planned Unit Development – Residential District)
Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends subject parcels be designated Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map.

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 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 the 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 and Mausoleum

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcels are not covered by an area plan which has been adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends that City Council consider the adoption of the attached ordinance to amend Chapter 8.3 of *The Columbia Plan: 2018* – Future Land Use Map to include the subject property and confirm the land use classification of UER-1.

Future Land Use Map

The Village, Phase 1A: 9 & 13 S. Olmsted Lane
TMS# 28902-14-01 and 28902-14-02. Interim FLU: UER-1

37.a

Department of Planning & Development Services

Legend



- 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



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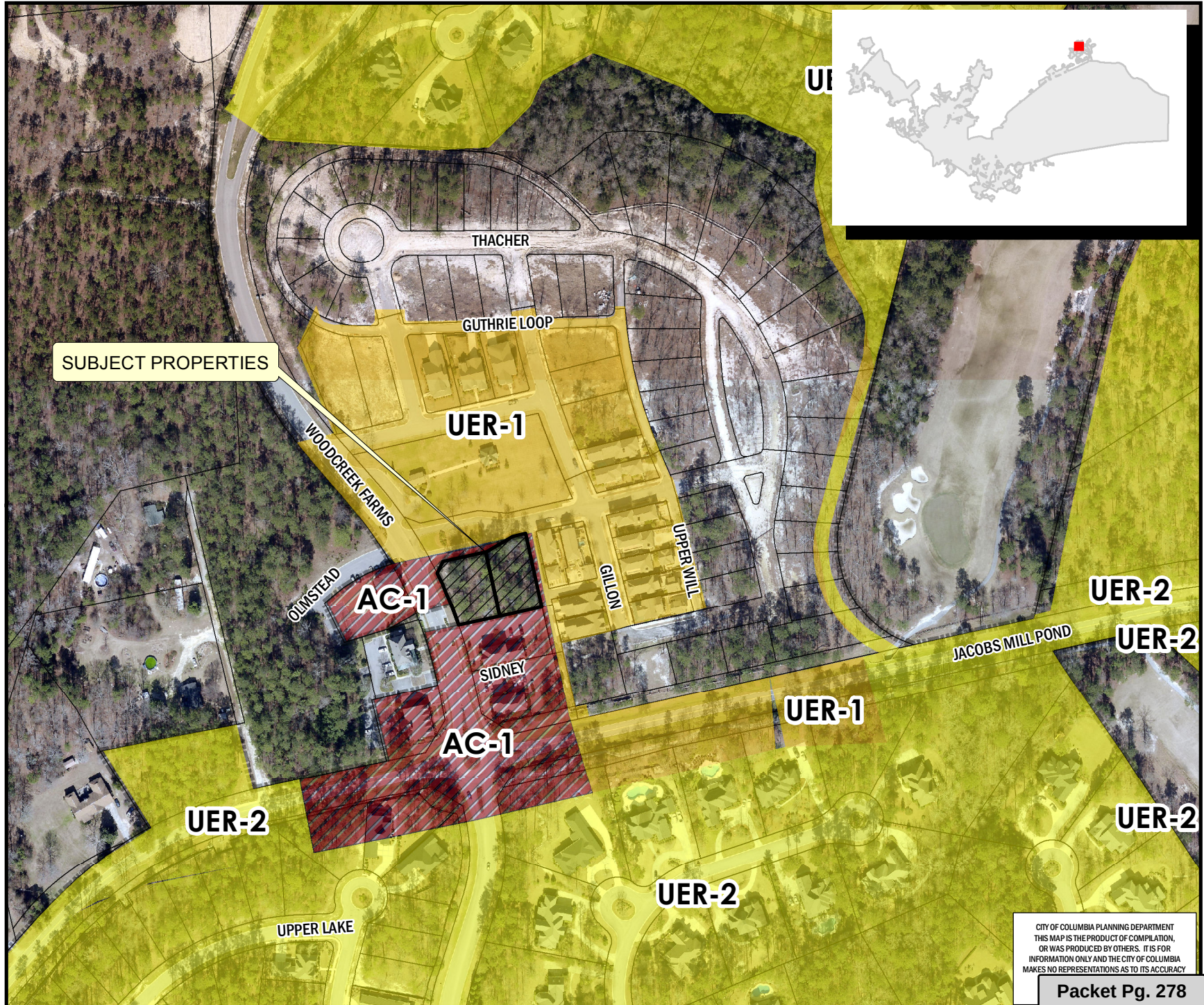
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah
March 22, 2016



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CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 278

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2016-078

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 9 South Olmsted Lane, Richland County TMS #28902-14-02; and 13 South Olmsted Lane, Richland County TMS #28902-14-01 annexed by Ordinance No.: 2016-045 enacted July 19, 2016

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, 9 South Olmsted Lane, Richland County TMS #28902-14-02; and 13 South Olmsted Lane, Richland County TMS #28902-14-01 filed for petition on June 6, 2016, and were not included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and shall be assigned the designated future land use classification of Urban Edge Residential – Small Lot (UER-1), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2016, that 9 South Olmsted Lane, Richland County TMS #28902-14-02; and 13 South Olmsted Lane, Richland County TMS #28902-14-01, annexed into the City of Columbia by Ordinance No.: 2016-045 enacted on July 19, 2016, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 0.5 acres, and shall be assigned a land use classification of Urban Edge Residential – Small Lot (UER-1).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: 4202-06 N. Main Street, 4201-05 Horry Street, 1206-10 Kinderway Avenue, TMS #09215-14-01

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2016-080 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 4202 North Main Street, 4204 North Main Street, 4206 North Main Street; 4201 Harry Street, 4205 Harry Street, 1206 Kinderway Avenue, and 1210 Kinderway Avenue, Richland County TMS #09215-74-01

City Council District: 1

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification from UCMR-1 to SD-5.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 07/11/2016; Approval (7-0)

ATTACHMENTS:

- 09-20-2016_ZPH_Case Summary_COMP PLAN_4202-4206_NMain-4201-4205_Horry-1206-1210_Kinderway (PDF)

- 2016-080 amend Comprehensive Plan add N Main Horry & Kinderway (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

**4202-06 N. MAIN STREET, 4201-05 HORRY STREET,
1206-10 KINDERWAY AVENUE, TMS# 09215-14-01**

City Council District:	1
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification from UCMR-1 to SD-5.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	07/11/2016; Approval (7-0)
Public Hearing, 1 st Reading:	09/20/2016; Pending
Public Hearing, 2 nd Reading:	10/04/2016; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~2.6 acres

Current Use: Institutional; dormitories and two single family homes

Proposed Use: Institutional; minor amendment to PUD-C

Land Use Classification: Urban Core Mixed Residential – Type 1 (UCMR-1)

Current Zoning: Planned Unit Development-Commercial District (PUD-C)

Proposed Land Use Classification: Universities/Colleges (SD-5)

Census Tract: 2

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Subject parcel is currently designated Urban Core Mixed Residential –Type 1 (UCMR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Mixed Residential Type 1 neighborhoods are appropriate in the central City and near major corridors throughout Columbia. This development type may represent existing and historic neighborhoods or a vision for intensification of transitional areas between lower density neighborhoods or a vision for intensification of transitional areas between lower density neighborhoods and higher activity corridors and centers. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is

always important. Urban core Mixed Residential Type 1 will usually transition to Urban Core Mixed Residential Type 2 as development moves further from main arterials and activity centers.

Staff recommends that the subject parcel be designated Universities/Colleges (SD-5) in The Columbia Plan 2018 Future Land Use Map.

There are a number of universities and colleges located within Columbia including, but not limited to, University of South Carolina, Columbia College, Columbia International University, Allen University, Lutheran Theological Southern Seminary, Midlands Technical College, Webster University, ECPI University, Strayer University, and the University of Phoenix. Any facility with multiple buildings within a large block campus or spanning several blocks would be classified as a University/College Special District. These development types range in size, organization, and intensity, but all represent a unique district or campus within the city. Typically viewed as campuses, these special districts often have an institutionally managed master plan for internal circulation and building locations. The city should work with these institutions to ensure compatible transitions to surrounding development types are made, and that critical circulation patterns are maintained.

Urban Core Mixed Residential -1:

Primary Types

- Multi-family Medium
- Multi-family Small to Medium Mixed-use
- Single-family Attached

Secondary Types

- Multi-family Large
- Multi-family Small
- Two-family
- Three-family
- Single-family Detached

Tertiary Types

- Small to Medium Format
- Business/Employment (excl. Flex)
- Small to Medium Civic/Institutional
- Parking Structures and Lot

SD-5 Colleges and Universities:

Primary Types:

- Civic/Institutional

Secondary Types:

- Small to Extra Larger Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional
- (Dormitories)
- Power Utilities
- Water and Wastewater
- Treatment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is covered by *The Master Plan for the Villages of North Columbia*, which was completed in December of 2005 and adopted by the City. The majority of the Lenoir-Rhyne property is within the College Village area, and is designated by the Plan as *Higher Education Institutions* North of N. Main Street, while the area proposed for amendment, South of N. Main Street, is designated *Medium Density Residential Townhomes, Duplex, Live Work Units*. The property is within a five-minute walking distance of the designated N. Main Street at Monticello Road Major Activity Node. The Plan recommended the development of historic guidelines and the adoption of a conservation overlay for the Seminary Ridge Neighborhood, which was subsequently completed. Recommendations along the North Main Street Corridor include the proactive rezoning of commercial and/or vacant property into medium to high density residential districts, and the adoption of guidelines that reinforce commitment to a pedestrian-friendly environment.

STAFF RECOMMENDATION

Staff recommends that City Council consider the adoption of the attached ordinance to amend Chapter 8.3 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for the property from UCMR-1 to SD-5.



Future Land Use Map

4202-06 N. Main Street, 4201-05 Horry Street, 1206-1210 Kinderway Avenue, TMS#: 38.a
Existing FLU: UCMR-1; Proposed FLU: SD-5

38.a

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
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-  EC - Employment Campus
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-  SD-2 - Civic/Institutional Districts
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-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



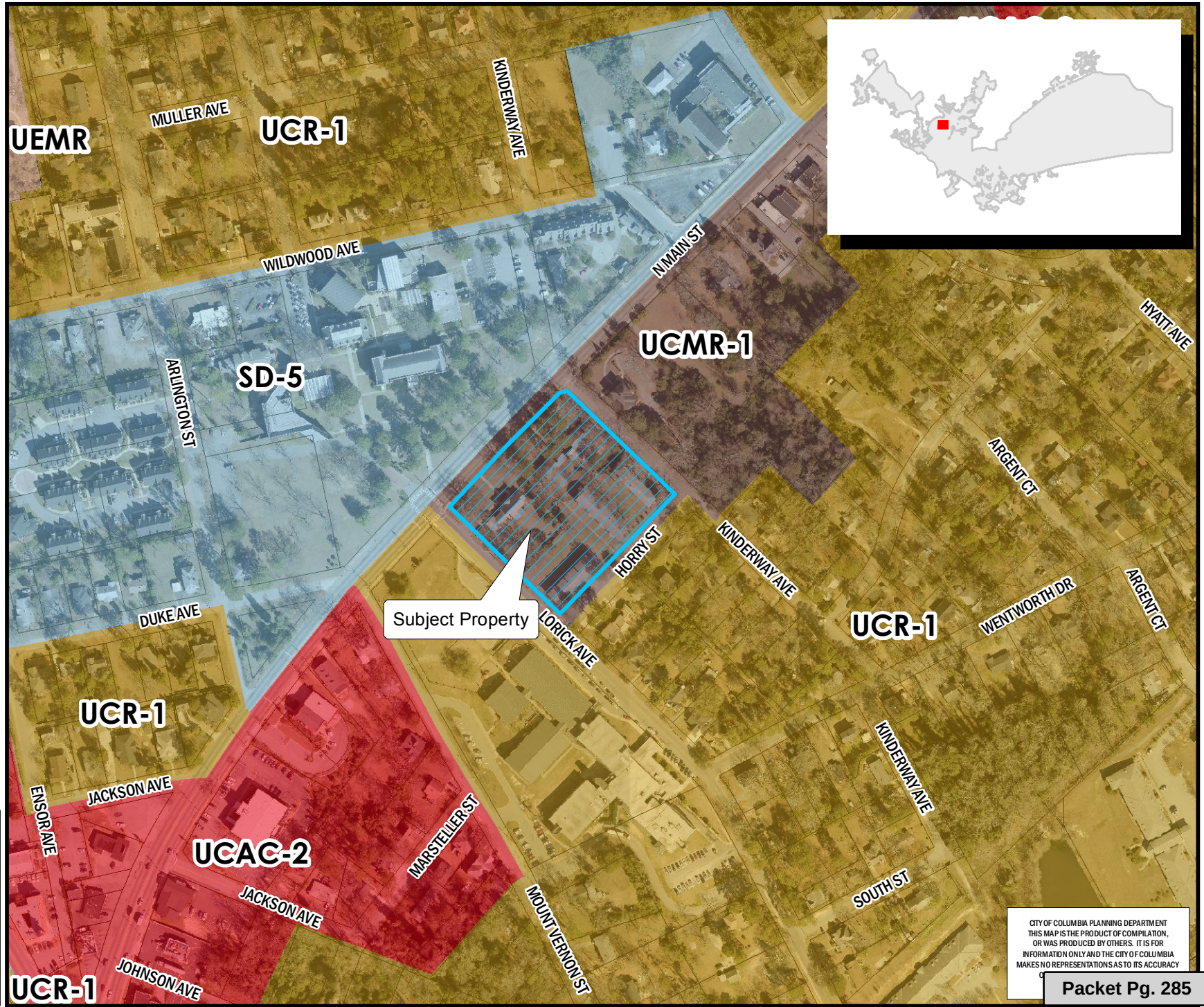
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
June 29, 2016



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Packet Pg. 285

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2016-080

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 4202 North Main Street, 4204 North Main Street, 4206 North Main Street; 4201 Horry Street, 4205 Horry Street, 1206 Kinderway Avenue, and 1210 Kinderway Avenue, Richland County TMS #09215-14-01

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, 4202 North Main Street, 4204 North Main Street, 4206 North Main Street; 4201 Horry Street, 4205 Horry Street, 1206 Kinderway Avenue, and 1210 Kinderway Avenue, Richland County TMS #09215-14-01 was included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Urban Core Mixed Residential – Type 1 (UCMR-1), while the future land use classification of Universities/Colleges (SD-5) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2016, that the designated land use for 4202 North Main Street, 4204 North Main Street, 4206 North Main Street; 4201 Horry Street, 4205 Horry Street, 1206 Kinderway Avenue, and 1210 Kinderway Avenue, Richland County TMS #09215-14-01 was identified as Urban Core Mixed Residential – Type 1 (UCMR-1) in Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 1, Census Tract 2, contains 2.6 acres, and the land use classification shall be amended to Universities/Colleges (SD-5).

Requested by:

Assistant City Manager Gentry

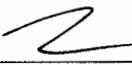
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: 1104 Deerpark Drive, TMS# 28900-01-41

PRESENTER: Krista Hampton

FINANCIAL IMPACT: City Council District:4

Proposal: Request to establish City of Columbia zoning of Planned Unit Development-Residential District, and -Flood Protective Area where applicable (PUD-R, -FP) on the property. The property was annexed on July 19, 2016

Applicant: Prime Development LLC

Staff Recommendation: Approval

PC Recommendation: 06/06/2016; Approval (7-0)

ATTACHMENTS:

- 09-20-2016_ZPH_CaseSummary_MA_1104_Deerpark (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 7:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

MAP AMENDMENT CASE SUMMARY 1104 DEERPARK DRIVE, TMS# 28900-01-41

City Council District:	4
Proposal:	Request to establish City of Columbia zoning of Planned Unit Development-Residential District, and -Flood Protective Area where applicable (PUD-R, -FP) on the property. The property was annexed on July 19, 2016
Applicant:	Prime Development LLC
Staff Recommendation:	Approval
PC Recommendation:	06/06/2016; Approval (7-0)
Zoning Public Hearing:	09/20/2016; Confirm Zoning; Pending
Zoning Public Hearing:	10/04/2016; Confirm Zoning; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 200.42 Acres

Current Use: Undeveloped

Proposed Use: Residential development; plans have already been approved by Richland County.

Current Interim Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Proposed Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current Interim Zoning: PUD-R, -FP where applicable (Planned Unit Development – Residential District, -Flood Protective Area)

Proposed Zoning: PUD-R, -FP where applicable (Planned Unit Development – Residential District, -Flood Protective Area)

Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject parcel be designated Urban Edge Residential Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the City's 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

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 parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcels were assigned an interim zoning of PUD-R, -FP at the time of annexation, and were previously zoned PDD Planned Development by Richland County. Surrounding parcels within the City of Columbia are PUD-R, and -FP where applicable, and surrounding parcels within the unincorporated area of Richland County are zoned PDD.

The proposed City of Columbia zoning district is Planned Unit Development – Residential District (PUD-R) and -Flood Protective Area (-FP) where applicable.

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Flood Protective Areas

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends that City Council confirm the zoning of PUD-R and –FP where applicable and amend the zoning map accordingly.

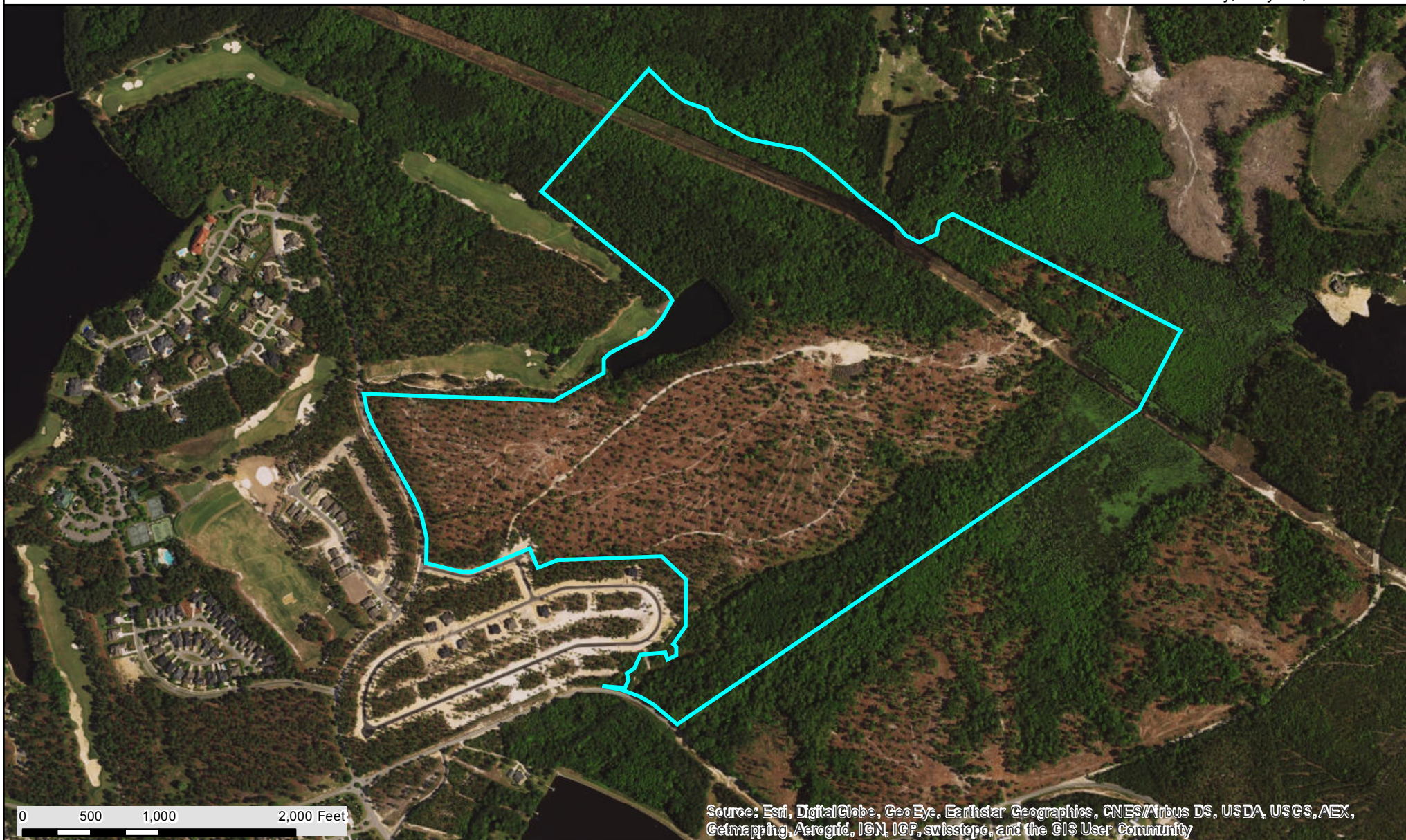
City of Columbia

TMS#28900-01-41

39.a



Tuesday, May 24, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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Packet Pg. 291

Zoning Map

Department of Planning & Development Services

1104 Deerpark Drive, TMS#: 28900-01-41

Existing Zoning: PDD (Richland County); Proposed Zoning: PUD-R, -FP

39.a

Legend

 CITY LIMITS

 PARCELS

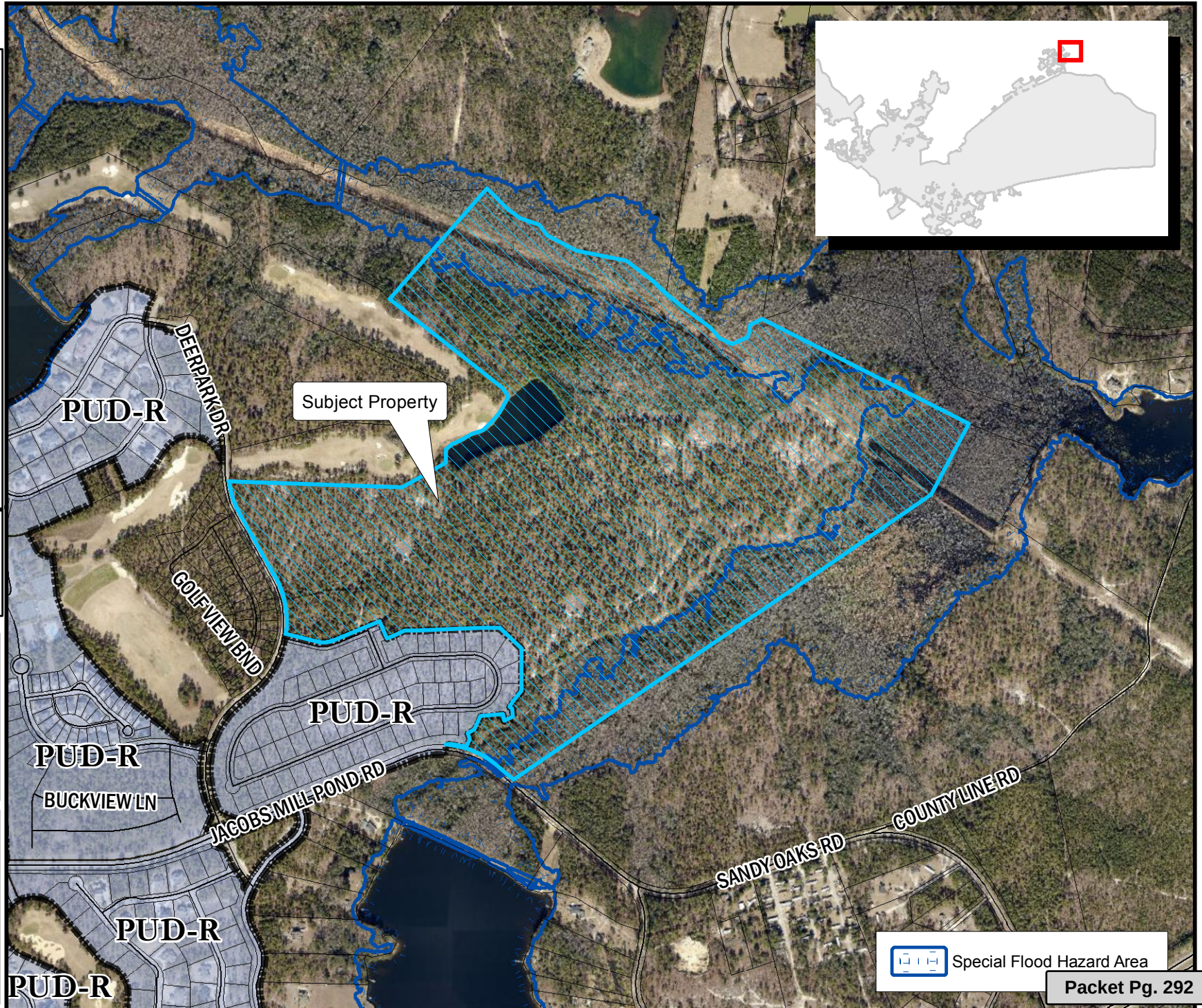
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 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
May 24, 2016

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 Special Flood Hazard Area

Packet Pg. 292

Future Land Use Map

1104 Deerpark Drive, TMS#: 28900-01-41

Existing FLU: Neighborhood - Medium Density (Richland County); Proposed FLU: UER-2

39.a

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
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-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



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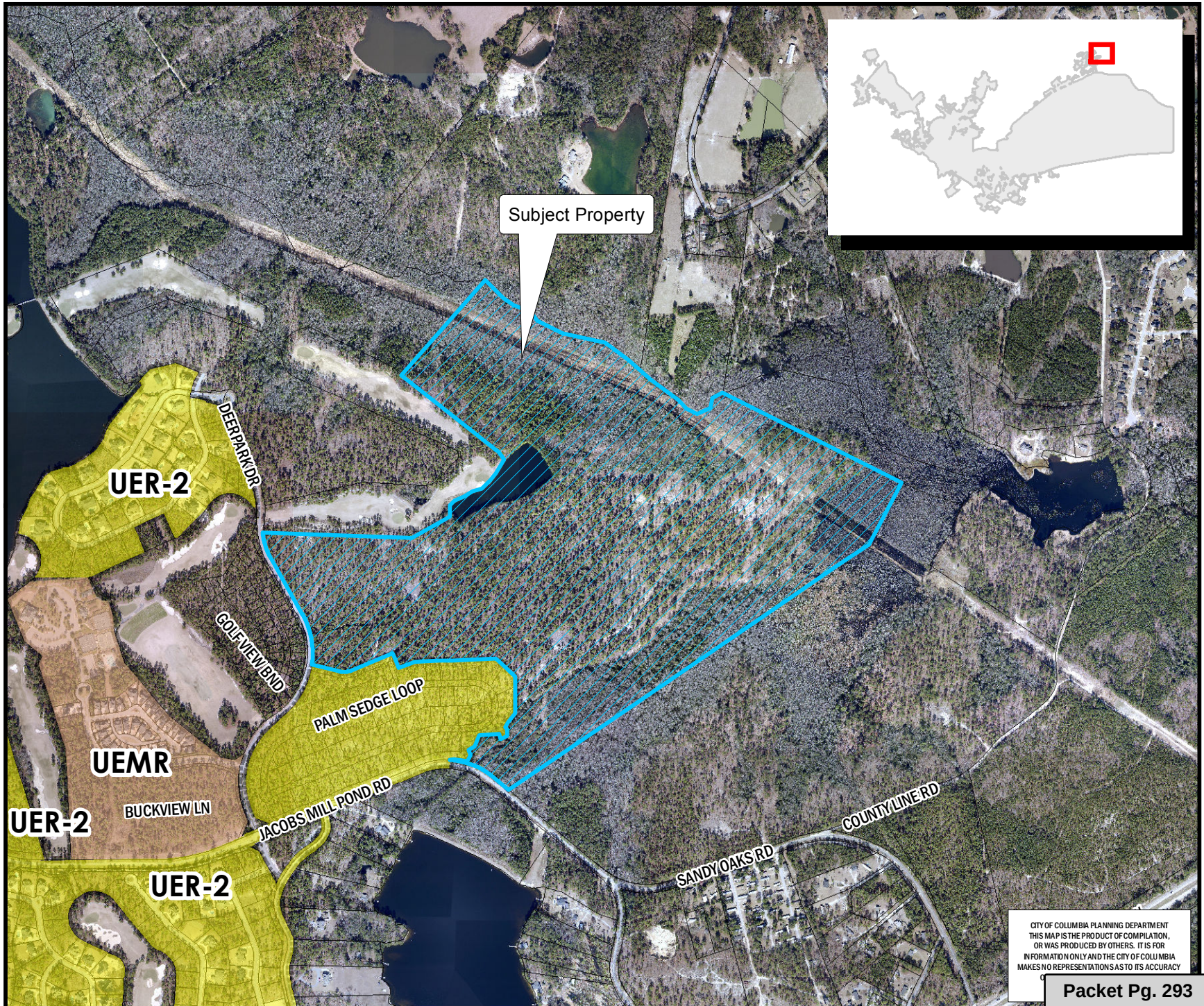
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Leigh DeForth
May 24, 2016



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Packet Pg. 293

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: The Village, Phase 1A, 9 & 13 S. Olmsted Lane, TMS# 28902-14-01 and 28902-14-02

PRESENTER: Krista Hampton

FINANCIAL IMPACT: City Council District:4

Proposal: Request to establish City of Columbia zoning of Planned Unit Development-Residential District (PUD-R) on the property. The property was annexed on July 19, 2016.

Applicant: D.R. Horton, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/04/2016; Approval (7-0)

ATTACHMENTS:

- 09-20-2016_ZPH_CaseSummary_MA_TheVillage1A (PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 7:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

MAP AMENDMENT CASE SUMMARY THE VILLAGE, PHASE 1A, 9 & 13 S. OLMSTED LANE, TMS# 28902-14-01 AND 28902-14-02

City Council District:	4
Proposal:	Request to establish City of Columbia zoning of Planned Unit Development-Residential District (PUD-R) on the property. The property was annexed on July 19, 2016
Applicant:	D.R. Horton, INC
Staff Recommendation:	Approval
PC Recommendation:	04/04/2016; Approval (7-0)
Zoning Public Hearing:	09/20/2016; Confirm Zoning; Pending
Zoning Public Hearing:	10/04/2016; Confirm Zoning; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.5 Acres
Current Use: Single Family Spec. Homes
Proposed Use: Residential
Current Interim Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim Zoning: PUD-R (Planned Unit Development – Residential District)
Proposed Zoning: PUD-R (Planned Unit Development – Residential District)
Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends subject parcels be designated Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map.

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 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 the 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 and Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcels are not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcels were assigned an interim zoning of PUD-R at the time of annexation, and were previously zoned PDD Planned Development by Richland County. Surrounding parcels within the City of Columbia are PUD-R and surrounding parcels within the unincorporated area of Richland County are zoned PDD.

The proposed City of Columbia zoning district is Planned Unit Development – Residential District (PUD-R).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends that City Council confirm the zoning of PUD-R and amend the zoning map accordingly.

City of Columbia

Oldcreek Farms Road and South Olmstead Lane

40.a



Wednesday, March 23, 2016



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Packet Pg. 297

Future Land Use Map

The Village, Phase 1A: Oldcreek Farms Road and South Olmstead Lane, TMS# 28902-14-01 and 28902-14-02. Interim FLU: UER-1

40.a

Department of Planning & Development Services

Legend



- 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



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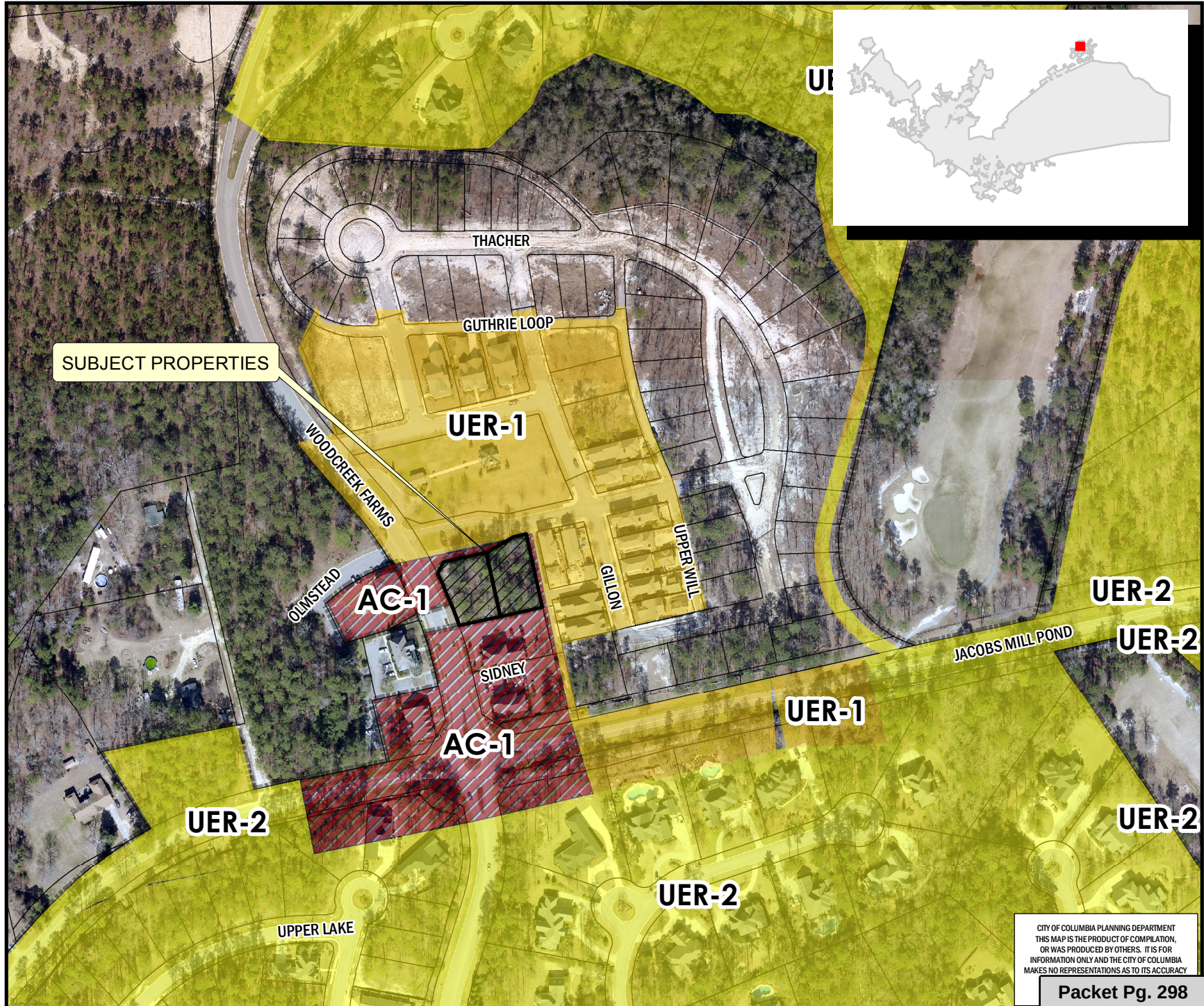
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Ahmed Abdullah
March 22, 2016



We Are Columbia



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Packet Pg. 298

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

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	Ft Jackson Overlay

0 50 100 200 Feet

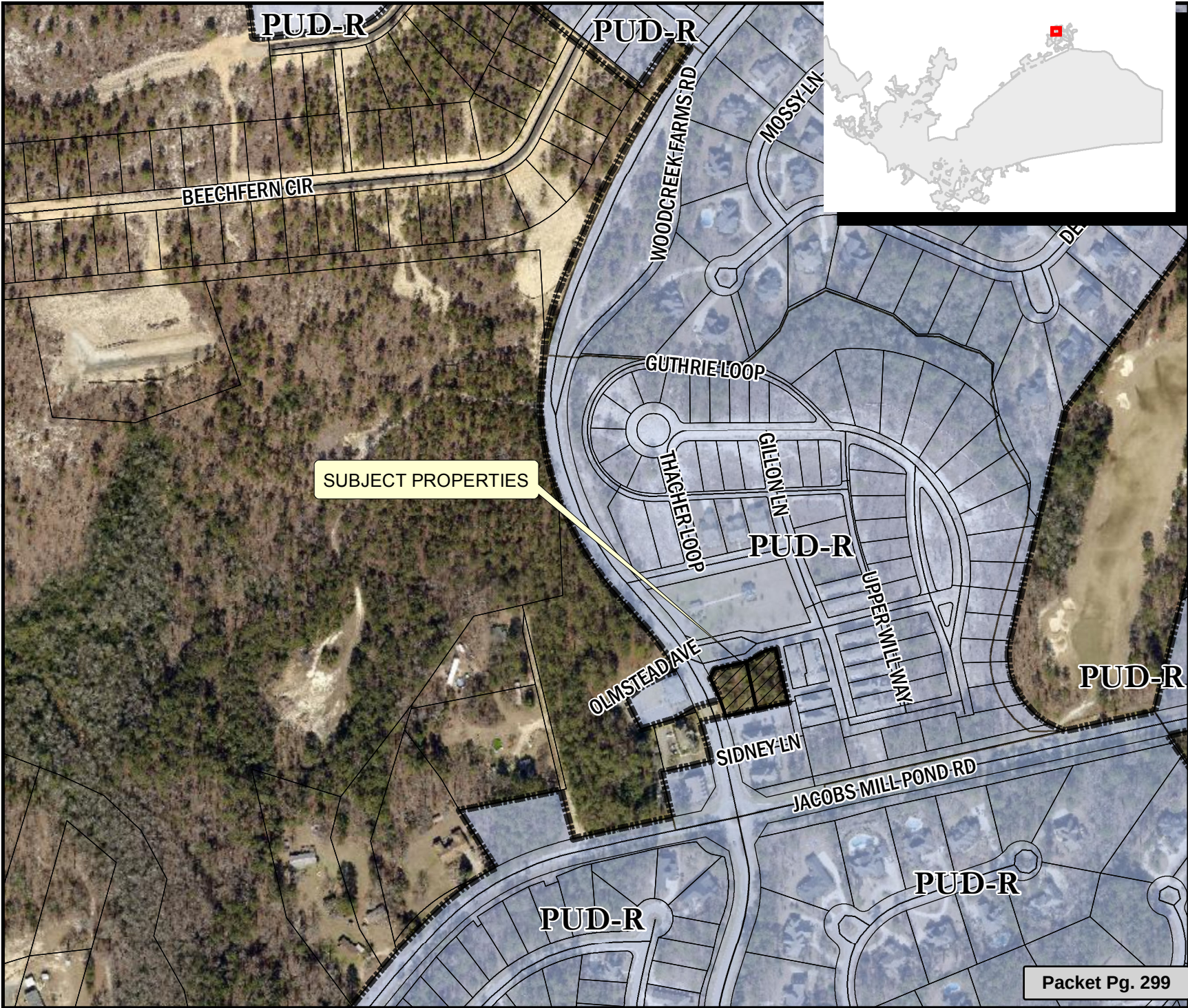
ORIGINAL PREPARATION/DATE:
 This map was prepared by:
 Ahmed Abdullah
 March 22, 2016

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The Park, Phase 1A: Oldcreek Farms Road and South Olms
 TMS# 28902-14-01 and 28902-14-02
ZONING: Existing: PDD (County); Proposed: Interim PUD-R (City)

40.a



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: 523 Winmet Drive, TMS #11702-02-12 and N/S Amberley Road, TMS #11702-02-21

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2016-082 - Annexing and Incorporating 523 Winmet Drive and N/5 Amberley Road, Richland County TMS #11702-02-12 and 11702-02-21 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 for 523 Winmet Drive: Request to annex, assign Urban Core Community Activity Center (UCAC-2) Land Use Classification and RG-1 Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as RM-MD by Richland County. Proposal for N/S Amberley Road: Request to annex, assign Urban Edge Residential - Small Lot (UER-1) Land Use Classification and RS-1 Zoning. The property is currently classified as Mixed Residential - High Density by Richland County and zoned as RM-MD by Richland County.

Applicant: Minhaj-Ul-Quran USA (MQ-USA)

Staff Recommendation: Approval

PC Recommendation: 08/01/16; Approval (6-0)

ATTACHMENTS:

- 09-20-2016_ZPH_ANNEX_523 WinmetDrive - and - NS AmberleyRoad (PDF)
- 2016-082 annex-incorporate 523 Winmet & NS Amberley(PDF)

HISTORY:

09/20/16

City Council

APPROVED ON FIRST READING



CITY COUNCIL

September 20, 2016 at 7:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 523 WINMET DRIVE, TMS# 11702-02-12 AND N/S AMBERLEY ROAD, TMS# 11702-02-21

Council District:	1
Proposal for 523 Winmet Drive:	Request to annex, assign Urban Core Community Activity Center (UCAC-2) Land Use Classification and RG-1 Zoning. The property is currently classified as Mixed Residential – High Density by Richland County and zoned as RM-MD by Richland County.
Proposal for N/S Amberley Road:	Request to annex, assign Urban Edge Residential - Small Lot (UER-1) Land Use Classification and RS-1 Zoning. The property is currently classified as Mixed Residential – High Density by Richland County and zoned as RM-MD by Richland County.
Applicant:	Minhaj-Ul-Quran USA (MQ-USA)
Staff Recommendation:	APPROVAL
PC Recommendation:	08/01/16; APPROVAL (6-0)
ZPH, 1st Reading:	09/20/16; PENDING
ZPH, 2nd Reading:	10/04/16; PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

523 Winmet Drive

Acreage: ~0.65 acres

Current Use: Residence

Proposed Use: Expansion of religious place of worship to include picnic shelters and addition to existing structure located on TMS# 11702-02-32

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current Land Use Classification: Mixed Residential (High Density)
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: RM-MD Residential, Multi-Family, Medium Density District
Proposed Zoning: RG-1 General Residential District
Census Tract: 106

N/S Amberley Road

Acreage: 2.67 acres

Current Use: Vacant Land

Proposed Use: Expansion of religious place of worship to include picnic shelters and addition to existing structure located on TMS# 11702-02-32

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current Land Use Classification: Mixed Residential (High Density)

Proposed Land Use Classification: Urban Edge Residential - Small Lot (UER-1)

Current Richland County Zoning: RM-MD Residential, Multi-Family, Medium Density District

Proposed Zoning: RS-1 (Single Family Residential District)

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 annexations of 523 Winmet and N/S Amberley will result in an increased number of calls for services and will cost the CPD **\$426.62** annually to provide service once the project is completed based upon current calls for service to the adjacent parcel under the same ownership.

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

At this time the property is undeveloped and future uses would be commercial/institutional. Solid Waste services cost would be \$0.00 since this services is not provided to commercial/institutional uses.

Engineering

Because water and sewer lines currently exist in this area and the developer will install new infrastructure at the time of development, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. There is a tap fee for the property owner.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the customer.

Planning & Development Services

We recommend annexation of this property. The estimated annual city property tax revenue after annexation of these properties will generate approximately **\$0.00**, as this property is owned and operated by a religious institution.

*Estimated City Tax Revenue calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are constituted of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Concerning utilities, these areas do not assume that the water or sewer line extends directly to each lot, but that it is available for extension in a reasonable manner. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and, where appropriate, should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

523 Winmet Drive -

Staff recommends that the subject parcel be designated Urban Core Community Activity Center (UCAC-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. They are destination locations that serve an area of about a 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 or Medium

Tertiary Types:

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

N/S Amberley Road-

Staff recommends that the subject parcel be designated Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Cul-de-sacs are most prominent in this development type.

Primary Types:

- Single-family Detached

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is not covered by an area plan which has been adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

523 Winmet Drive –

The parcel is currently zoned Residential, Multi-Family – Medium Density District (RM-MD) by Richland County, and surrounding parcels within the City of Columbia are zoned General Residential District (RG-1) to the West and General Residential District (RG-2) to the North. Surrounding parcels in unincorporated Richland County are zoned Residential, Multi-Family – Medium Density District (RM-MD).

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.

N/S Amberley Road –

The parcel is currently zoned Residential, Multi-Family – Medium Density District (RM-MD) by Richland County, and surrounding parcels within the City of Columbia are zoned Single Family Residential District (RS-1) to the West and Northwest, and General Residential District (RG-1) to the East and Southeast. Adjacent properties within unincorporated Richland County are currently zoned Residential, Multi-Family – Medium Density District (RM-MD).

The proposed City of Columbia zoning district is Single Family Residential District (RS-1).

Single Family Residential District (RS-1)

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

523 Winmet Drive –

Staff recommends that City Council annex said land and assign a land use classification of UCAC-2 and assign zoning of RG-1 at the time of annexation.

N/S Amberley Road –

Staff recommends that City Council annex said land and assign a land use classification of UER-1 and assign zoning of RS-1 at the time of annexation.



Future Land Use Map

523 Winmet Drive; TMS#: 11702-02-12

41.a

Existing Richland County FLU: Mixed Residential (High Density); Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend



- 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
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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



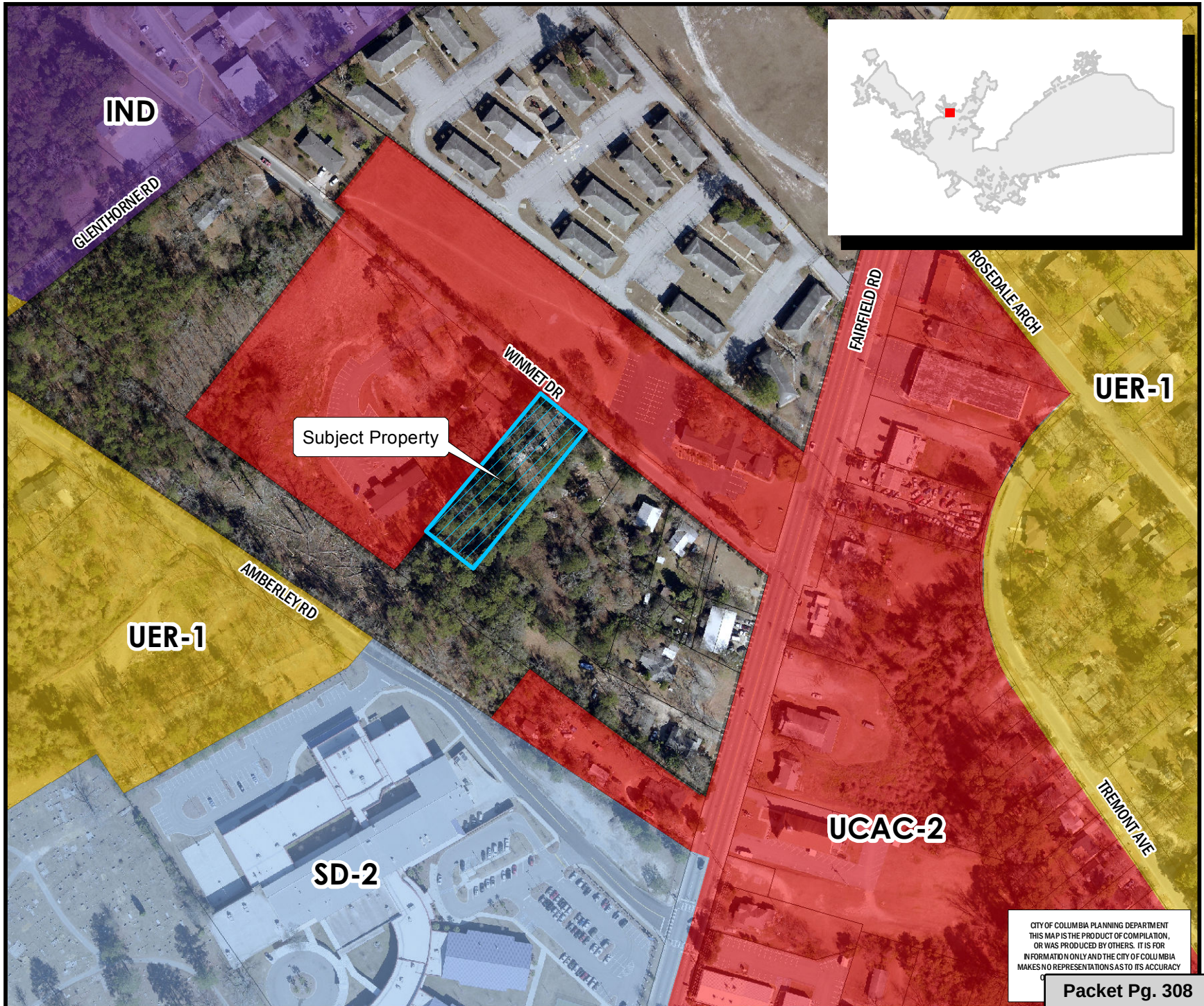
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
July 18, 2016



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

523 Winmet Drive; TMS#: 11702-02-12
Existing Zoning: RM-MD; Proposed Zoning: RG-1

41.a

Legend

 CITY LIMITS
 PARCELS

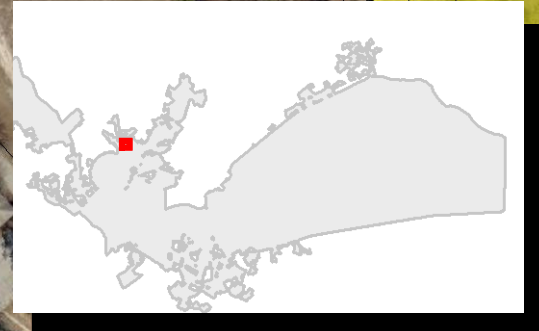
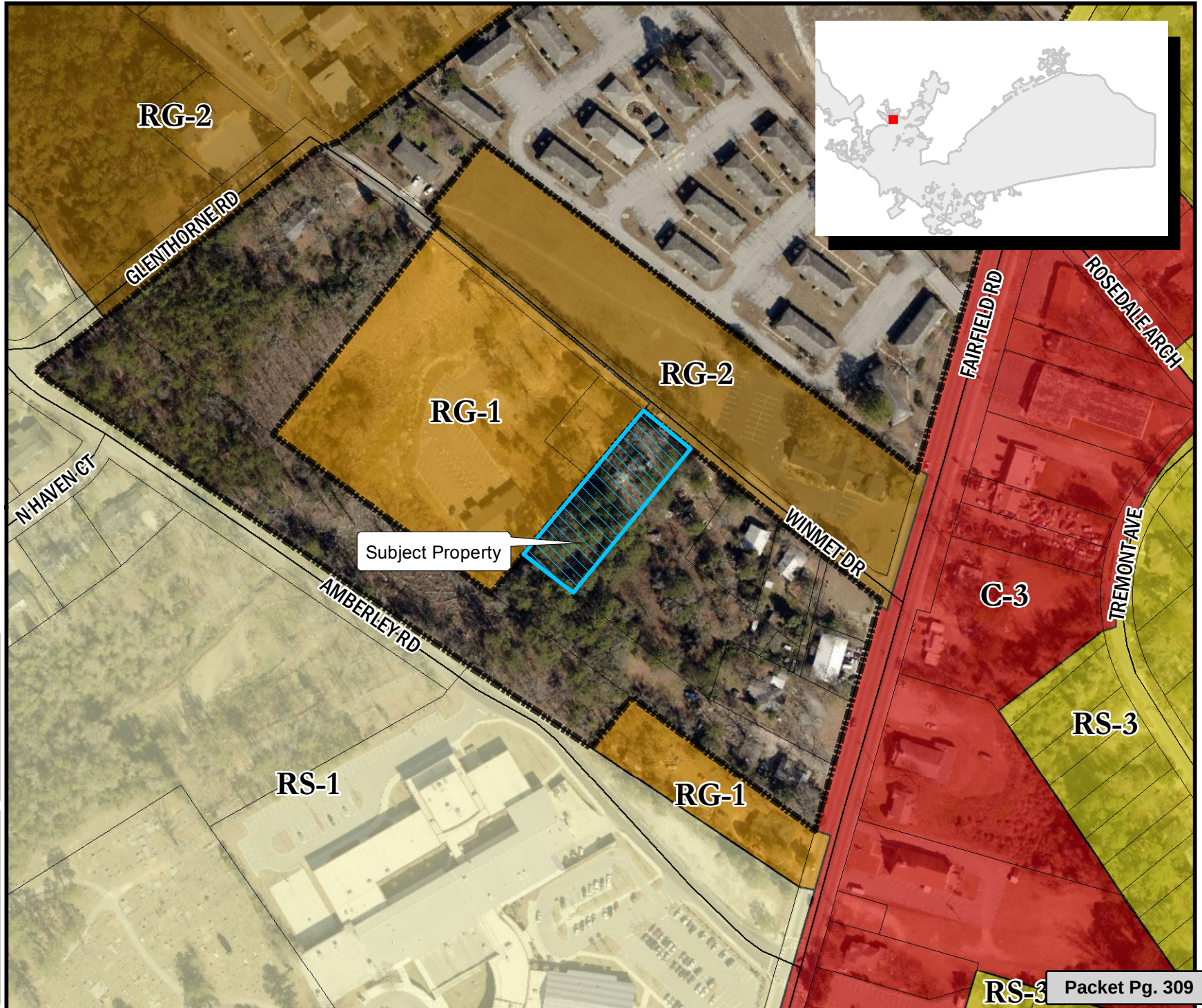
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 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



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Future Land Use Map

N/S Amberley Road; TMS#: 11702-02-21

41.a

Existing Richland County FLU: Mixed Residential (High 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
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-  SD-6 - Fort Jackson



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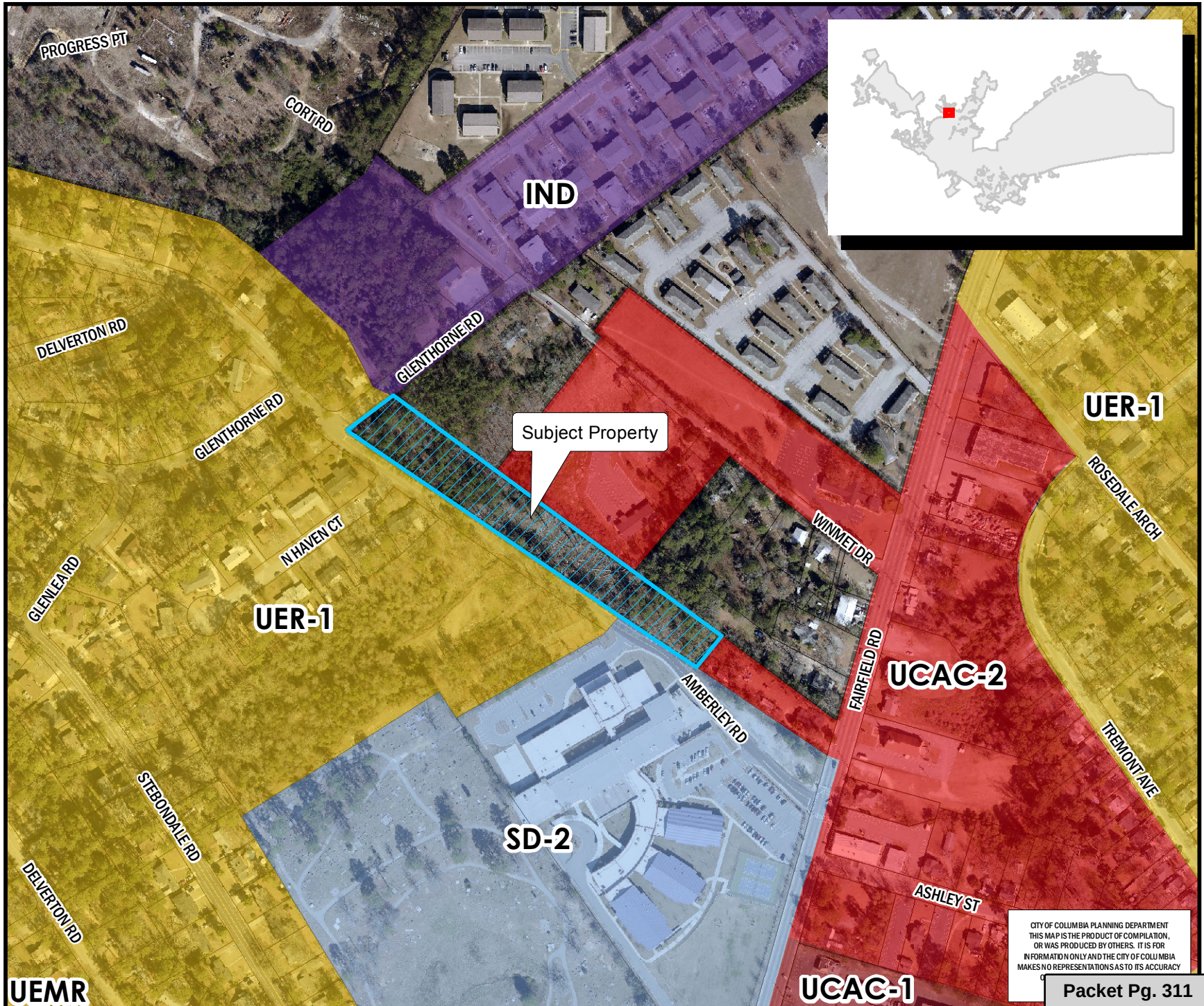
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

N/S Amberley Road; TMS#: 11702-02-21
Existing Zoning: RM-MD; Proposed Zoning: RS-1

41.a

Legend

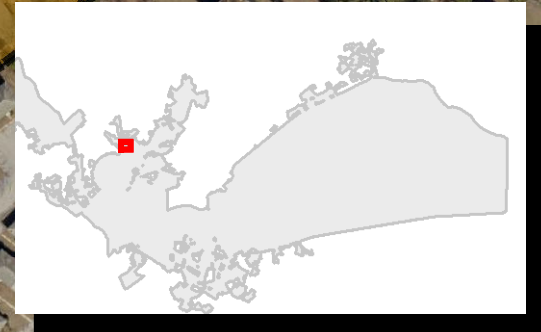
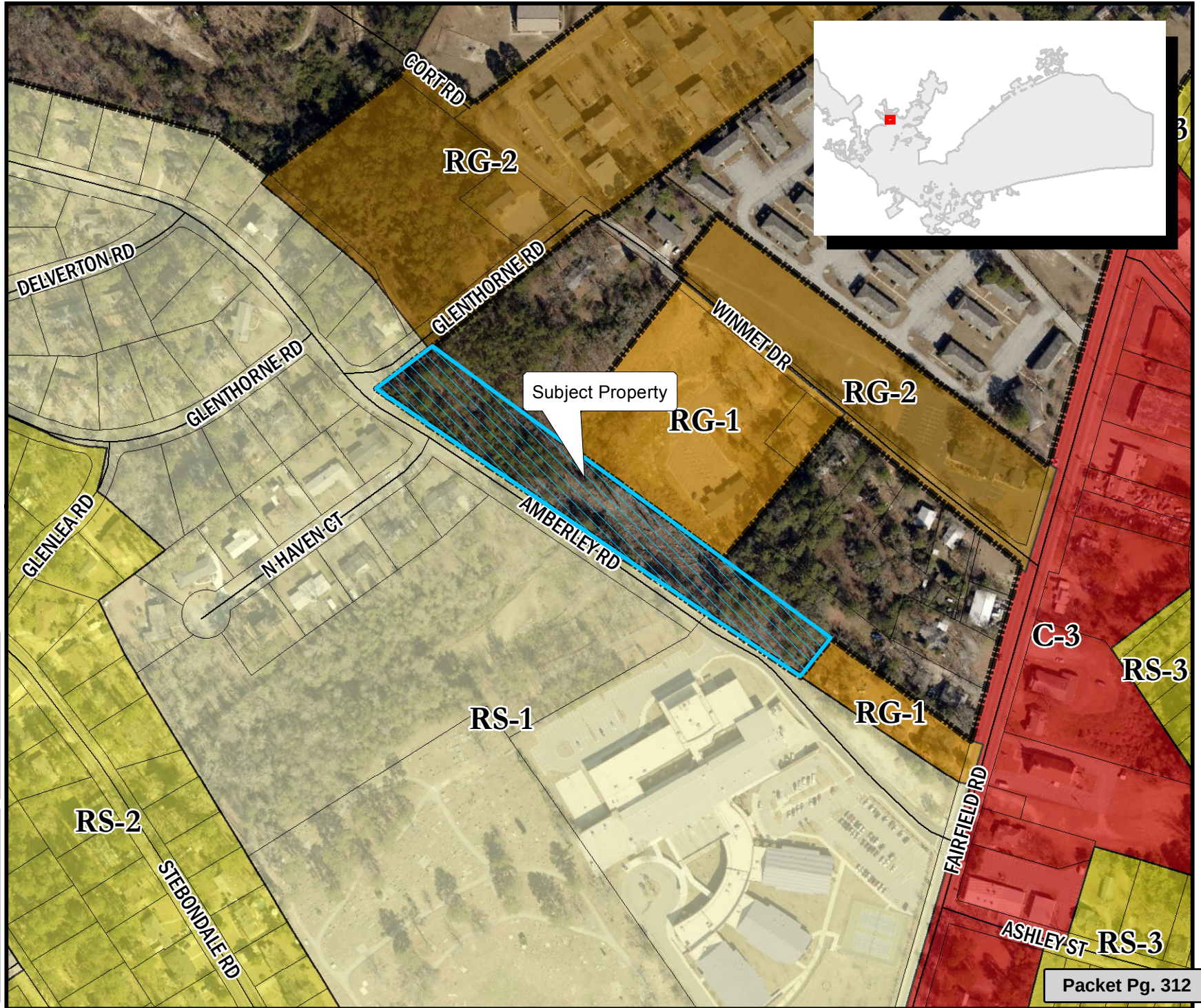
CITY LIMITS
 PARCELS

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:
Leigh DeForth
July 18, 2016

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ORDINANCE NO.: 2016-082

*Annexing and Incorporating 523 Winmet Drive and N/S Amberley Road,
Richland County TMS #11702-02-12 and 11702-02-21 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 _____, 2016, 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. The property located at 523 Winmet Drive shall be zoned RG-1 (General Residential District), and the property located at N/S Amberley Road shall be zoned RS-1 (Single Family Residential District), apportioned to City Council District 1, Census Tract 106, contains 3.32 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2) to 523 Winmet Drive and Urban Edge Residential – Small Lot (UER-1) to N/S Amberley Road.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11702-02-12 and 11702-02-21

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

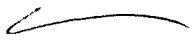
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

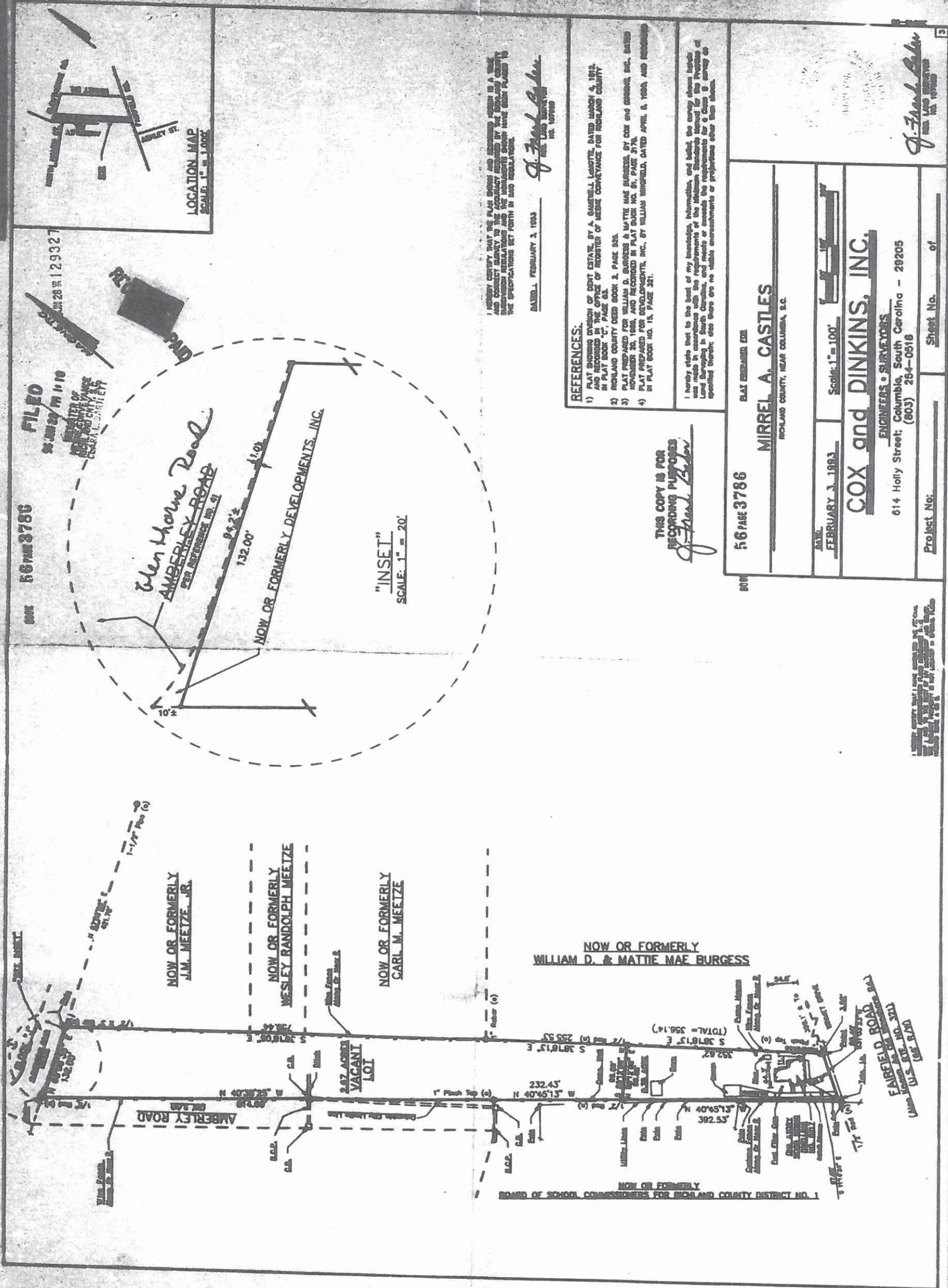
LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2016-082

All that certain piece, parcel or lot lying and being situated near the City of Columbia, the County of Richland, and the State of South Carolina, being more particularly shown as 521/523 Winmet Drive on a plat prepared by Richard M. Lee, R.E., recorded on July 20, 1961, in Plat Book 18, Page 78 in the Office of the RMC for Richland County; also being shown as the Northwest ninety (90') feet of Tract Three (3) on a plate prepared for J.M. Meetze dated August 31, 1956, by Evett & Hinley, recorded in Plat Book 9, page 108 in the said office of the RMC for Richland County; and,

All that certain piece, parcel or lot lying and being situated near the City of Columbia, the County of Richland, and the State of South Carolina, shown and designated as a "2.67 Acres Vacant Lot" on a plat prepared for Mirrell A. Castles by Cox and Dinkins, Inc. dated February 3, 1993 and recorded in the Office of the ROD for Richland County on June 28, 1996 in Plat Book 56 at page 3786 and having the metes and bounds as shown thereon.

N/S
AMBERLEY



I HEREBY CERTIFY THAT THE PLAT SHOWN AND EXHIBITED HEREIN IS A TRUE AND CORRECT PLAT OF THE LAND SHOWN AND EXHIBITED HEREIN, AND THAT THE SAME HAVE BEEN PLACED IN THE OFFICES OF THE CLERK OF THE SUPERIOR COURT OF RICHLAND COUNTY, SOUTH CAROLINA, FOR RECORD AND INDEXING.

DATE: FEBRUARY 3, 1983
J. Frank Baker
J. FRANK BAKER
NO. 10798

- REFERENCES:
- 1) PLAT SHOWING DIVISION OF DEBT ESTATE, BY A. GAMBLELL LAMOTTE, DATED MARCH 5, 1982, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF RICHLAND COUNTY IN PLAT BOOK "C", PAGE 61.
 - 2) RICHLAND COUNTY DEED BOOK 2, PAGE 548.
 - 3) PLAT PREPARED FOR WILLIAM D. BURGESS & MATTIE MAE BURGESS, BY COX AND DINKINS, INC., DATED NOVEMBER 20, 1980, AND RECORDED IN PLAT BOOK NO. 81, PAGE 317.
 - 4) PLAT PREPARED FOR DEVELOPMENTS, INC., BY WILLIAM WINGFIELD, DATED APRIL 5, 1980, AND RECORDED IN PLAT BOOK NO. 15, PAGE 321.

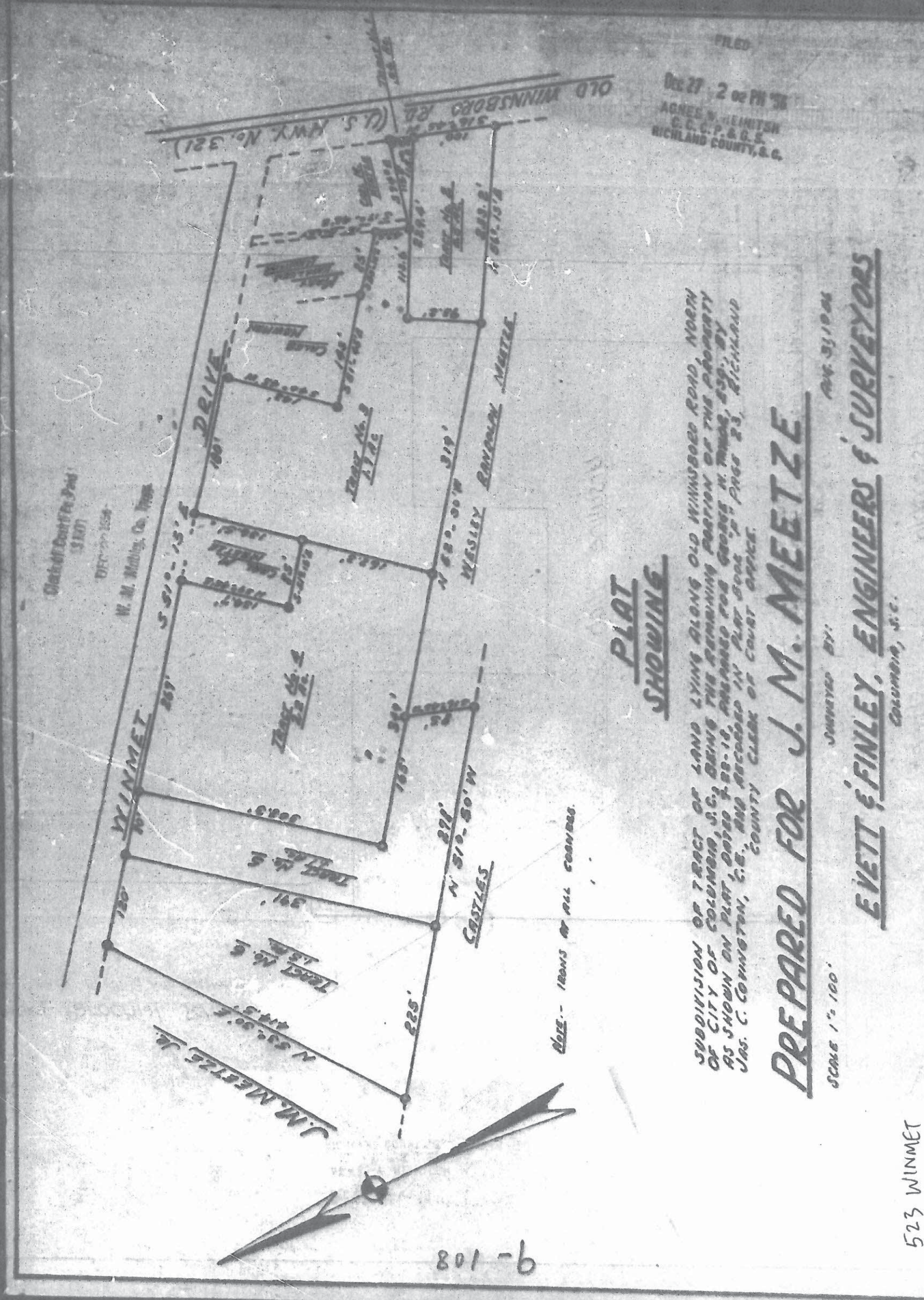
I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; and there are no visible encroachments or projections other than those shown.

THIS COPY IS FOR
RECORDING PURPOSES
J. Frank Baker

56 PAGE 3786	
BLAT EXHIBITED FOR MIRREL A. CASTLES RICHLAND COUNTY, NEAR COLUMBIA, S.C.	
DATE FEBRUARY 3, 1983	Scale: 1" = 100'
COX and DINKINS, INC. ENGINEERS & SURVEYORS 614 Holly Street, Columbia, South Carolina - 29205 (803) 254-0518	
Project No. _____	Sheet No. _____ of _____

J. Frank Baker
NO. 10798

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT AND THAT IT IS A TRUE AND CORRECT PLAT OF THE LAND SHOWN AND EXHIBITED HEREIN, AND THAT THE SAME HAVE BEEN PLACED IN THE OFFICES OF THE CLERK OF THE SUPERIOR COURT OF RICHLAND COUNTY, SOUTH CAROLINA, FOR RECORD AND INDEXING.



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 that certain piece, parcel or lot of land with improvements thereon, situate lying and being in the County of Richland, State of South Carolina, and being more particularly shown as 521/523 Winmet Drive on a plat prepared by Richard M. Lee, R.E., recorded in July 20, 1961, in Plat Book 18, Page 78 in the office of the RMC for Richland County; also being shown as the Northwest ninety (90') feet of Tract Three (3) on a plat prepared for J.M. Meetze dated August 31, 1956, by Evett & Hinley, recorded in Plat Book 9, page 108 in the said office of the RMC for Richland County; and

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, shown and designated as a "2.67 Acres Vacant Lot" on a plat prepared for Mirrel A. Castles by Cox and Dinkins, Inc., dated February 3, 1993 and recorded in the Office of the ROD for Richland County on June 28, 1996 in Plat Book 56 at page 3786 and having the metes and bounds as shown thereon.

Richland County TMS: 11702-02-12 and 11702-02-21
 Property Address: 523 Winmet Drive and N/S Amberley Road

Minhaj-Ul-Quran USA (MQ-USA)

BY: _____

Signature

CHAUDHRY SADIQ

(Print or Type Name)

Date: 07/19/2016

Its: PRESIDENT

(Print or Type Title)



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Project for Asphalt Paving Repairs at Wildewood Downs Circle and Wildewood Point, as requested by the Utilities and Engineering Department. Award to Carolina Tap and Bore, Inc., a certified Local Business Enterprise in an amount not to exceed \$217,360.00. This firm is located in West Columbia, SC.

FINANCIAL IMPACT: Engineering-Paving & Asphalt Supplies, 5511706-623500-\$136,000.00 and Unforeseen Projects, 5529999-658650-WM432302. The original budgeted amount is \$217,360.00.

Sub-consulting services will be \$85,000.00 (39.1%) of the total contract value.

\$45,000.00 - InLine Paving Industries, LLC of Lexington, SC will provide asphalt paving services.

\$40,000.00 - North East BackFlow of Lugoff, SC will provide sub grade work & hauling services.

ORIGINAL BUDGET: \$217,360.00

STRATEGIC GOALS: Invest in Infrastructure

Two (2) bids were received for the Re-Bid of Wildewood Downs Circle and Wildewood Point Asphalt Paving Repairs (BID021-16-17-LRL) as requested by Utilities and Engineering. This project was not under the provisions of the MPP or SOP Program.

The total construction time allocated for this project is Fifteen (15) days after the notice to proceed is issued. I respectfully request City Council's approval of this service from Carolina Tap and Bore, Inc., a certified LBE, at an amount not to exceed \$217,360.00.

Carolina Tap and Bore Inc. is located in West Columbia, SC.

Base Bid	\$197,600.00
Contingency	\$19,760.00
Total (Not to Exceed)	\$217,360.00

ATTACHMENTS:

- wildewood_downs_memo (PDF)
- Wildewood Downs CC information(PDF)



We Are Columbia

To: Teresa Wilson, City Manager
From: Melissa Gentry, Assistant City Manager
Date: 10/11/16
Subject: WM432302 Recommend Approval to Award Project to Low Bidder

The City of Columbia experienced a waterline break in the Wildewood Downs Community in July of this year. The waterlines in this community are PVC material, which was acceptable at the time the community was developed; however, if constructed under the current specifications, the lines within the residential living community would be ductile iron pipe due to the system pressure in this area. Unfortunately, there is a history of waterline breaks in this area due to the high pressures. We have installed permanent blow-offs on the waterlines in this residential community that will help relieve high pressure points and help minimize the chances of future breaks.

As a result of the waterline break that occurred, there is a large section of pavement in need of repair. The City originally held the bid opening for this project on August 26th, however, no bids were received. The project was then rebid to extend the advertisement period in an effort to promote bidder participation. The second bid opening occurred on Sept 23, with only two bids being received.

There has been concern expressed with the difficulty in receiving bids but also the discrepancy between the engineering cost estimate (\$136,000) and the two bids (\$217,360 and \$242,440) that were received. Staff has performed a detailed cost analysis to evaluate the discrepancies between unit prices for each line item and quickly recognized those items that resulted in the bids being higher than estimated. They include the removal of existing asphalt, resurfacing cost, sediment and erosion control, pavement striping and traffic control cost.

City staff typically utilizes actual bid history from previous projects when determining a unit price to use for particular bid items. Doing so is most reliable when there are a multitude of projects similar in nature to help identify the average unit price for a particular item. The City rarely performs paving only work of this nature, therefore, the City does not have a vast amount of bid history with this type of work, subsequently, the City estimate was lower than any bids received for the project. In addition, this job in particular offers many unique challenges, in that it is located within a retirement community that presents tight working parameters in close proximity to residential structures, which also involves elevated observer interest as well as challenges with providing adequate access to all residential units while the job is being performed. It is also a small job, which typically results in higher unit prices than the City receives when compared to larger projects.



We Are Columbia

There has been discussion of trying to hold off on this repair and rebid in attempts to cast a wider net to the contractor community outside of the surrounding region. That approach is not recommended since this repair is relatively small in nature and therefore is most attractive to local contractors who do not have to cover elevated mobilization and overhead costs due to travel expenses associated with working out of town. In addition, local contractors likely have a lower unit price from local asphalt suppliers since they do more volume of work within this area than out of town contractors.

Recommend approval to move forward with award of the project to Carolina Tap and Bore, the low bidder in the amount of \$217,360. This project will be funded using the Unforeseen Project CIP identified and budgeted each year in the CIP for unforeseen conditions that occur throughout the year such as line breaks.

Bid Tabulation Report
BID021-16-17-LRL: Wildewood Downs Paving (WM4382) REBID
Friday, September 23, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001912 - Carolina Tap and Bore Inc.					
2430 Morningside Dr. West Columbia, SC 29169-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: N Local Bus Preference: No ADDENDUMS: N BIDDING DOCUMENTS: Yes AMENDMENT: N Certified Local Vendor: N		
1	91396	Wildewood Downs Paving (WM4382) REBID As per described speci	1.00	197,600.00	197,600.00
Total Carolina Tap and Bore Inc.					197,600.00
Bidder ID: B002064 - G.H. Smith Construction, Inc.					
430 Shuler Court Columbia, SC 29212-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: Yes ADDENDUMS: Y BIDDING DOCUMENTS: Yes AMENDMENT: Y Certified Local Vendor: N		
1	91396	Wildewood Downs Paving (WM4382) REBID As per described speci	1.00	220,400.00	220,400.00
Total G.H. Smith Construction, Inc.					220,400.00

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.

Bid No: 021-16-17-LRL

Page No: 34

Bid#021-16-17-LRL Wildewood Downs Paving (WM4382) REBID**Business Information Records**

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 the proposed changes.

Business Name Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Services/Mat (\$ Value)	SOP DBE, DVBE	MPP MBE, WBE, SBE
In Line Paving Industries, LLC 161 Church View Court Lexington, SC 29073	803-996-0565 Bruce	Asphalt Paving	\$45,000.00		OBE
North East Backflow 1138 Otis Richardson Rd Lugoff, SC 29078	803-309-0841 Tony Campbell	Sub Grade Work & Hauling	\$40,000.00		WBE

TOTAL: \$ 85,000.00

Carolina Tap & Bore, Inc

Contractor

By

I certify this information is true and correct.

Form 710

09-23-2016

BID ITEM #1
MILL APPROX 300 SY OF ASPH PVMT
(FULL DEPTH). REPAIR BASE WITH
FLOWABLE FILL AS REQUIRED.

BID ITEM #2
RESURFACE ROADWAY 12" THICK WITH
6" OF INTERMEDIATE COURSE TYPE B. 6"
OF SURFACE COURSE TYPE B. IN 2" LIFTS
(300 SY)

BID ITEM #4
RESURFACE WITH 10" OF
ASPHALT PAVEMENT WITH
6" OF INTERMEDIATE
SCDOT TYPE B AND 4" OF
ASPHALT SURFACE COURSE
TYPE B (2" LIFTS)

BID ITEM #9
THERMOPLASTIC STOP BAR AND STOP
LETTERING MARKINGS TO MATCH EXISTING

BID ITEM #3
REMOVE ASPHALT & REGRADE ROAD
SUBGRADE TO MEET MINIMUM SPECS.
(600 sy)



Bid#021-16-17-LAL

ASPHALT ROAD REPAIR

WM 4382

WILDEWOOD DOWNS CIRCLE

COLUMBIA, SOUTH CAROLINA

ALL WORK AND TRAFFIC CONTROL
SHALL MEET ALL SC DOT STANDARD
SPECIFICATIONS AND CONSTRUCTION
DETAILS

Legend

- RESURFACE ASPHALT
- REMOVE ASPHALT



1 inch = 50 feet



CITY OF COLUMBIA
UTILITIES & ENGINEERING

This map was prepared by:
Intrudge
City of Columbia - Engineering Division

9/6/2016

PAGE 1 OF 1

Packet Pg. 325

Packet Pg. 326



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Office of Business Opportunities

FROM: Tina Herbert,

SUBJECT: Business Spotlight Honoree Recognition and Proclamation
(Spotted Salamander Café and Catering) - Mr. Angelo
McBride, Administrator of Office of Business Opportunities

PRESENTER: Angelo McBride

FINANCIAL IMPACT:

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Business Growth & Investment

ATTACHMENTS:

- OBO Business Spotlight Memo - Spotted Salander Oct 2016 (PDF)
- Spotted Salamander Café and Catering Quarter correct (PDF)



Office of Business Opportunities

Everybody Counts, Everybody Contributes, Everybody Benefits

MEMORANDUM

To: Erika Moore, City Clerk

From: Angelo McBride, Small Business Program Administrator

CC: Tina N. Herbert, Executive Director

Date: September 12, 2016

Re: Business Spotlight Honoree Recognition

The Office of Business Opportunities would like to be placed on City Council agenda for Tuesday, October 18, 2016 to formally recognize Spotted Salamander Café and Catering as the Quarter Business Spotlight Honoree.

Spotted Salamander Café and Catering was established on July 27, 2011 in Columbia, South Carolina. They are known for their unique customer experience creating daily eye-catching menus and individualized catering menus using the freshest local ingredients.

Spotted Salamander Café and Catering has been widely recognized and featured in the Daily Gamecock, the State Newspaper, and maintained exceptional social media ratings.

Because of their community involvement and contribution, reputation, and innovation, Spotted Salamander Café and Catering was selected as this Quarter's Business Spotlight Honoree.

The Honorees:
Jessica Shillato
Spotted Salamander Café and Catering
1531 Richland Street
Columbia, SC 29201



A Proclamation

WHEREAS, Spotted Salamander Café and Catering established on July 27, 2011 is known for their unique customer experience creating individualized catering menus using the freshest local ingredients in Columbia, South Carolina; and

WHEREAS, Spotted Salamander Café and Catering has been one of Columbia's go-to community restaurants for six years, with an ever changing daily eye-catching menu, encouraging customers to come back and try new favorites; and

WHEREAS, Jessica Shillato, owner, has made significant contributions to Ronald McDonald House, Historic Columbia; Tell Them; AMI Kids; Palmetto Center for Women; and other charitable organizations; and

WHEREAS, Spotted Salamander Café and Catering has been widely recognized and featured in the Daily Gamecock, The State Newspaper, and has maintained exceptional social media ratings; and

WHEREAS, the City of Columbia and the Columbia Chamber of Commerce recognizes Spotted Salamander Café and Catering as Business Spotlight Honoree for 2016 and congratulate them on 6 years of success..

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 third quarter Business Spotlight Honoree of 2016 as

Spotted Salamander Café and Catering Quarter

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: National Pregnancy and Infant Loss Remembrance Day
Proclamation - The Honorable Tameika Isaac Devine

FINANCIAL IMPACT:

ATTACHMENTS:

- National Pregnancy and Infant Loss Remembrance Day 2016 (PDF)



City of Columbia
A Proclamation

WHEREAS, Pregnancy and Infant Loss Remembrance Day is a day of remembrance for pregnancy loss and infant deaths, which includes but is not limited to miscarriage, stillbirth, SIDS, or the death of a newborn; and

WHEREAS, over 23,000 infants died in the United States in 2013 and South Carolina's infant mortality rate dropped remarkably in 2013; and

WHEREAS, nearly 1 in 4 women have experienced the loss of a baby in pregnancy; and

WHEREAS, the loss of a baby remains a sad reality for many families and takes a serious toll on the health and well-being of families as well as our community and the nation as a whole; and

WHEREAS, even the shortest lives are still valuable and the grief of those who mourn the loss of these lives should not be trivialized; and

WHEREAS, recognizing Pregnancy and Infant Loss Remembrance Day will enable the citizens of Columbia to consider how they can meet the needs of bereaved mothers, fathers, and family members and work to prevent the causes of these deaths; and

WHEREAS, the City of Columbia appreciates the hard work from groups such as Naomi's Circle that help parents who have experienced the loss of a baby in pregnancy or infancy.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 18, 2016 as

National Pregnancy and Infant Loss Remembrance Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: End Child Hunger Week Proclamation - The Honorable Tameika Isaac Devine

PRESENTER: Ashley B. Page, MSW of University of South Carolina

FINANCIAL IMPACT:

ATTACHMENTS:

- End Child Hunger Week (PDF)



City of Columbia
A Proclamation of End Child Hunger Week

WHEREAS, 1 in 5 children in South Carolina live in families where their full food needs are not met; and

WHEREAS, it is fitting and proper that our community at large, local and state government officials, state agencies stakeholders from non-profits, community based organizations, schools and the faith-based community unite to reduce the number of youth facing hunger in our schools, neighborhoods and city; and

WHEREAS, it is fitting and proper to bring awareness to local, state, and national efforts led by United States Department of Agriculture Secretary Tom Vilsack to end childhood hunger; and

WHEREAS, these efforts will lead to a better quality of life for the youth of today and the youth of the future living in Columbia, South Carolina.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 24 through 31, 2016 to be

End Child Hunger Week

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

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



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Domestic Violence Awareness Month - The Honorable
Tameika Isaac Devine

FINANCIAL IMPACT:

ATTACHMENTS:

- Domestic Violence Awareness Month correct (PDF)



A Proclamation

WHEREAS, Columbia City Council has developed a Criminal Domestic Violence Task Force to address the critical domestic violence issues that affect citizens throughout our community; and

WHEREAS, South Carolina ranks fifth nationally in the number of women murdered by men, according to the Violence Policy Center's annual study; and

WHEREAS, domestic violence is the leading cause of injuries to women age fifteen to forty-four, more common than auto accidents, mugging, and cancer combined; and

WHEREAS, males may also be the victims of domestic violence and experience the same dynamics of interpersonal violence as female victims including disbelief, ridicule and shame that only encourages their silence; and

WHEREAS, the City of Columbia recognizes and appreciates the hard work and dedication from agencies such as the South Carolina Coalition Against Domestic Violence and Sexual Assault and Sistercare.

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 October 2016 as

Domestic Violence Awareness Month

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

*Stephen K. Benjamin
Mayor*

*Sam Davis
District I, Council Member*

*Tameika Isaac Devine
At-Large, Council Member*

*Moe Baddourah
District III, Council Member*

*Howard E. Duvall, Jr.
At-Large, Council Member*

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



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Introduction of the City's Grand Marshal for the Mayor's Walk Against Domestic Violence - The Honorable Tameika Isaac Devine

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

The presentation is for the City's first 5K/Run. We will also present the Purple Ambassador for the 5K who is Elizabeth Gray. Elizabeth Gray runs races across the United States to increase awareness for Domestic Violence Awareness.



We Are Columbia

MEETING DATE: October 18, 2016
DEPARTMENT: Planning and Development Services
FROM: *Krista Hampton, Director*
SUBJECT: 1012 Woodrow Street, TMS#11413-05-20
PRESENTER: Krista Hampton
FINANCIAL IMPACT: Council District: 3

Proposal: Rezone the parcel from C-1 to C-2

Applicant: Sharon D. Kerr

Staff Recommendation: Denial

PC Recommendation: 07/11/2016; Denial (6-0)

ATTACHMENTS:

- MA_1012_WoodrowStreet (PDF)

HISTORY:

09/20/16

City Council

DEFER CONSIDERATION



CITY COUNCIL

September 20, 2016 at 7:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CASE SUMMARY 1012 WOODROW STREET, TMS#11413-05-2

Council District:	3
Proposal:	Rezone the parcel from C-1 to C-2
Applicant:	Sharon D. Kerr
Staff Recommendation:	DENIAL
PC Recommendation:	07/11/2016; DENIAL (6-0)
Zoning Public Hearing:	09/20/2016; PENDING
Zoning Public Hearing:	10/04/2016; PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.09 acres
Current Use: Miscellaneous Retail
Proposed Use: Retail
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: C-1 (Office and Institutional District)
Proposed Zoning: C-2 (Neighborhood Commercial District)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject parcel is 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 and Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is covered by the *Old Shandon - Valley Park Neighborhood Conservation Plan* (1980). The plan notes that residents in the Maple Street Area (identified as Area 2) wished to prevent further commercial intrusion. The Plan recommended that the parcel remain zoned C-1 (Plan Exhibits 12 & 13).

PROPOSED ZONING DISTRICT SUMMARY

The subject parcel is currently zoned Office and Institutional District (C-1), as is the property across Woodrow to the West. Surrounding property is zoned Planned Unit Development – Residential District (PUD-R) to the South and East and General Commercial (C-3) to the North. The adjacent PUD-R allows for live-work (or “commercial, residential or mixed use construction”) on the small vacant lot on the corner of Millwood and Woodrow, but otherwise allows only home occupations. Property to the South and East is part of the Old Shandon/Lower Waverly Historic District Area B (Buffer).

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

The proposed City of Columbia zoning is Neighborhood Commercial District (C-2).

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

As the Old Shandon Valley Park Neighborhood Plan recommended that the parcel remain zoned C-1 and the land use plan considers small format business as a tertiary use which is allowed in the C-1, staff recommends the denial of the request to rezone the parcel from C-1 to C-2, as the C-2 has additional uses that are more intense.



Future Land Use Map

Department of Planning & Development Services

1012 Woodrow Street, TMS# 11413-05-2 48.a
FLU: Urban Core Residential Small Lot (UCR-1)

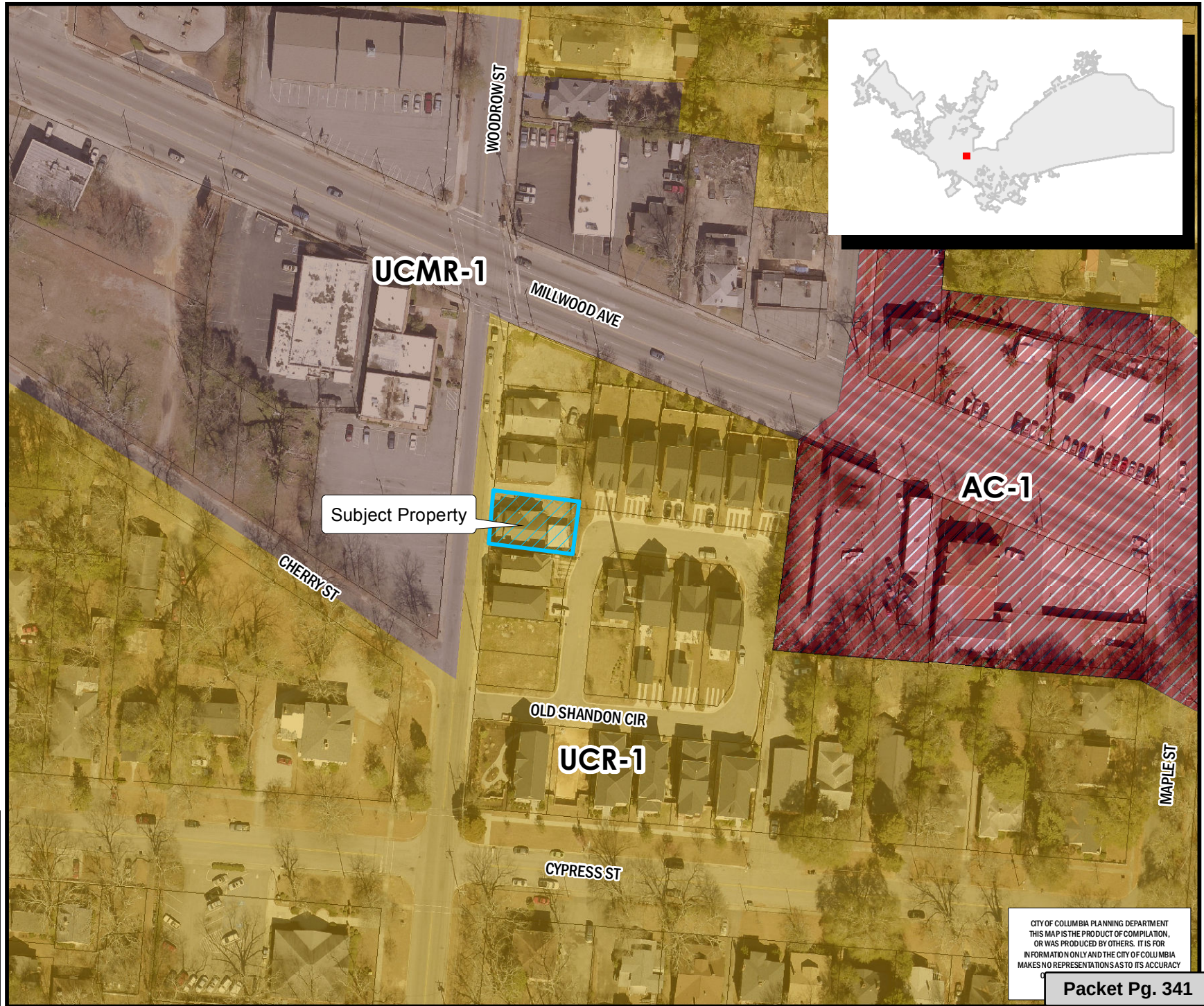


ORIGINAL PREPARATION/DATE:
This map was prepared by:

Leigh DeForth
June 21, 2016



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 341

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1012 Woodrow Street, TMS#: 11413-0 48.a
Existing Zoning: C-1; Proposed Zoning: C-2

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:
Leigh DeForth
June 17, 2016

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.

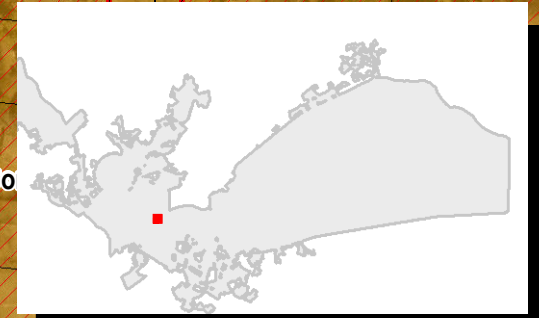
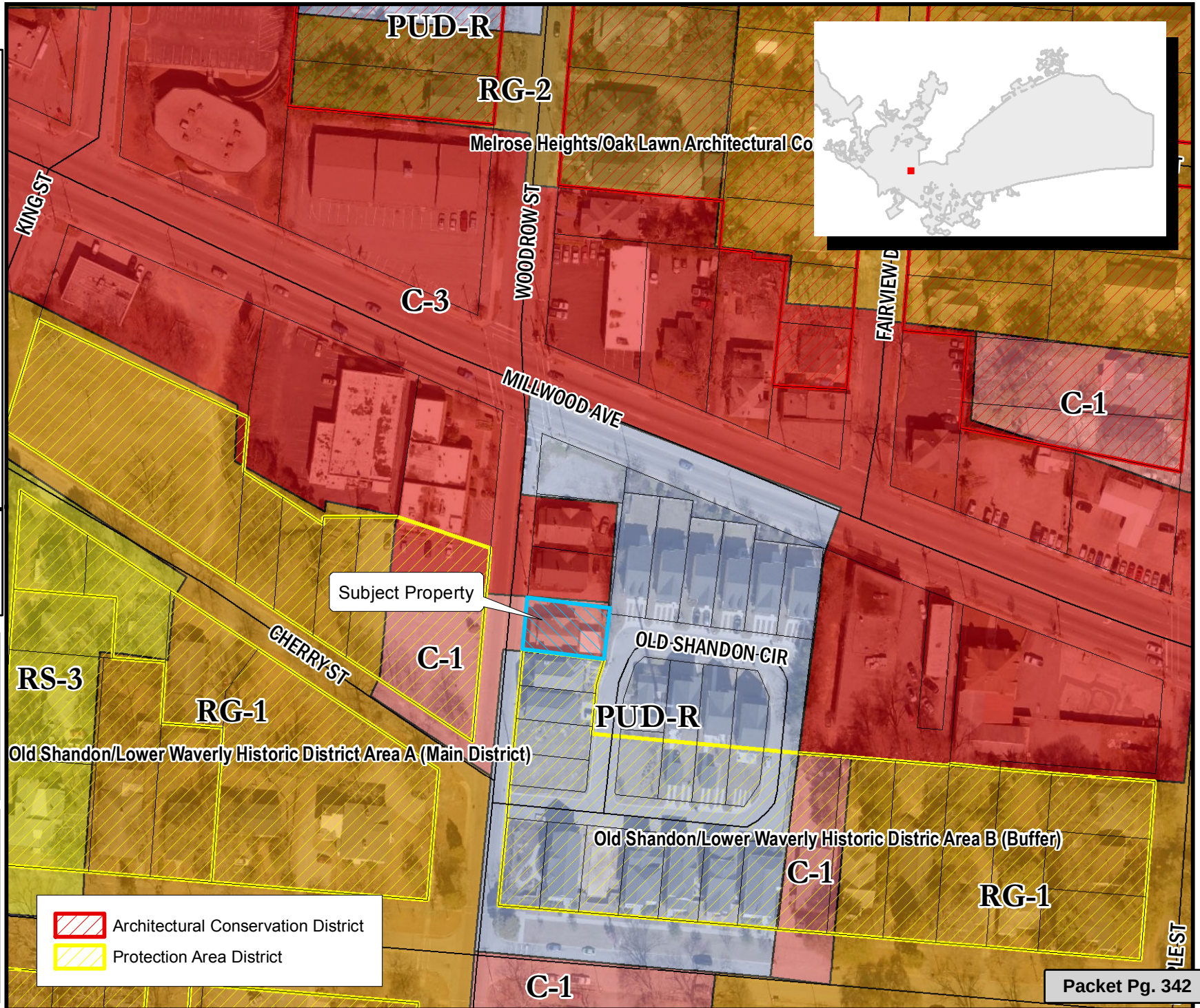


Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studios, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services

Table of Permitted Uses
C-2
Permitted Principal Uses
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Communication: Cable
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Photographic Studios, portrait
Beauty Shops

C-1
Permitted Principal Uses Cont.
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)

C-2
Permitted Principal Uses Cont.
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Physical fitness facilities and yoga facilities
Dance studios
Offices of physicians
Medical and dental laboratories
Legal services
Libraries and information centers
Individual and family social services
Job training and vocational rehabilitation services
Business associations
Professional membership
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services

C-2
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs

C-2
Permitted Principal Uses Cont.
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
U.S. Postal Service
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Electric substations
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)

C-2
Special Exception by Board of Zoning Appeals, Cont.
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

C-2
Special Exception by Board of Zoning Appeals Cont.
Roominghouses and boardinghouses
Coin-operated laundries and dry cleaning
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Membership Sports and Recreation Clubs
Business and secretarial schools
Arboreta, botanical and zoological gardens
Museums and art galleries
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Ordinance No.: 2016-067 - Amending Ordinance No.: 2016-029 Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05 changing the Grantee's name to 1623 Marion St., Inc.

FINANCIAL IMPACT:

ATTACHMENTS:

- 2016-067 amend 2016-029 encroach 1623 Marion Street (PDF)

ORDINANCE NO.: 2016-067

Amending Ordinance No.: 2016-029 Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05 changing the Grantee's name to 1623 Marion St., Inc.

WHEREAS, the Mayor and City Council by Ordinance No.: 2016-029 enacted on June 21, 2016, granted unto the Knights of Columbus (hereinafter "Grantee") the right to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown in Ordinance 2016-029, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, ownership of 1623 Marion Street, Richland County TMS #09014-05-05 has been transferred from the Knights of Columbus to 1623 Marion St., Inc., and the Grantor desires to amend Ordinance No.: 2016-029 to reflect the name of the current owner of record; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016, that Ordinance No.: 2016-029 is hereby amended to reflect the current owner of record as 1623 Marion St., Inc. as Grantee; and,

BE IT FURTHER ORDAINED that 1623 Marion St., Inc., its successors and assigns are hereby granted the rights and privileges heretofore granted by the Mayor and City Council in Ordinance No.: 2016-029 enacted on June 21, 2106, to the Knights of Columbus to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown in the attached ordinance.

Requested by:

Assistant City Manager Gentry

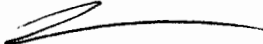
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2016-029

Granting an encroachment to the Knights of Columbus for installation and maintenance of brick pavers and sod within the right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street, Richland County TMS #09014-05-05

WHEREAS, the Knights of Columbus (hereinafter "Grantee") desire to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk 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 21st day of June, 2016, that Grantee, its successors and assigns is hereby granted the right to utilize a portion of the sidewalk right of way area of the 1600 block of Marion Street adjacent to its building at 1623 Marion Street for installation and maintenance of a brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns,

as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 6/7/2016

Final Reading: 6/21/2016

**CITY COUNCIL
ENCROACHMENT SUMMARY
2016-029**



**1623 MARION STREET
BRICK PAVERS**

Subject Property:	Right-of-ways adjacent to 1623 Marion Street, TMS#09014-05-05
Council District:	2
Proposal:	The applicant is requesting to amend encroachment ordinance 2013-036 for installation and maintenance of sod, irrigation and brick pavers
Applicant:	Knights of Columbus
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of brick paver walkway approximately three (3') feet in width and sixteen (16') feet in width; a brick paver walkway approximately two (2') feet in width and sixteen (16') feet in length and sod, as shown on the attached drawing. 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. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Prior to installation, the applicant is to contact the Forestry Division to ensure that there is no damage to the existing tree roots. Any root damage impact the tree's health.
Land Development	Recommend approval.
Fire	Recommend approval.
Parking Services	Recommend approval.

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: March 23/2016 Property Owner: Knights of Columbus
 Applicant's Name if different from Property Owner: Richard Scialdo hall volunteer
 Contact Information: Telephone Number: 803-312-5856 Fax Number: NA
 Mailing address: 1623 Marion Street Columbia, SC 29201 E-mail address: rjscialdo@bellsouth.nwr
 Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☒ Pavers ☒ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: _____

Dimensions (height/width/length): Addition of walkways one 16'x3'x2" and one 16'x2'x2" per attached drawing
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

Construction material: concrete patio pavers 22"x22"x2" set in sand base and leveled.

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
 Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
 Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

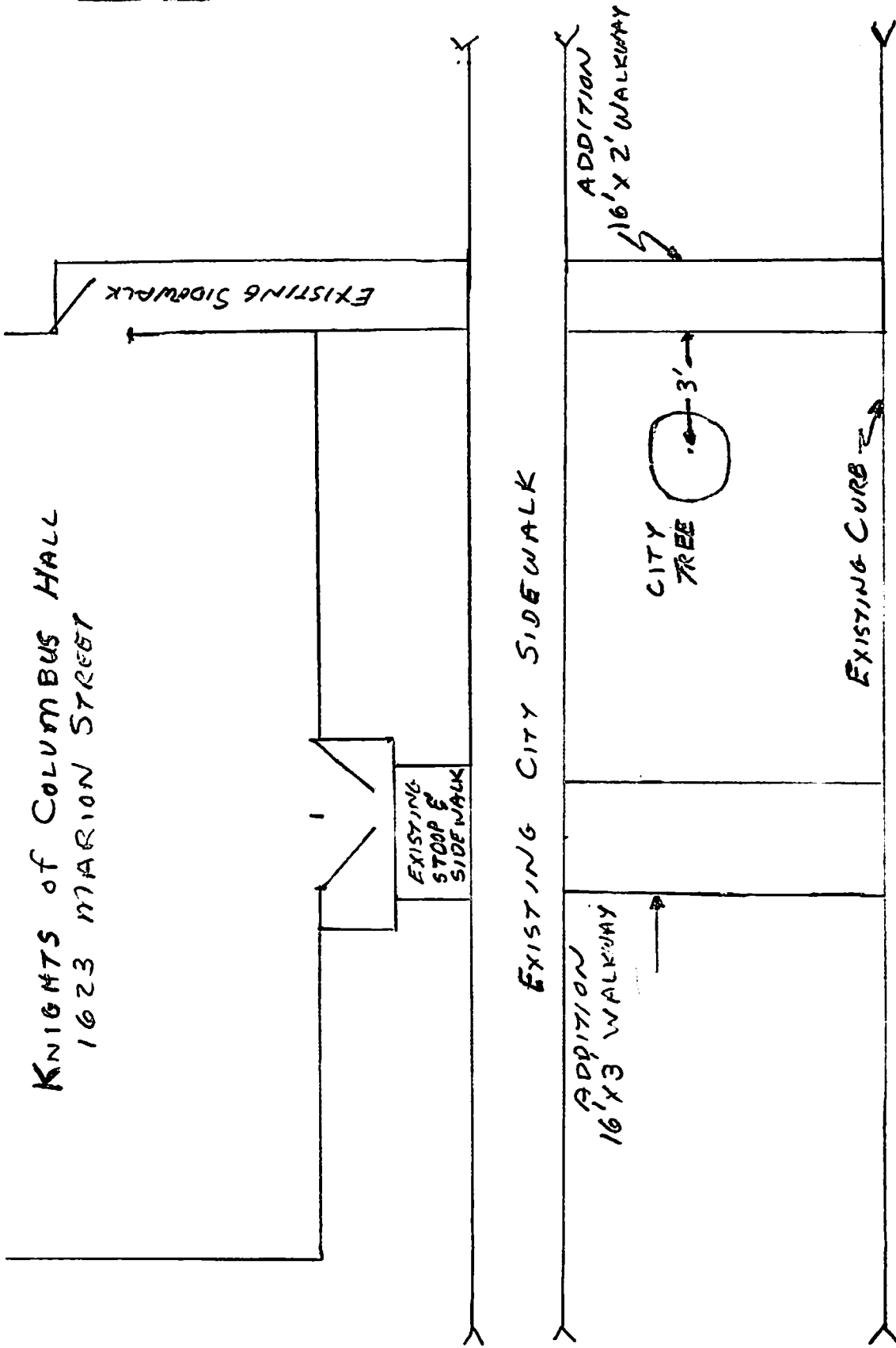
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcCook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pindney	Development Services (Permits)	803-545-3420	803-733-8699	fcPindney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweat@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cdkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	jspade@columbiasc.net

LR: 7/2014





KNIGHTS of COLUMBUS HALL
1623 MARION STREET



← CITY STREET →
WALKWAYS TO BE CONSTRUCTED OF 22" X 22" X 2" CONCRETE PATIO PAVERS
SET INTO A SAND BASE AND LEVELED.

RICHARD SCIALDO
3/22/16





We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **Ordinance No.: 2016-094 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Jarvais Javon Jackson for the property known as 5301 Holmes Avenue, Richland County TMS #11705-12-18**

FINANCIAL IMPACT:

ATTACHMENTS:

- Memo - 5301 Holmes Avenue (PDF)
- 2016-094 authorize transfer of 5301 Holmes Avenue (Jackson) (PDF)



CITY OF COLUMBIA

Community Development Department
1225 Lady Street • P.O. Box 147 • Columbia, South Carolina
29217 Office: 803.545.3046 • Fax: 803.255.8912 •

50.a

TO: Missy Caughman, Assistant City Manager

FROM: Gloria Saeed, Interim Director for Community Development

CC: Dollie Bristow, Community Development Administrator
Felicia Wilks, Loan Officer Supervisor
Community Development Department

RE: Approval to Sell – 5301 Holmes Avenue, Columbia, SC 29203

DATE: October 11, 2016

The Community Development Department is requesting approval to sell City owned real estate property located at 5301 Holmes Avenue, Columbia, South Carolina 29203. The City regained this property through foreclosure and has completed rehabilitation. This house is now ready to sell.

On September 12, 2016 Ms. Felicia Wilks requested Legal review for the items below and also requested that the City Clerk place a Resolution on Council's 10/18/2016 agenda.

- Jarvais Jackson Purchase Contract
- 5301 Holmes Ave. Appraisal



Jarvais Jackson
Purchase Contract dc



5301 HOLMES
AVENUE APPRAISAL

Mr. Jackson qualifies for purchase and is currently going through our City Lender Loan Program. The contract sales price is the appraised value of \$94,000. We are seeking approval from City Council to authorize City Manager, Ms. Teresa Wilson to sign the sales contract.

Please let us know if you need additional information.

ORDINANCE NO.: 2016-094

*Authorizing the City Manager to execute a Contract of Sale between the
City of Columbia and Jarvis Javon Jackson for the property known as
5301 Holmes Avenue, Richland County TMS #11705-12-18*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that
the City Manager is authorized to execute the attached Contract of Sale, or on a form
approved by the City Attorney, and any other documents necessary and approved by the
City Attorney, to consummate the transfer of 5301 Holmes Avenue, Richland County TMS
#11705-12-18 from the City of Columbia to Jarvis Javon Jackson for Ninety-four Thousand
and No/100 (\$94,000.00) Dollars.

Requested by:

Assistant City Manager Palen

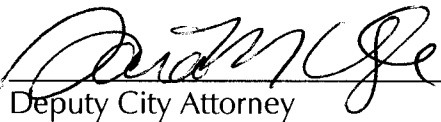
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



CONTRACT OF SALE

Date: A Contract for the sale and purchase of the hereinafter described property is entered into this 7th day of September, 2016 by and between Jarvais Javon Jackson, Purchaser(s) and City Of Columbia, Seller.

Offer and Description: Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in Richland County, State of South Carolina and being described as follows: TMS# R11705-12-18,

5301Holmes Avenue, Columbia, South Carolina 29203.

Conveyance Shall Be Made: Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price. The purchase price is \$94,000.00 and shall be paid by the Purchaser as follows: \$500.00 (same as required down-payment) upon execution of the Contract as an earnest money deposit to be held in trust by Starkes Law Firm, as escrow agent; Ninety-Three Thousand Five Hundred Dollars and 00/100 (\$93,500.00) Dollars in cash or certified funds at closing.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance required property taxes and insurance escrow due at closing. The Seller shall pay all allowable closing cost not to exceed \$2,500.00. The Seller shall pay any cost incurred by Seller and the Seller shall pay Seller's pro-rata share of the 2016 real estate taxes.

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and bank financing.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with dower duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Jarvais Javon Jackson.**

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "***As Is***". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will (X) will not () be provided at closing. If applicable, the warranty premium will be paid by Buyer () Seller (X) in the amount not to exceed **\$455.00**, provided by **2-10 Home Buyers Warranty** (home warranty company).

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said

easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;

(c) Restrictions of record.

Possession. Possession of said premises will be given to Purchaser on the day of the Closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: N/A

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of Xavier Starkes (Starkes Law Firm, LLC, 1817 Hampton St., Columbia, SC 29202), and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchase must have a cashier's check, or certified funds when completing this transaction.

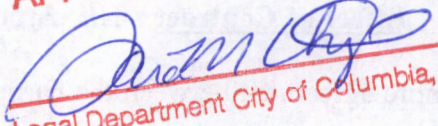
Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

_____	By: _____
WITNESS	PURCHASER
_____	_____
WITNESS	PURCHASER
	City Of Columbia
_____	_____
WITNESS	SELLER

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **Resolution No.: R-2016-039 Authorizing the City Manager to execute a Sub-Lease Agreement between the City of Columbia and The Boys & Girls Club of the Midlands, Inc. for The Norman Arnold Center at 1100 South Holly Street**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-039 lease Norman Arnold Center (Boys & Girls Club) (PDF)

RESOLUTION NO.: R-2016-039

*Authorizing the City Manager to execute a Sub-Lease Agreement between the
City of Columbia and The Boys & Girls Club of the Midlands, Inc. for
The Norman Arnold Center at 1100 South Holly Street*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2016, that the City Manager is authorized to execute the attached Sub-Lease Agreement, or on a form approved by the City Attorney between the City of Columbia and The Boys & Girls Club of the Midlands, Inc. for The Norman Arnold Center at 1100 South Holly Street.

Requested by:

Senior Assistant City Manager Baker

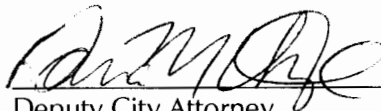
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease"), dated as of July __, 2016, is entered into by and between **CITY OF COLUMBIA, SOUTH CAROLINA**, ("City") and **BOYS & GIRLS CLUBS OF THE MIDLANDS, INC.**, a South Carolina Non-Profit Corporation ("Boys & Girls Clubs").

WHEREAS, by Ground Lease dated _____, 2016, (the "Prime Lease"), Richland County School District One, South Carolina ("School District") leased to City, and City leased from School District, the land and improvements known as The Norman Arnold Center located at 1100 South Holly Street, Columbia, South Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging, the "Premises");

WHEREAS, City desires to sublease the Premises to Boys & Girls Clubs, and Boys & Girls Clubs desires to sublease the Premises from City, and each desires to enter into this Sublease for the sublease of the Premises;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises**. City hereby subleases and rents to Boys & Girls Clubs, and Boys & Girls Clubs hereby subleases and rents from City, the Premises, together with all of City's interest in the Premises.
2. **Term**. The term of this Sublease ("Term") shall commence on January 1, 2016 (hereinafter referred to as the "Commencement Date"), and continue for a period of twenty-five (25) years. The Parties shall have the option to extend this Sublease beyond the Term for three (3) further terms of twenty-five (25) years each (the "Renewal Terms"), upon written agreement. City agrees that it will not terminate or fail to renew the Prime Lease without the prior written consent of Boys & Girls Clubs.
3. **Rent**. Boys & Girls Clubs shall pay to City, at the notice address set forth herein, annual rent in the amount of One and 00/100 Dollar (\$1.00), payable in advance on the 10th day of January beginning on January 10, 2016, and continuing on the 10th day of January annually thereafter.
4. **Future Improvements**. Throughout the Term and all Renewal Terms, Boys & Girls Clubs shall have the right, at its sole cost and expense, to construct additional improvements ancillary or complementary to the existing community center facility, together with parking, driveways, sidewalks, lighting, landscaping, entranceways and other related facilities. Additionally, Boys & Girls Clubs shall have the right to construct, or cause to be constructed, improvements for uses that are unrelated to the existing community center facility, provided the same do not unreasonably interfere with the existing community center facility use. (Any improvements constructed pursuant to the first two sentences of this Section 4 shall be collectively referred to as the "Future Improvements"). Any Future Improvements constructed within the Premises (including any rooftop equipment) shall be constructed in accordance with applicable governmental regulations and in accordance with plans and specifications reviewed and approved in advance by City. Boys & Girls Clubs shall submit its proposed construction plans and drawings for the improvements, including elevations, a site plan, photometric plans and specifications and a narrative description of the Future Improvements and other amenities which will be constructed

(collectively, "**Boys & Girls Clubs' Plans**") to City for review and approval at least thirty (30) days prior to the commencement of construction of any Future Improvements. Any Future Improvements shall be constructed in accordance with the approved Boys & Girls Clubs' Plans and any substantial changes or modifications therefrom must be approved by City. Boys & Girls Clubs' Plans shall be approved or disapproved within a reasonable amount of time not to exceed thirty (30) days.

5. **Maintenance; Repairs; Alterations; Reconstruction.** Throughout the Term and any Renewal Terms, City, at its sole cost and expense, shall maintain the Premises and all improvements constructed thereon in a good first-class condition and state of repair, ordinary wear and tear only excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (i) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction thereof, and (ii) all insurance companies insuring all or any part of the Premises or improvements or both. Maintenance of Future Improvements shall be agreed upon at the time any Plans referenced in the preceding paragraph are approved. If the improvements, not to include Future Improvements constructed by Boys & Girls Clubs, constructed on the Premises are damaged by fire or other casualty, City shall (i) cause such damage to be repaired without unreasonable delay and the improvements substantially restored to their original condition, or (ii) cause new improvements to be constructed on the Premises of equal or greater value than the improvements that existed on the Premises prior to such casualty. Notwithstanding the foregoing, if such damage shall occur within the last two (2) years of the Term or any Renewal Term of this Sublease, then either party shall have the right to terminate this Sublease as of the date of such damage by giving written notice of termination to the other party within thirty (30) days after the date of such damage.

6. **Ownership of Future Improvements.** All Future Improvements constructed on the Premises by Boys & Girls Clubs as permitted by this Sublease shall be owned by Boys & Girls Clubs until expiration of the Term or any Renewal Term or sooner termination of this Sublease. Boys & Girls Clubs may modify Future Improvements on the Premises with the consent of City and under circumstances where the Future Improvements, alterations or additions (a) are consistent with any restrictive covenants and the architectural requirements thereunder, (b) do not substantially diminish the value of the Premises, and (c) do not result in conditions which would threaten the structural integrity of the Future Improvements or substantially alter the fundamental design thereof as represented in Boys & Girls Clubs' Plans submitted to City. All Future Improvements on the Premises at the expiration of the Term or sooner termination of this Sublease shall, without compensation to Boys & Girls Clubs, then become City's property free and clear of all claims to or against such Future Improvements by Boys & Girls Clubs or any third person in possession of the Premises, and Boys & Girls Clubs shall defend, indemnify and hold City harmless against all liabilities and loss arising from such claims or from City's exercise of the rights conferred by this Section.

7. **Consent of School District.** The Parties acknowledge that City currently leases the Premises from School District, who holds title to the Premises in Fee Simple. School District has acknowledged and consented to the terms of this Sublease, and Boys & Girls Clubs shall execute a Non-Disturbance and Attornment Agreement, the form of which is set forth in **Exhibit C** attached hereto and made a part hereof. City further acknowledges and covenants that, if it should default on its obligations under the Prime Lease, then Boys & Girls Clubs shall have the right, but not the obligation, to cure said default, and City hereby recognizes Boys & Girls Clubs' rights under this Sublease shall not be affected by any default of City in the Prime Lease.

8. **Use.** Boys & Girls Clubs may use the Premises for the continued operation of a community center facility in accordance with the Operating Guidelines, as the same may be amended, supplemented, or modified from time to time, attached hereto as **Exhibit B** and made a part hereof, and other ancillary or complementary uses. Additionally, unrelated uses of the approved Future

Improvements shall be permissible, provided the same do not unreasonably interfere with the existing community center facility use.

9. **Utility Charges.** City will pay, or cause to be paid, all charges for sewer usage or rental, refuse and snow removal, and utilities, including gas, telephone, water and electricity, consumed on the Premises during the term of this Sublease as the same shall become due and payable.

10. **Compliance with Laws and Ordinances.** Boys & Girls Clubs will comply with all federal, state, county and city laws, ordinances and regulations of any duly constituted authority affecting the Premises.

11. **City's Access to Premises.** City will have access to the Premises, at its own risk and expense, at any and all reasonable times during the term of this Sublease for the purpose of examining and inspecting same, and maintaining the improvements and Future Improvements as referenced in Section 5.

12. **Assignment and Subletting.** Boys & Girls Clubs is hereby specifically granted with rights to sublease or assign all or a portion of the Premises to third parties of its choice with prior written permission of the City; provided, however, that Boys & Girls Clubs shall remain responsible for the true and faithful performance of the underlying terms of the Sublease herein by any sub-Sublessees or assignees.

13. **Compliance with Prime Lease.** City shall timely comply with all of its obligations under the Prime Lease.

14. **Environmental** City warrants and represents to the best of its actual knowledge without independent investigation, that no use, storage, treatment, or transportation of toxic or hazardous wastes, materials, or substances, or any other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of the occupants of the building or surrounding property (collectively "**Hazardous Substances**") has occurred in or on the Premises before the date hereof.

The Premises shall not be used for the treatment, storage, transportation to or from, use or disposal of Hazardous Substances, and Boys & Girls Clubs shall not use, generate, manufacture, produce, store, dispose or permit the escape on, under or about the Premises, or any part thereof of any Hazardous Substances (except for the use and storage of general office and cleaning supplies used in the ordinary course of Boys & Girls Clubs' business). Boys & Girls Clubs shall be liable for, and shall indemnify and hold City harmless from, all costs, damages and expenses (including reasonable attorney's fees) incurred in connection with: (i) the discharge or other release in or from the Premises of any Hazardous Substances by Boys & Girls Clubs or its agents, employees, contractors or invitees occurring at any time after the Delivery Date, (ii) the use, storage, discharge or disposal of any Hazardous Substances by Boys & Girls Clubs or its agents, employees, contractors or invitees, and (iii) Boys & Girls Clubs' failure to comply with any applicable law relating to Hazardous Substances.

15. **Notices.** Any notice, consent or approval provided for herein shall be deemed duly given by the sender thereof to the addressee thereof only if in writing and mailed to such addressee at the "**Notice Address**" of such addressee (as set forth below) by registered or certified mail, postage prepaid, return receipt requested, or by Federal Express or other overnight courier service which delivers upon signed receipt of the addressee. The time of the giving of any such notice given in the manner required above shall be the time of receipt thereof by the addressee or any agent of the addressee, except that if the addressee or such agent of the addressee shall refuse to receive any such notice given in the manner

required or if there shall be no person available at the time of delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such attempted delivery, as the case may be.

The Notice Address of Boys & Girls Clubs shall be:

Boys & Girls Clubs of the Midlands, Inc.
500 Gracern Road
Columbia, South Carolina 29210
Attn: Carter H. Clark
Fax #: _____

with a copy to:

Wesley M. Graybill, Esquire
Graybill Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205
Fax #: 803-404-5701

The Notice Address of City shall be:

City of Columbia, South Carolina
Attn: S. Allison Baker
Post Office Box 147
Columbia, South Carolina 29217
Fax #: 803-401-8800

with a copy to:

16. **Liens.** Boys & Girls Clubs shall not permit any mechanics', laborers' or materialmen's liens or the claims thereof to stand against the Premises by reason of any cause whatsoever.

17. **Indemnification.** Boys & Girls Clubs agrees to indemnify and hold City harmless from any and all claims, demands and actions, and all reasonable costs and expenses relating thereto (including reasonable attorneys' fees), for damage, injury, death, disability or illness of or to any persons or property, arising out of, or as a result of Boys & Girls Clubs' possession of the Premises, construction, reconstruction or demolition of improvements, or Boys & Girls Clubs' use of the Premises or any breach or default of Boys & Girls Clubs in the performance of any of its covenants hereunder.

18. **Insurance.** City agrees to maintain the insurance coverages described in Section 7 of the Prime Lease.

19. **Events of Default.** Any one or more of the following events shall be deemed an "**Event of Default**":

(a) If Boys & Girls Clubs shall default in the payment of any rent or any other sum of money specified hereunder to be paid by Boys & Girls Clubs within five (5) days after same becomes due; or

(b) If Boys & Girls Clubs shall default in the performance of any other of the terms, conditions or covenants contained in this Sublease to be performed or observed by it, and Boys & Girls Clubs does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within said thirty- (30) day period commence with diligence and dispatch such act or acts as shall be necessary to remedy the default and shall not complete such act or acts within a reasonable time; or

(c) If Boys & Girls Clubs shall become bankrupt or insolvent, or file or have filed against it in any court pursuant to any statute, either of the United States or any State, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Boys & Girls Clubs and such appointment shall not be vacated or set aside within sixty (60) days from the date of such appointment, or if Boys & Girls Clubs makes an assignment for the benefit of creditors, petitions for or enters into an arrangement, or admits its inability to pay its debts as they become due; or

In the event of any Event of Default by Boys & Girls Clubs, City may at any time thereafter, in its sole discretion, with or without additional notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach:

(a) Terminate this Sublease or Boys & Girls Clubs' right of possession (but Boys & Girls Clubs shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity.

(b) Maintain Boys & Girls Clubs' right to possession, in which case this Sublease shall continue in effect whether or not Boys & Girls Clubs shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this Sublease, including the right to recover the rent and any other charges and adjustments as may become due hereunder. Neither efforts by City to mitigate damages caused by a default by Boys & Girls Clubs nor the acceptance of any rentals (as hereinafter defined) shall constitute a waiver by City of any of City's rights or remedies; or

(c) Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of South Carolina.

It is further agreed that the rights and remedies given to City in this Sublease are distinct, separate and cumulative remedies, and that no one of them, whether or not exercised by City, shall be deemed to be in exclusion of any of the others.

20. **City Default.** In the event of any default by City under this Sublease, Boys & Girls Clubs will give City written notice specifying such default with particularity, and City shall thereupon have thirty (30) days (or such longer period as may be required in the exercise of due diligence) in which to cure any such default.

21. **Holding Over.** If Boys & Girls Clubs remains in possession of the Premises or any part thereof after the expiration of the Term of this Sublease with City's acquiescence and without any written agreement between the parties, Boys & Girls Clubs shall be only a tenant at will and there shall be no renewal of this Sublease; provided, however, Boys & Girls Clubs shall be obligated to pay rent for such holdover period at a rate equal to one hundred fifty percent (150%) of the rent payable for the immediately preceding lease year and shall remain primarily liable for any consequential damages suffered by City as a result of said holdover.

22. **Successors in Interest.** Except as otherwise provided herein, all provisions of this Sublease shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of any party to this Sublease.

23. **Waiver.** Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Sublease. Failure on the part of any party to complain of any act or failure to act of any other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought. Any term or condition of this Sublease may be waived in writing at any time by the party entitled to the benefit of same.

24. **Severability.** If any provision of this Sublease shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision that shall be invalid, and in all other respects, this Sublease shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Sublease shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court that will provide enforcement to the maximum extent permitted by law.

25. **Entire Agreement; Amendment.** This Sublease constitutes the sole and entire agreement and understanding of the parties with respect to its specific subject matter. All prior agreements, representations or understandings, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Sublease. This Sublease may be amended only by a written instrument executed by all of the parties.

26. **Governing Law and Jurisdiction.** This Sublease has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Sublease, the parties hereby submit to the jurisdiction and venue of the appropriate state or federal court located in Columbia, South Carolina.

27. **No Adverse Presumption.** The parties acknowledge that this Sublease arose as the result of arm's-length negotiations between them and that this Sublease is the product of input by both parties. Accordingly, any ambiguity or uncertainty is not to be construed against either party.

28. **Counterparts; Scanned, Facsimile or Photocopies.** This Sublease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Sublease may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Sublease to constitute the entire executed Sublease. Scanned, facsimile, or photocopies of the executed Sublease may be relied upon as if the original.

[SIGNATURE PAGES ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE]

SIGNATURE PAGE TO SUBLEASE AGREEMENT

CITY:
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State aforesaid, certify that _____, the duly authorized _____ of **City of Columbia, South Carolina**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on its behalf.

WITNESS my hand and official stamp or seal this ____ day of July, 2016.

Notary Public for _____

Printed Name of Notary Public _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

SIGNATURE PAGE TO SUBLEASE AGREEMENT-CONTINUEDBOYS & GIRLS CLUBS:

**BOYS & GIRLS CLUBS OF THE MIDLANDS,
INC.,** a South Carolina Non-Profit Corporation

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State aforesaid, certify that _____, the duly authorized _____ of **Boys & Girls Clubs of the Midlands, Inc.,** a South Carolina non-profit corporation, personally appeared before me this day and acknowledged the execution of the foregoing instrument on its behalf.

WITNESS my hand and official stamp or seal this ____ day of July, 2016.

Notary Public for _____

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

All that certain piece, parcel, or tract of land, with any improvements thereon, being triangular in shape, located east of Memorial Stadium in the Rosewood Area of the City of Columbia, being more particularly shown as Lot 2, Block 1, on Tax Map 200 for Richland County School District #IC recorded in the Office of the Register of Deeds for Richland County in TMS 141-280, and being bounded as follows: on the Northeast fronting on Airport Boulevard, whereon it measures Four Hundred Ten Feet (410'), more or less; on the South by Owens Field, whereon it measures Six Hundred Feet (600'), more or less; and on the Northwest by property of the City of Columbia, South Carolina, whereon it measures Four Hundred Eighty Feet (480'), more or less.

EXHIBIT B
OPERATING GUIDELINES

OPERATING GUIDELINES

- Boys & Girls Clubs shall have sole use of the facility for youth development programs and have responsibility for member participants during the following dates/times:

School Year: (August – May)
Monday – Friday, 2:00 p.m. – 9:00 p.m.
(6:00 p.m. – 9:00 p.m. is teen-focused programs)

Summer: (June – August)
Monday – Friday, 7:30 a.m. – 6:30 p.m.

When Richland County School District One has a holiday or closing in their schedule, the Boys & Girls Clubs program will be open from 7:30 a.m. – 6:00 p.m. All other hours will adhere to City's schedule.

- Public access to the rest room and water fountain facilities will remain open during the time of operation. A Drop-In Program will be managed by Boys & Girls Clubs;
- Boys & Girls Clubs agrees to actively promote the program to the neighborhood surrounding the community and encourage involvement by neighborhood youth;
- Boys & Girls Clubs agrees to limit participation to the program standards set forth by Boys & Girls Clubs of America and the safety standards set forth by the fire department.
- A staff ratio of 1 staff to 15 members must be maintained, all staff must be 18 years or older;
- Boys & Girls Clubs will provide City with an up-to-date list of members, including emergency information;
- All operations and programming will be governed by the Sublease Agreement with City. Hours of operation may be altered or extended to meet the needs of the community, and in some instances, program times may be altered. This will be done with the approval of the Director of Parks and Recreation and Boys & Girls Clubs' Executive Director, or their designees;
- The Boys & Girls Clubs program will serve youth ages 6 to 18 during agreed-upon hours;
- All youth must abide by Boys & Girls Clubs' rules and regulations when involved in any program during operation hours. All youth service providers must use the same guidance and discipline policies and procedures when supervising youth;
- All youth involved in the Boys & Girls Clubs program must have a membership/information sheet completed and signed by a parent or guardian;
- Boys & Girls Clubs must maintain a controlled environment during agreed-upon hours by the following procedures:

- * Check-in desk monitored by professional staff;
 - * Children enrolled in program must sign in and out of facility;
- Background checks will be required of all adults involved with the Boys & Girls Clubs program, whether an employee or volunteer;
 - Boys & Girls Clubs may use existing equipment including game room equipment, outdoor equipment, tables and chairs;
 - Boys & Girls Clubs representatives may tour the facility during operating hours. Boys & Girls Clubs may reserve space for meetings and training as the schedule permits with advance notice.

EXHIBIT C
FORM OF NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**NDA**"), dated as of July __, 2016, is entered into by and among **RICHLAND COUNTY SCHOOL DISTRICT ONE, SOUTH CAROLINA** ("**School District**"), **CITY OF COLUMBIA, SOUTH CAROLINA**, ("**City**"), and **BOYS & GIRLS CLUBS OF THE MIDLANDS, INC.**, a South Carolina Non-Profit Corporation ("**Boys & Girls Clubs**").

WHEREAS, by Ground Lease dated _____, 2016, (the "**Prime Lease**"), School District leased to City of Columbia, South Carolina ("**City**"), and City leased from School District, the land and improvements known as The Norman Arnold Center located at 1100 South Holly Street, Columbia, South Carolina, as more particularly described on **Exhibit A** attached hereto and made a part hereof (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging, the "**Premises**");

WHEREAS, by Sublease Agreement dated July __, 2016, City subleased the Premises to Boys & Girls Clubs, and Boys & Girls Clubs subleased the Premises from City;

WHEREAS, it is the desire and intention of the parties hereto to create certain non-disturbance and attornment rights between School District and Boys & Girls Clubs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Non-Disturbance.** School District does hereby agree with Boys & Girls Clubs that, so long as Boys & Girls Clubs complies with the terms, conditions and covenants of the Sublease and performs its obligations under the Sublease, (a) School District will take no action which will interfere with or disturb Boys & Girls Clubs' possession or lawful use of the Premises or other rights under the Sublease, and (b) in the event City defaults on its obligations of the Prime Lease resulting in a termination thereof, the Property shall be subject to the Sublease and School District shall recognize Boys & Girls Clubs as a tenant on the Premises for the remainder of the term of the Sublease in accordance with the provisions thereof; provided, however, that School District shall not be liable for any act or omission of City.

2. **Attornment.** Boys & Girls Clubs does hereby agree with School District that in the event City defaults on its obligations of the Prime Lease resulting in a termination thereof, then Boys & Girls Clubs shall attorn to and recognize School District as the landlord under the Sublease for the remainder of the term thereof, and Boys & Girls Clubs shall perform and observe its obligations thereunder, subject only to the terms and conditions of said Sublease. Boys & Girls Clubs further covenants and agrees to execute and deliver upon request of School District, or its successors or assigns, an appropriate agreement of attornment to any subsequent title holder of the Premises.

3. **Notices.** Any and all notices, elections or demands permitted or required to be made under this NDA shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other parties at the addresses set forth below, or at such other address within the United States as may have

theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand.

School District: Richland County School District One
Attn: _____

City: City of Columbia, South Carolina
Attn: S. Allison Baker
Post Office Box 147
Columbia, South Carolina 29217

Boys & Girls Clubs: Boys & Girls Clubs of the Midlands, Inc.
Attn: Carter H. Clark
500 Gracern Road
Columbia, South Carolina 29210

4. **Binding Effect.** This NDA shall be binding upon all the parties hereto, their successors and assigns and all of those holding title under any of them, and the pronouns herein shall include, where appropriate, either gender or both, singular or plural.

[SIGNATURE PAGES ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE]

SIGNATURE PAGE TO NON-DISTURBANCE AND ATTORNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Non-Disturbance and Attornment Agreement as of the date first above written.

SCHOOL DISTRICT:
RICHLAND COUNTY SCHOOL DISTRICT ONE

By: _____
 Name: _____
 Its: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State aforesaid, certify that _____, the duly authorized _____ of **Richland County School District One**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on its behalf.

WITNESS my hand and official stamp or seal this ____ day of July, 2016.

 Notary Public for _____

 Printed Name of Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

**SIGNATURE PAGE TO NON-DISTURBANCE AND ATTORNMENT AGREEMENT-
CONTINUED**

CITY:
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State aforesaid, certify that _____, the duly authorized _____ of **City of Columbia, South Carolina**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on its behalf.

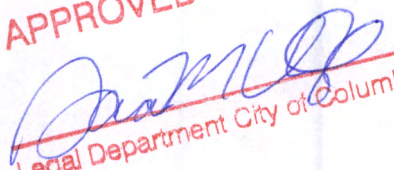
WITNESS my hand and official stamp or seal this ____ day of July, 2016.

Notary Public for _____

Printed Name of Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

APPROVED AS TO FORM

Legal Department City of Columbia, SC

**SIGNATURE PAGE TO NON-DISTURBANCE AND ATTORNMENT AGREEMENT-
CONTINUED**

BOYS & GIRLS CLUBS:

**BOYS & GIRLS CLUBS OF THE MIDLANDS,
INC., a South Carolina Non-Profit Corporation**

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the State aforesaid, certify
that _____, the duly authorized _____ of
Boys & Girls Clubs of the Midlands, Inc., a South Carolina non-profit corporation, personally appeared
before me this day and acknowledged the execution of the foregoing instrument on its behalf.

WITNESS my hand and official stamp or seal this ____ day of June, 2016.

Notary Public for _____

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

All that certain piece, parcel, or tract of land, with any improvements thereon, being triangular in shape, located east of Memorial Stadium in the Rosewood Area of the City of Columbia, being more particularly shown as Lot 2, Block 1, on Tax Map 200 for Richland County School District #IC recorded in the Office of the Register of Deeds for Richland County in TMS 141-280, and being bounded as follows: on the Northeast fronting on Airport Boulevard, whereon it measures Four Hundred Ten Feet (410'), more or less; on the South by Owens Field, whereon it measures Six Hundred Feet (600'), more or less; and on the Northwest by property of the City of Columbia, South Carolina, whereon it measures Four Hundred Eighty Feet (480'), more or less.



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: **Resolution No.: R-2016-050 - A Resolution Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements**

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-050 approve-ratify Law Enforcement Mutual Aid Agreements (PDF)

RESOLUTION NO.: R-2016-050

A Resolution Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act, codified in Section 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (1976, as amended) authorizes law enforcement agencies of the State of South Carolina (the "State") to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions; and,

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina (1976, as amended) further authorizes the temporary transfer or assignment of law enforcement officers within multijurisdictional task forces established for the mutual aid and benefit of the participating jurisdictions, pursuant to written agreements between the concerned municipalities or counties; and,

WHEREAS, Section 23-10-215 of the Code of Laws of South Carolina (1976, as amended) further authorizes law enforcement agencies to enter into agreements allowing law enforcement officers to exercise authority outside their resident jurisdiction for the purpose of investigations, arrest, or other activities related to criminal activity, when a crime occurs involving multiple jurisdictions; and,

WHEREAS, the Columbia Police Department ("CPD") is desirous of entering into agreements with various law enforcement agencies in the State, in order to properly and prudently exercise public safety functions in a manner which benefits the citizens the City and the State; and,

WHEREAS, the City Council of the City of Columbia, as the governing body of the City ("City Council") believes the adoption, execution and use of multi-jurisdictional agreements to be reasonable, prudent and desirable, and that such agreements serve the best interest of the citizens of the City; and,

WHEREAS, pursuant to the decisions in State v. Boswell, 391 S.C. 592, 707 S.E.2d 265 (2011) and State v. Burgess, 408 SC 421; 759 S.E.2d 407 (2014), the South Carolina Attorney General recommended that all multi-jurisdictional agreements be approved by the respective governing bodies for each agency; and,

WHEREAS, the City Council finds that the Police Chief of the City (the "Chief"), as the lead law enforcement officer for the City and the City Manager of the City (the "City Manager"), as the chief executive officer of the City, are qualified and shall be authorized by City Council to make determinations concerning the organization, initiation, implementation and supervision of law enforcement activities and operations of CPD, which includes making decisions and performing cooperative policing in conjunction with other law enforcement agencies; and,

WHEREAS, none of the Mutual Aid Agreements provide for any expenditure of funds from the City of Columbia above FIFTY THOUSAND AND NO/100 (\$50,000.00), so the City Manager is authorized to sign said documents; and,

WHEREAS, all Mutual Aid Agreements will be presented back to City Council through the office of the City Clerk within SEVENTY- TWO (72) hours of execution; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2016, in a meeting duly assembled, that:

1. The Chief and the City Manager, acting together, are authorized to execute and enter into mutual aid agreements with various law enforcement agencies. A list of all governmental agencies to which the Chief and City Manager are authorized to so act and agree is attached hereto as Exhibit "A". The Chief and the City Manager are specifically authorized and vested with the power to execute and negotiate any and all mutual aid agreements with such entities (the "Agreements").
2. To the extent any such Agreement is executed by the Chief and the City Manager, it shall be valid and binding against the City (and CPD) and upon their joint execution thereof, such Agreement shall be deemed ratified, confirmed and approved by City Council.
3. The approval and ratification powers granted herein applies to and validates all actions previously taken or to be taken by the Chief and/or the City Manager, any action taken or to be taken by the City or CPD under such agreements (as executed by the Chief and the City Manager), including, but not limited to, joint operations, extra-jurisdictional arrests, multi-jurisdictional investigations, sharing of personal and/or equipment, and all other activities authorized by applicable law and by the terms of the respective agreements.
4. Any amendment or necessary change to the list of entities in the attached Exhibit "A" shall be approved by City Council by and through an express written amendment hereto.
5. The authorization for the Chief and the City Manager to act under the provisions hereof, including the term of any Agreements authorized under the provisions of this Resolution, shall be binding until December 1, 2016, unless the authorization for the Chief and/or the City Manager to so act is revoked by the City Council, or otherwise amended.

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Senior Assistant City Attorney _____

Introduced:
Final Reading:

ATTEST:

City Clerk _____

EXHIBIT "A"
RESOLUTION NO.: R-2016-050

MUNICIPALITY/COUNTY	STATE AGENCIES
Aiken Sheriff	State Museum
Batesburg-Leesville Police	Natural Resources
Bishopville Police	Probation, Pardon and Parole
Camden Police	Public Safety
Cayce Police	SLED
Charleston County Sheriff	
Charleston Police	
Cherokee County Sheriff	
Chesterfield County Sheriff	
Clemson University Police	OTHER ENTITIES
Darlington County Sheriff	Allen University
Elgin Police	Benedict College
Fairfield County Sheriff	Columbia College
Florence County Sheriff	Commission on Accreditation for Law Enforcement Agencies, Inc.
Florence Police	Congaree Swamp National Park
Forest Acres Police	Drug Enforcement Agency
Greenville Police	Federal Bureau of Investigations
Greenville County Sheriff	Department of Homeland Security
Horry County Police	Irmo-Chapin Recreation Commission
Irmo Police	Irmo Fire District
Kershaw County Sheriff	LARADAC, The Behavioral Health Center of the Midlands
Lancaster County Sheriff	Midlands Technical College
Lexington County Sheriff	Richland County School District One
Lexington Police	River Alliance
Myrtle Beach Police	University of South Carolina Division of Public Safety
Newberry Sheriff	United States Law Enforcement
North Charleston Police	United States Marine Corps, Special Operations Command (MARSCO)
North Myrtle Beach Police	
Orangeburg County Sheriff	
Orangeburg Department of Public Safety	
Richland County Sheriff	
Spartanburg County Sheriff	
Spartanburg Department of Public Safety	
Springdale Police	
Sumter County Sheriff	
Sumter Police	
West Columbia Police	

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2016-071 - Authorizing Acceptance and Dedication of Streets known as Eastfair Drive (Portion), Routhland Court and Vendue Court in Eastfair, Phase 2A to the City of Columbia; Richland County TMS# 19104-15-02 (Portion); CF #297-11

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-071 accept Eastfair Routhland & Vendue (pts Eastfair Ph 2A) (PDF)

RESOLUTION NO.: R-2016-071

*Authorizing Acceptance and Dedication of Streets known as Eastfair Drive (Portion),
Routhland Court and Vendue Court in Eastfair, Phase 2A to the City of Columbia;
Richland County TMS# 19104-15-02 (Portion); CF #297-11*

WHEREAS, the referenced streets are located in the City limits of Columbia and are identified as Eastfair Drive (portion), Routhland Court and Vendue Court. The approval of the development plans for Eastfair, Phase 2A included dedication of the aforesaid streets to the City of Columbia; and,

WHEREAS, the Construction Management 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 _____, 2016 that the City of Columbia accepts dedication of the aforesaid streets known as Eastfair Drive (portion), Routhland Court and Vendue Court located in Eastfair, Phase 2A.

Eastfair is located off of Hazelwood Road between Sunview Drive and Ashewood Lake Drive adjacent to Hazelwood Subdivision in District No. 3 and was annexed into City limits on July 20, 2005. The said streets are located as shown on a final plat of Eastfair, Phase 2A, dated July 7, 2016 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City file reference #297-11. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

[illegible]



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2016-072 - Release and Abandonment of the City's existing 25' Utility Easement Along a portion of Richland County TMS# 14600-03-64 near the Killian Road Tank Site; CIP Project #WM4113; CF#220-313

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-072 rls abd ease Killian Rd Tank Site (Seven Acre Cut) (PDF)

RESOLUTION NO.: R-2016-072

Release and Abandonment of the City's existing 25' Utility Easement Along a portion of Richland County TMS# 14600-03-64 near the Killian Road Tank Site; CIP Project #WM4113; CF#220-313

WHEREAS, the City of Columbia obtained a 25' utility easement along the subject property (currently identified as a portion of Richland County TMS#14600-03-64) from Seven Acre Cut, LLC for CIP Project #WM4113, dated January 4, 2010 and recorded on January 11, 2010 in the Office of the Register of Deeds for Richland County in Record Book R1581, page 421; and,

WHEREAS, the City obtained the said 25' utility easement for possible extension of utilities to serve the Killian Road Water Tank. The Killian Road Water Tank project has been completed and the said 25' utility easement was not used to extend utilities and is no longer necessary; and,

WHEREAS, a request has been made for release and abandonment of the 25' utility easement obtained on the subject property that is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this __ day of _____, 2016, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases, and forever quitclaims unto SEVEN ACRE CUT, LLC, its successors and assigns, the City of Columbia's existing 25' utility easement along and upon property identified as Richland County TMS#14600-03-64. Said 25' utility easement being more clearly shown on plat dated September 15, 2009, prepared by the City of Columbia, South Carolina for CIP Project #WM4113 (Killian Road Tank Site) and recorded on January 11, 2010 in the office of the Register of Deeds for Richland County in Record Bk. R1581, at Page 413. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Said plat also being on file in the Department of Utilities and Engineering under file reference #220-313.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

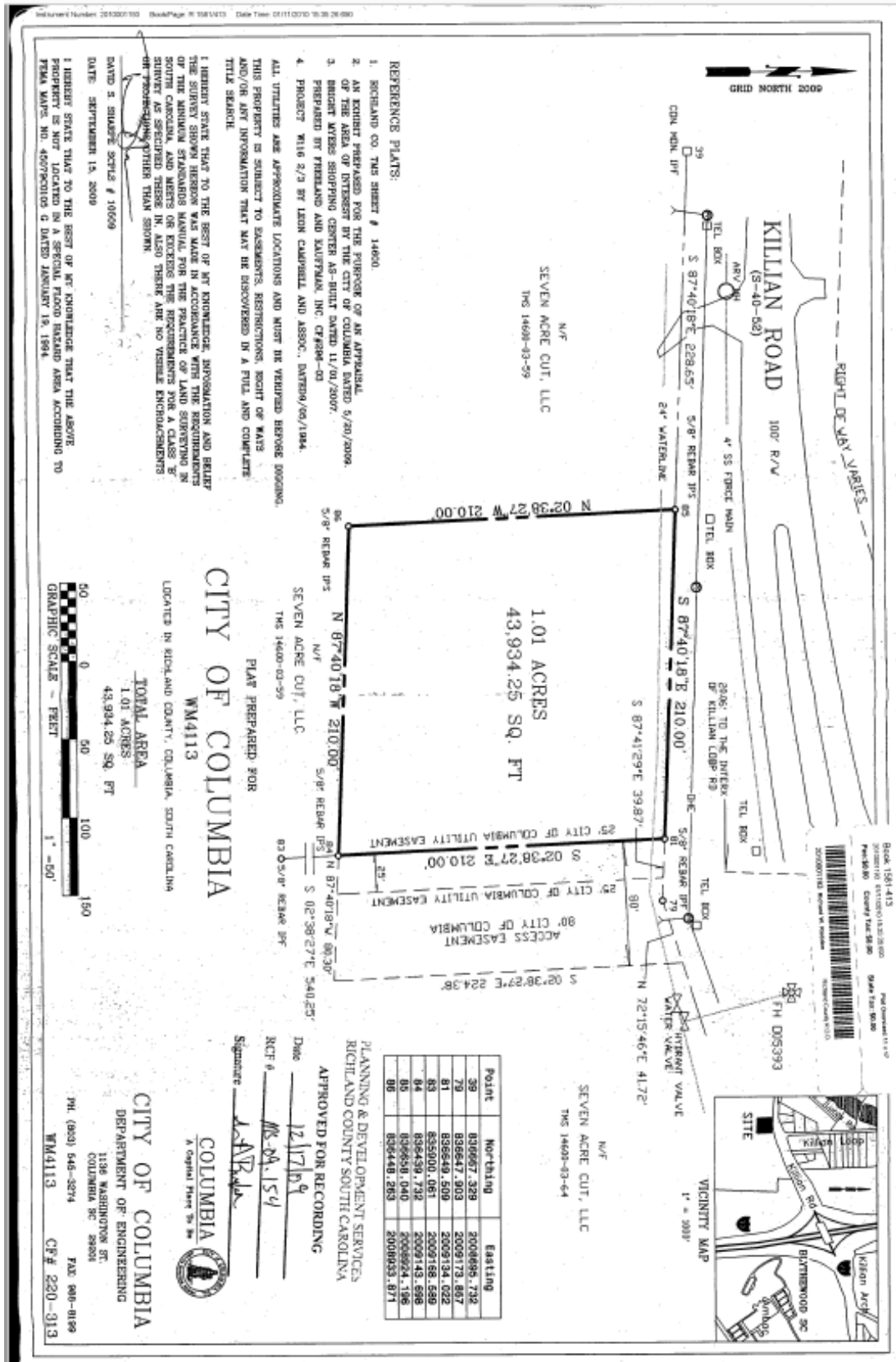
ATTEST:

Deputy City Attorney

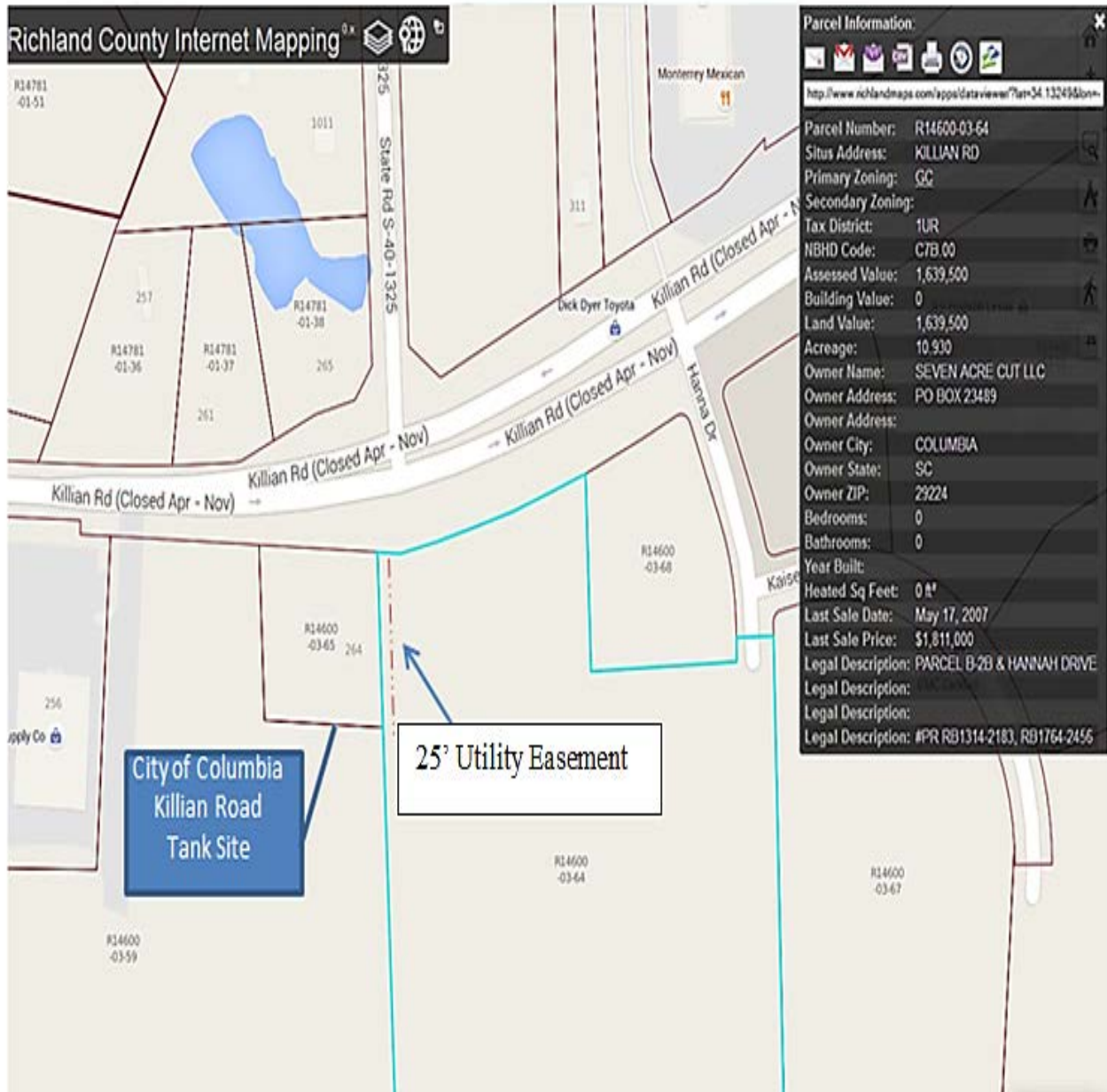
City Clerk

Introduced
Final Reading

EXHIBIT "A"



TMS#14600-03-64 n/f Seven Acre Cut, LLC





We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2016-074 - Adopting Amendment to City of Columbia Response to Resistance Policy

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-074 amend Response to Resistance Policy (PDF)

RESOLUTION NO.: R-2016-074*Adopting Amendment to City of Columbia Response to Resistance Policy*

BE IT RESOLVED this ____ day of _____, 2016 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Response to Resistance Policy attached hereto. This policy replaces and supersedes all previous response to resistance policies formerly referred to as use of force policies of the City or its departments.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

8.1 Electronic Control Device

Police officers may be issued an Electronic Control Device (ECD) with two issued 21 foot cartridges. The electrical circuit that is generated by an ECD affects the central nervous system, which causes the loss of muscular control. ECDs may be deployed using the compressed-nitrogen powered probe cartridge or in a drive stun direct contact mode. This exposure to the pulsed energy usually results in the subject falling to the ground during the ECD energy cycle.

Use of ECDs

ECDs may be used to restrain violent individuals whose behavior poses an immediate threat of danger to the officers or to others and where alternative restraint tactics fail or are reasonably likely to fail and/or where it would be unsafe for officers to approach a subject to apply restraints. The ECD is not intended to be a substitute for other less-than lethal force options. The decision to use an ECD will rest with the police officer authorized to use the weapon but may be overridden by an on-scene supervisor. However, the decision by a police officer not to use an ECD shall not be overridden. **A supervisor and EMS will be called to the scene of any use of an ECD.**

- Police officers will use an initial 5-second energy burst in an attempt to gain compliance.
- Police officers will re-evaluate the suspect's level of resistance after the initial 5-second energy burst and may then use additional 5-second cycles to gain compliance if necessary.
- Police officers must be mindful that multiple activations increase the risk of death or injury to the suspect.
- **Once the subject has ceased to resist or has been restrained, the additional use of the ECD is NOT justified.**

ECD Prohibitions

- Police officers **WILL NOT** use an ECD in deadly force situations unless another police officer is present to use deadly force if needed.
- Police officers **WILL NOT** use an ECD in the proximity of flammable liquids, gases, or any other highly combustible materials which may be ignited by sparks. This includes the use of an ECD upon any individual who may have been exposed to combustible substances or liquids such as gasoline.
- Police officers **WILL NOT** use an ECD in the presence of chemical agents (OC spray, Mace or tear gasetc.) unless there is a certainty that the chemical agent does not contain any flammable components.
- Police officers **WILL NOT** pull the ECD trigger continuously to create extended energy bursts.
- ECDs **WILL NOT** be used to force compliance from a suspect who is passively resisting.
- ECDs **WILL NOT** be used on suspects who are attempting to evade capture or are running away unless they have a weapon and/or have the present ability to do serious bodily harm to the police officer or others.
- ECDs **WILL NOT** be used at distances greater than is recommended by the manufacturer of the cartridge.
- ECDs **WILL NOT** be utilized if the police officer determines that the location of the subject is such that the loss of muscular control and subsequent fall is likely to result in serious physical injury or death.
- ECDs **WILL NOT** be used on persons who are elderly, medically/mentally challenged or a young child unless they have a weapon and/or have the present ability to do serious bodily harm to the police officer, or others.
- ECDs **WILL NOT** be used on persons who are known to be pregnant or are visibly frail unless they have a weapon and/or have the present ability to do serious bodily harm to the police officer, or others.

- ECDs **WILL NOT** be aimed at the eyes, face, neck, or genital areas.
- ECDs **WILL NOT** be used on a suspect who is in control of a vehicle that is moving or in gear.

Removal of ECD Probes and Medical Treatment

Certified ECD Officers may remove probes as prescribed by the manufacturer's recommendations. Officers will ensure that subject control has been established by way of handcuffing and utilize an additional officer for back up prior to probe removal.

Probes attached to any area of a subject's head, neck, groin, and breast or embedded broken probes tips in any area of the body will require medical treatment and shall not be removed by officers. All of these circumstances will be reported to EMS and documented on the Response to Resistance Packet.

Upon the removal of the probes, officers will inspect the probe to insure that the needle tip is intact and has not been broken off. If the probe has been compromised, officers will search the immediate area in an attempt to locate the broken needle tip. **All ECD probes as well as any recovered broken tips will be treated as a biohazard and secured with the used cartridge in accordance with the manufacturers' instructions.**

ECD wounds shall be photographed (documentation must be provided if photographs are not possible). If practical, photographs will be taken prior to the removal of ECD probes. The on-scene supervisor may request that Crime Scene Investigation take photographs following the removal of the probes.

Replacement of ECD Cartridges

All ECD cartridges shall be maintained in an operable state. The police officer to whom the ECD cartridge has been issued is responsible for requesting the replacement of damaged, inoperable, and/or used ECD cartridges.

Damaged or inoperable ECD air cartridges will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement ECD air cartridges will be issued through the internal requisition process.

Electronic Control Device Inspections

Random inspections will be conducted and documented at least annually by an ECD Instructor to ensure proper function of the weapons.

Servicing Electronic Control Devices

ECDs that need to be serviced will be submitted to the Police Department Equipment/Supply Unit with a written description of the problem. The ECD will then be turned over to an ECD Instructor for evaluation. Any ECD found to be operating improperly will be repaired or returned to the manufacturer.

Electronic Control Device Training and Annual Re-certification

Prior to being authorized to carry an ECD, police officers must successfully complete initial classroom instruction. Classroom and performance re-certification is required annually.

Electronic Control Device Remedial Training

Police Officers failing to successfully complete recertification shall be required to return their ECD to the Police Department Equipment/Supply unit immediately. The police officer will have the option of attending a scheduled ECD initial training class.

Police officers must successfully complete the training prior to being re-issued an ECD.

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2016-075 - Authorizing the City Manager to execute a Lease Agreement and Operation and Maintenance Agreement between the City of Columbia and South Carolina Electric and Gas Company (SCE&G) for the Saluda River Walk - Three Rivers Greenway Project

FINANCIAL IMPACT:

ATTACHMENTS:

- R-2016-075 3 Rivers Lease and Maintenance Agreement (PDF)

RESOLUTION NO.: R-2016-075

Authorizing the City Manager to execute a Lease Agreement and Operation and Maintenance Agreement between the City of Columbia and South Carolina Electric and Gas Company (SCE&G) for the Saluda River Walk - Three Rivers Greenway Project

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2016, that the City Manager is authorized to execute the attached Lease Agreement and Operation and Maintenance Agreement, or forms approved by the City Attorney, between the City of Columbia and South Carolina Electric and Gas Company (SCE&G) for the Saluda River Walk - Three Rivers Greenway Project.

Requested by:

Senior Assistant City Manager Baker

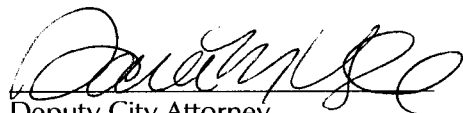
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective as of the ____ day of _____, 201__ ("Effective Date"), between the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, with its headquarters at 100 SCANA Parkway, Cayce, South Carolina 29033, (the "Lessor"), and THE CITY OF COLUMBIA, SOUTH CAROLINA, a municipal corporation, with a principal place of business at 1737 Main Street, Columbia, SC (the "Lessee"). Lessor and Lessee may hereinafter also be referred to individually at "Party" or collectively as the "Parties".

AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) per year and such other promises, covenants and conditions set forth herein from the Lessee to the Lessor, the Lessor hereby grants, leases and subleases unto the Lessee, subject to the terms and conditions herein and the reservations of any easements or licenses set forth and enumerated herein, a portion of the Lessor's real property, as described in the attached Exhibit A which is incorporated herein by reference (the "Property"), consisting generally of concrete pathways and/or boardwalks to be constructed by Lessee or its agents, approximately eight (8') feet in width, running along the Property parallel to the Saluda River as described on the preliminary plans set forth in the attached Exhibit B which are incorporated herein by reference (collectively, the "Demised Premises").

TO HAVE AND TO HOLD the said Demised Premises unto the Lessee subject to the following terms and conditions:

1. **Purpose.** The purpose of this Lease is to provide the Lessee with a leasehold interest in the Demised Premises to permit the Lessee (a) to cooperate with The River Alliance, a South Carolina non-profit corporation, the County of Richland, and other interested parties in the creation, construction and long-term maintenance of the Saluda River walkway portion of the Three Rivers Greenway to be used for certain recreational purposes along the banks of the Saluda River located within the boundaries of the Property (the "Project"), and (b) to patrol, secure, and police the Project in order to curtail the unauthorized use of the Demised Premises and the Property by the general public.
2. **Repairs and Maintenance.** Lessee shall keep the Demised Premises, and all improvements constructed thereon (including but not limited to such repair and maintenance obligations of Lessee relating to any bathroom facilities, bridges, parking areas, lights or storage/maintenance buildings, referred to in Exhibit B attached hereto, which may be constructed as a part of a later phase of Project), in good repair, ordinary wear and tear excepted, unless such repairs are made necessary by the willful misconduct or gross negligence of the Lessor. Except as stated in Paragraph 12 below, the Lessee shall not make or permit to be made any alterations or additions to the Demised Premises without the prior written consent of the Lessor. Any such consent shall apply solely to the particular transaction consented to and shall not constitute a waiver by the Lessor of the provisions of this Lease as to other transactions. At the expiration of the term of the Lease, Lessee shall peaceably yield up the Demised Premises and all improvements to the Lessor in as good condition as when delivered to Lessee, ordinary wear and tear, damage by fire, the elements, act of the public enemy, or casualty excepted; all notices to quit or vacate are expressly waived, any law, usage or custom to the contrary notwithstanding. Lessee shall notify Lessor and obtain the prior written consent of Lessor, including any required encroachment permits from Lessor, before conducting any repairs or maintenance within Lessor's transmission right-of-ways located on the Demised Premises.

3. Lessor Right of Entry. Lessee agrees that at any time during the term of the Lease the Lessor or its respective employees, agents, and invitees, may enter the Demised Premises for any reasonable purpose associated with their public purposes or their interests as landlords and/or owners of the Property.

4. Lessor Reserved Use And Utility Right of Way. The Lessor reserves unto itself, its successors and assigns, the right to use the Demised Premises for any purpose or use which does not unreasonably interfere with the rights and uses granted to the Lessee herein; specifically, the Lessor reserves the right to install over, under, across and through the Demised Premises such electric, communication, and/or gas lines, equipment, pipelines and other such facilities and structures as the Lessor may deem necessary, advisable or desirable in or for the conduct of its business.

5. Assignment, Encumbrances and Subletting. The Lessee shall not assign, mortgage, or pledge this Lease, nor assign or sublet the whole or any portion or part of the Demised Premises without the prior written consent of the Lessor. Any such consent shall apply solely to the particular transaction consented to and shall not constitute a waiver by the Lessor of the provisions of this Lease as to other transactions contemplated by the Parties.

6. Insurance.

A. At all times during the term of this Lease, Lessee, its contractors, successors and assigns, shall, at its sole expense, cause to be maintained the insurance described in this Lease and the Operation and Management Agreement, with the Lessor named as additional insureds on all policies obtained by the Lessee, its contractors, successors and assigns, covering the Demised Premises. Lessee, its contractors, successors and assigns, shall be solely responsible for paying any deductibles owed under such policies. Lessee's, its contractors, successors and assigns, insurance policies will have the following coverage requirements:

(i) Commercial property insurance on an "all risk" or "special" coverage form in an amount that is not less than the estimated replacement value of all improvements and fixtures located on the Demised Premises; the maximum deductible per occurrence shall be \$100,000.00.

(ii) General Liability Insurance against claims for bodily injury and injury to property covering the Premises in an amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. No deductible shall exceed \$50,000.00.

(iii) Any other required insurance policies, including but not limited to flood insurance, as may be required by Applicable Laws (as defined herein).

B. Lessee's, its contractors', successors' and assigns', insurance policies covering the Demised Premises will be endorsed to require notification to the Lessor of any cancellations or non-renewal at least thirty (30) days before same; provided such notice requirement does not contravene its insurer's standard notification policy. If so, the notification period may be reduced to a notification period the insurer can offer, but in no event will such notification period be less than ten (10) days prior to such cancellation or non-renewal. Lessee shall provide the Lessor with a copy of a policy endorsement and certificate/evidence of insurance evidencing all insurance coverage required under this Paragraph 6.

C. Lessee, its contractors, successors and assigns, hereby waives all rights to recover against Lessor, or Lessor's officers, employees, agents, and representatives, for any damage arising from any cause or event covered by any insurance required to be carried by Lessee or self-insured by Lessee, or any insurance actually carried by Lessee. Lessee shall cause its insurer(s) to issue appropriate Waivers of Subrogation Rights endorsements to all policies of insurance carried in connection with the Demised Premises.

D. During the initial construction phase of the Project prior to the Lessee taking possession of the Demised Premises as well as any subsequent construction phase, Lessor and Lessee understand, acknowledge and agree that the general contractor for the Project shall at all times during construction maintain both (i) a builder's risk insurance policy, and (ii) a commercial general liability insurance policy, naming both the Lessor and the Richland-Lexington Riverbanks Parks District as additional insureds. Such policies shall provide coverage with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate (or in the maximum amounts allowed under state law).

7. **Signs.** The Lessee shall not install any signs on any part or portion of the Demised Premises without the Lessor's written consent, which consent shall not be unreasonably withheld. The Lessee shall obtain the Lessor's prior approval of the form, content and language set forth in such signs prior to the installation thereof and shall maintain such signs in accordance with the terms of the Operation and Management Agreement to be executed by the Parties as defined herein.

8. **Utilities.** The Lessee shall pay for the installation, service and supply of any and all utilities required by Lessee to operate and maintain the Demised Premises.

9. **Condition of the Demised Premises.** The Demised Premises is accepted by Lessee in an "as-is, where-is" condition. Lessor shall not be responsible for any defect or change in condition of the Demised Premises, nor for any damage thereto, nor for any damage or injury to any person, goods or things contained therein due to any cause whatsoever, except for the willful misconduct or gross negligence of the Lessor.

10. **Damage.** If all or a portion of the improvements constructed on the Demised Premises are damaged by fire, other casualty, or act of a public enemy substantially destroying the improvements located thereon and the repairs to which are financially burdensome or unreasonable as determined by the terms of the Operation and Management Agreement, then this Lease shall terminate and any unearned rent paid in advance by the Lessee shall be apportioned and refunded to it by Lessor. Lessee agrees to give the Lessor immediate notice of any such damage to the Demised Premises. Lessee shall be solely responsible for the cost and expense of making any repairs to the improvements located on the Demised Premises.

11. **Default and Remedies.** If the Lessee fails to perform or observe any of the covenants contained in this Lease or in the Operation and Management Agreement (as defined in Paragraph 16) on its part to be observed and performed and if such default or failure to perform is not cured by Lessee within thirty (30) days after receiving written notice of such default or failure to perform by Lessor, Lessor may either (a) terminate or cancel this Lease by notifying Lessee as hereinafter provided, and upon such termination or cancellation Lessee shall be liable to the Lessor for any and all actual damages Lessor sustains by reason of Lessee's breach of such covenants and of such termination or cancellation; or (b) re-enter the Demised Premises without notice and upon re-entry may let the Demised Premises or any part thereof as agent for Lessee and receive the rent therefor (if any), applying the same first to the payment of such expenses incurred by Lessor to re-enter, operate or re-let the Demised Premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder. A waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions by Lessee.

12. **Additional Improvements to the Demised Premises.** Lessee shall have the right to make improvements to the Demised Premises so as to upgrade its usage (i.e. for "recreational purposes" relating to the implementation of the Project) and in the performance of its public duties, subject to the prior

review, written consent and approval of Lessor, which consent shall not be unreasonably withheld. Any such additional improvements shall be at Lessee's sole cost and expense. Upon termination of this Lease, all permanent improvements made to the Demised Premises shall become the property of Lessor, unless removed by Lessee before the end of the final term of this Lease.

13. Notices. Any notices to be given hereunder by one Party to the other shall be in writing and given by personal delivery to the executive officer of the other Party or sent by registered or certified mail, postage prepaid, addressed as follows:

To Lessee: City Manager, City of Columbia
Post Office Box 147
Columbia, SC 29202

To Lessor: Land Department Manager
SCE&G
220 Operation Way, MC-D111
Cayce, South Carolina 29033

FERC related: Bill Argentieri
SCE&G
(803) 217-9162

The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

14. Quiet Possession. Lessor covenants that upon paying the rent as herein reserved and performing all the promises, covenants and conditions herein contained, Lessee may quietly enjoy the Demised Premises, subject, however, to the terms of the SCE&G Lease, the Operation and Management Agreement, and to the terms of any mortgages, agreements, or other encumbrances which may now or hereafter affect the Demised Premises.

15. Operation and Management Agreement. Simultaneously herewith, Lessor and Lessee agree to execute a separate operation and management agreement setting forth certain terms and conditions of Lessee's operation and management of the Project during the term of the Lease (the "Operation and Management Agreement"). Lessor and Lessee shall abide by the rules and regulations set forth in the Operation and Management Agreement during the term of the Lease so long as those rules do not impair or impede the Lessee's performance of its public duties. A copy of the Operation and Management Agreement is attached hereto as Exhibit C and is incorporated herein by reference.

16. Control of the Demised Premises / No liability of the Lessor.

A. Lessee hereby assumes full responsibility for the control, condition, repair, and maintenance of the Demised Premises throughout the term of the Lease pursuant to the terms set forth in this Lease and the Operation and Management Agreement. Lessee hereby waives all rights and claims against Lessor and its employees, representatives, and agents, for any and all property loss or damages occurring anywhere on the Demised Premises and any and all personal injuries or deaths occurring on or about the Demised Premises. Further, Lessee hereby waives all rights and claims against Lessor and its employees, representatives, and agents, arising out of or related to (i) theft, vandalism, criminal acts, or lack of security (Lessee acknowledges that it is solely responsible for providing security within the Demised Premises and neither Lessor nor its respective agents, employees, representatives, are providing any security equipment, devices, or services within the Demised Premises), (ii) damage resulting from any water, rain, snow, ice, freezing, or flooding of water within or onto the improvements constructed on

the Demised Premises by Lessee, (iii) any malfunctions or failure to function of any mechanical systems or utilities used by, in, on or around the Demised Premises by Lessee including but not limited to any leaking or bursting of water or sewer lines, or (iv) any failure to cause the Demised Premises to comply with Applicable Laws or otherwise to be in a condition suitable for Lessee's use, or the use of Lessee's successors, assigns, employees, licensees, or invitees.

B. Except to the extent caused by the gross negligence or willful misconduct of the Lessor or anyone acting by or under the authority of Lessor, Lessor shall not be liable for injuries or damages which may be sustained by any person, goods, wares, merchandise, or other property of the Lessee, or the Lessee's employees, licensees, invitees, officers, agents, contractors, visitors, or any other person in or about the Demised Premises caused by or resulting from any peril which may affect the Demised Premises, including, without limitation, fire, steam, electricity, gas, ice, water, or rain, which may leak or flow from or into any part of the Demised Premises, whether such damage or injury results from conditions arising upon the Demised Premises or from other sources. To the extent, permitted by Applicable Laws, the Lessee hereby assumes complete responsibility for any loss or damage resulting from bodily injuries (including death) or damages to any property or improvements located on the Demised Premises arising out of any act or failure to act on the Lessee's part or on the part of any employee, officer, agent, and contractor. Notwithstanding, nothing herein shall be construed to limit, waive, or otherwise modify the terms or limits of any insurance available to Lessee or Lessor as additional insured.

17. Term and Rent Payments. Commencing as of the later of either (i) the Effective Date (as defined herein), or (ii) the date on which construction of the Project is complete and the Lessee takes possession of the Demised Premises to operate the Project through March 3, 2068, the annual rental for the Demised Premises shall be One Dollar (\$1.00). Rental shall be payable in advance by the Lessee each and every year during the term of this Lease. The Parties acknowledge that the annual rent set forth herein is a nominal rent paid to Lessor due to the Lessee's public service responsibilities owed to the general public during its occupancy of the Demised Premises.

18. Miscellaneous.

A. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties hereto.

B. The captions of the various sections of this Lease have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Lease.

C. The validity, interpretation and effect of this Lease are governed by and will be construed in accordance with the laws of the State of South Carolina.

D. The Lessee shall insure that the construction and maintenance of all improvements undertaken in the provisions of this Lease meet all Applicable Laws relating to public health, safety and the environment.

E. If any paragraph, section, subsection, provision, sentence, clause or portion of this Lease is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection, provision, sentence, clause or portion of this Lease. Any such affected portion or provision of this Lease shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the Parties expressed in this Lease. The Parties hereby declare that they would have agreed to the remaining parts of

this Lease if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

F. This Lease constitutes the entire understanding of the Parties and expressly supersedes and replaces in its entirety any prior oral or written agreements with respect to the subject matter hereof.

G. Upon execution of this Lease and the Operation and Management Agreement by Lessor and Lessee, the Parties agree to execute the Lease which will be recorded in the Office of the Register of Deeds for Richland County, SC.

H. The terms "Applicable Law" or "Applicable Laws" means any federal, state or local laws, ordinances (including but not limited to zoning laws), or regulations affecting the Demised Premises.

I. The terms, conditions, covenants and agreements contained in this Lease shall be binding upon the Lessor and Lessee, and their respective successors, legal representatives and assigns (if any assignment has been allowed pursuant to Paragraph 5 above).

19. FERC Project 516. This Lease is made subject to all standard Federal Energy Regulatory Commission ("FERC") restrictions as related to FERC Project 516 ("Lake Murray" or "Project").

A. Further, this Lease, to the extent the Demised Premises is within the Project Boundary Line of the hydroelectric project designated in the Files of the Federal Energy Regulatory Commission ("FERC") as Project 516 (the "Project"), is conveyed subject to any and all easements or servitudes which now exist, inchoate or perfected, or as may be revealed by a visual inspection of the Demised Premises, and reserving to Lessor, its successors and assigns, the right of ingress, egress and access in, to, over, across and out of such property for malaria control and for other corporate purposes; subject further to all damages that may be caused to said parcel or tract of land by reason of the erection, construction, presence, operation and maintenance by Lessor, its successors and assigns, of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River at or near Dreher Shoals, whether such damage is caused by the flooding of the property or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, and Lessee, by acceptance of this instrument, for Lessee and for its heirs, successors and assigns, hereby expressly releases Lessor, its successors and assigns, from any and all liability for any and all damages that may be caused to said Demised Premises as aforesaid.

B. As further consideration for this Lease, the use of the Demised Premises conveyed herein which is within the Project Boundary Lines shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and Lessee, its heirs, successor and assigns, shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on the Demised Premises will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project and Lessee shall not unduly restrict public access to Project waters.

C. Title to the Demised Premises shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC, and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. Lessee, its

heirs, successors and assigns agree to abide by and comply with such FERC orders and the Plan to the extent the same affect the Demised Premises, and to fully indemnify Lessor, its successors and assigns, for all costs (including attorney and court fees) reasonably incurred to enforce the provisions of these covenants.

D. If archaeological materials are encountered during construction, the Lessee or their contractor should stop work in the area, make all reasonable efforts to avoid or minimize damage to them and contact Lessor immediately. The procedures codified in the Code of Federal Regulations at 36 C.F.R. § 800.13(b) will apply and Lessor will notify the State Historic Preservation Office. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials. Work in the area will not resume until an appropriate resolution has been determined and implemented.

E. Should unmarked human remains be encountered during construction, all work within a fifty (50') foot radius of the area will cease and the Lessee or their contractor will immediately notify the Lessor of their findings. Lessee or their contractor will follow all requirements and procedures set forth in the Code of Laws of South Carolina Annotated §16-17-600 (Destruction of Desecration of Human Remains and Repositories) and § 27-43-10, et seq. (Removal of Abandoned Cemeteries). Lessor will immediately notify the County Coroner, the SHPO, the FERC, the CIN THPO, and any other federally recognized tribe identified during consultation. In the interim, the Lessee or their contractor in cooperation with Lessor will make every effort possible to protect the remains from any further disturbance. Lessor will consult the SHPO and the FERC for technical advice for the treatment of the unmarked burial. Work in the area will not resume until an appropriate resolution has been determined and implemented.

F. Should previously unrecorded archaeological remains be encountered during construction, the Lessee or their contractor will cease all activities in that area and make all reasonable efforts to avoid or minimize damage to them. The Lessee or their contractor will immediately notify Lessor of their findings. Lessor will immediately notify the SHPO and the FERC and advise them of the nature of the discovery. Lessor will consult with the SHPO and the FERC for technical advice for the evaluation of the resources. Work in the area will not resume until an appropriate resolution has been determined and implemented.

20. This Lease is made subject to and governed by that certain Scenic Easement, provided under the South Carolina Scenic Rivers Act of 1989, of which a portion of the Property is governed between Lessor and the State of South Carolina as represented by the State Budget and Control Board as provided under Sections 49-29-100 and 27-8-10 et seq., Code of Laws of South Carolina, 1976, as amended, its successors, heirs, executors, administrators and assigns, first recorded in the Lexington County RMC Office on April 11, 1997 in Deed Book 4120 at Page 43 and re-recorded on August 21, 2015 in Deed Book 17854 at Page 216 as well as first recorded in the Richland County RMC Office on April 11, 1997 in Deed Book 1375 at Page 914 and re-recorded on _____ in Deed Book _____ at Page _____.

[The remaining portion of this page has been intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the Lessor has signed and sealed this document as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LESSOR:

SOUTH CAROLINA ELECTRIC
& GAS COMPANY,
a South Carolina corporation

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Executed on _____, 2016

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, the _____ of SOUTH CAROLINA ELECTRIC & GAS COMPANY personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20__.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Lessee has signed and sealed this document as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LESSEE:

THE CITY OF COLUMBIA,

SOUTH CAROLINA

First Witness

By: _____ (SEAL)

Teresa Wilson
Its: City Manager

Second Witness

Executed on _____, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that Teresa B. Wilson, the City Manager of THE CITY OF COLUMBIA, SOUTH CAROLINA personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 20__.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

EXHIBIT A**Property**

This being a portion of the property conveyed to Lexington Water Power Company by Richland Power Company by deed dated May 12, 1931 and recorded in the Richland County RMC Office in Deed Book DO at Page 16. Lexington Water Power Company is corporate predecessor to South Carolina Electric & Gas Company.

DRAFT

EXHIBIT B

Demised Premises

NOTE: The attached Layout Plan, identified as Sheets L-1 and L-2, for the 8' concrete pathways and 8' boardwalks are preliminary plans only as initially provided by the River Alliance to the Lessor. Upon the release of funds by the County of Richland to The River Alliance and the Lessee to begin construction of the Project, the Parties hereto agree that this Lease and Exhibit B will be amended to incorporate final plans and specifications showing the exact location of the improvements to be located on the Demised Premises.

The Parties acknowledge and agree that the attached preliminary plans show additional improvements located on the Property that may or may not be constructed and are subject to future changes made to the Project by the Parties.

EXHIBIT C

Operation and Management Agreement - Unsigned copy

DRAFT

**OPERATION AND MANAGEMENT AGREEMENT
(Saluda River Walk - Three Rivers Greenway Project)**

THIS OPERATION AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016, by and between THE CITY OF COLUMBIA, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter called the "City"), and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (hereinafter called "SCE&G"). The City and SCE&G may be hereinafter referred to individually as the "Party" or collectively as the "Parties". The "Effective Date" of this Agreement shall be the date the Agreement is signed by both Parties, and if both Parties do not sign on the same date, it is the date on which this Agreement is signed by the last Party.

RECITALS

WHEREAS, pursuant to that certain Lease executed and effective as of _____, 2016, between the City and SCE&G (the "Lease"), SCE&G has agreed to lease a portion of its real property (currently owned and/or leased by SCE&G) as more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (the "Land") to the City in order for the City to create, construct, operate, manage and maintain the Saluda River Walk portion (the "Riverwalk") of the Three Rivers Greenway project (the "Project") for certain recreational purposes offered to the general public; and,

WHEREAS, pursuant to the terms of the Lease, the City and SCE&G have agreed to enter into this Agreement regarding the use, occupancy, operation, maintenance and management of the Land leased by the City from SCE&G.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the Lease, the rents and of the mutual covenants and agreements of the Parties hereto, as are hereinafter set forth and made a part of this Agreement, the City and SCE&G do hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by reference.
2. **The Land.** Subject to the terms hereof and the terms of the Lease, SCE&G hereby grants to the City the right to construct, use, occupy, manage, maintain, and operate the Riverwalk (as more particularly described on the Layout Plan and specifications prepared by Kenneth B. Simmons Associates, LLC, dated August 1, 2006, and entitled "I-26 Saluda River Crossing & Saluda Riverwalk, A Component of the Three Rivers Greenway", as may be updated from time to time (the "Plans")) located on a portion of its Land located along the banks of the Saluda River, which Plans are more particularly described on EXHIBIT B attached hereto and incorporated herein by reference. The portion of the Land along the banks of the Saluda River on which all improvements will be made and constructed by the County of Richland and/or the City for the operation of a walking path or trails, together with all of the City's right, title and interest in the Lease, including any and all licenses, easements (if necessary) or other appurtenances thereto, are hereinafter collectively referred to as the "Riverwalk Property".
3. **Use of Riverwalk Property.** The City agrees to use, operate, and maintain the Riverwalk Property as a pathway allowing the general public to walk, run and hike along the banks of the Saluda River in order to connect the Riverwalk Property with other existing or to be constructed portions of the City's Project and for no other purposes without SCE&G's prior written consent and approval. The City agrees that the Riverwalk Property shall be open to the general public for such purposes in compliance

with the rules governing and regulating the City's existing public parks. The City agrees not to use the Riverwalk Property, or any part thereof, for any disorderly or unlawful purpose and agrees to comply with all governmental laws, ordinances, rules and regulations applicable to the use, possession and operation of the Riverwalk Property. The City agrees not to use the Riverwalk Property in such a way as to diminish its value, all reasonable wear and tear excepted, or to diminish the value of the land owned and leased by SCE&G.

4. Initial Term. The initial term of this Agreement will begin as of the Effective Date indicated above and will end on March 3, 2068. Provided, however, the initial term and any subsequent renewals of this Agreement shall be deemed to be extended to coincide with the term of the Lease.

5. Usage Fees. Except as may be provided for by this Agreement or in the Lease, the City shall not be required to pay a fee to SCE&G for its right to construct, use, occupy, manage, maintain, and operate the designated portions of the Riverwalk Property as a pathway for walking, running and hiking.

6. Construction, Maintenance and Repairs by the City. The City shall be solely responsible for the costs of the construction, maintenance and repair of the following components of the Riverwalk Property (reference is made to the Layout Plan for a more complete description of such components): (a) the sidewalks, fences, boardwalks, paths, walkways, roadways and/or driveways to be constructed and located within the boundaries of the Riverwalk Property (collectively, the "Pathways"), (b) any and all improvements located on the exterior grounds surrounding the Pathways located or to be located within the boundaries of the Riverwalk Property which may include park benches, picnic tables, maintenance buildings or sheds, and other related structures, (c) all exterior lighting, including underground utility lines and poles, located within the boundaries of the Riverwalk Property, and (d) the roof systems, exterior and interior façades, irrigation systems, electrical systems, plumbing systems, heating, ventilation and air conditioning systems for any buildings located or to be located within the Riverwalk Property and constructed either by the City, the County (as defined herein), or their respective agents, contractors or subcontractors (collectively, Items "a-d" are referred to as the "City Improvements"). The City's maintenance and repair obligations in the City Improvements and Pathways shall include daily and weekly performance of cleaning, irrigating, trash collecting, pruning of landscape materials, and replacing seasonal plants. All City Improvements shall be constructed at the City's sole cost and expense and shall be and remain the property of the City until the termination of this Agreement or the Lease, at which time the City Improvements shall become the property of SCE&G. Prior to the commencement of construction for the City Improvements, SCE&G, in its sole and absolute discretion, shall determine the exact location of the City Improvements so that the City Improvements will not interfere with SCE&G normal business operations on its Land. The City shall be solely responsible for any damages caused to the Land and any existing and future structures located on the Land, by the construction and maintenance of the City Improvements. The City shall repair any such damage at its sole cost and expense when requested by SCE&G.

The Parties understand and agree that the construction of the initial phase of the Project will be funded and constructed by the County of Richland, South Carolina (the "County") through its penny sales tax program with the Plans to be provided by The River Alliance, a South Carolina non-profit corporation. The City, the County and The River Alliance shall coordinate all construction activities affecting the Land and the Riverwalk Property with SCE&G before the construction of any of the City Improvements. The Parties agree to hold and schedule any meetings as may be necessary or requested by the Parties throughout the term of this Agreement to address the construction, operation, maintenance, and repair of the City Improvements.

If needed, during the initial construction phase of the Project as well as any future construction phases or required maintenance to repair or replace the City Improvements (collectively, the

"Construction Work"), SCE&G will grant the City, the County, The River Alliance, and their respective employees, agents, contractors and subcontractors, a temporary license over and across the Land to provide such services necessary to construct, repair and/or maintain the City Improvements located within the Riverwalk Property. The City, and its employees, agents (including the County and The River Alliance), contractors, and subcontractors, shall at all times conduct the Construction Work, and all activities related thereto, in a manner to protect not only the Land and the existing improvements located thereon, but also SCE&G's employees, invitees, patrons, and guests. Prior to the commencement of any Construction Work during the term of this Agreement and the Lease, the City shall meet with SCE&G to establish and develop a written plan to address all matters relating to the Construction Work to be performed by the City's employees, agents (including the County and The River Alliance), contractors, and subcontractors, including but not limited to establishing the location of staging areas for labor, materials and equipment to be used during the Construction Work, establishing the days and hours during which the Construction Work can be performed, establishing a safety plan for the Project, and establishing the access, ingress and egress points over and across the Land to be used by the City, and its employees, agents (including the County and The River Alliance), contractors, and subcontractors, to construct and maintain the City Improvements within the Riverwalk Property.

Prior to the commencement of any Construction Work during the term of this Agreement, the City shall also deliver to SCE&G (a) a list of all contractors and subcontractors performing any Construction Work on the Land, (b) copies of all permits required by all federal, state or local laws, rules or regulations of any governmental authority having jurisdiction over the Construction Work, (c) insurance certificates from each contractor and subcontractor showing fully paid general liability coverage with respect to the Construction Work to be performed, in amounts suitable to SCE&G and naming SCE&G as an additional insured, (d) copies of the latest Plans detailing the scope of the Construction Work to be performed, and (e) as necessary, a survey and staking plan showing the exact location of the City Improvements to be constructed as approved by SCE&G in its sole and absolute discretion.

7. Construction, Maintenance and Repair by SCE&G. SCE&G shall be solely responsible for the construction, maintenance and repair of any existing structures or buildings located within the Riverwalk Property constructed specifically by SCE&G for its business operations and purposes, except as caused by the negligence of the City.

8. Utilities. The City shall arrange for and pay all services and charges for any and all utilities required or used in the operation of the Pathways within the Riverwalk Property, including, but not limited to water, sewer, electricity, natural gas, waste disposal (to include any dumpster rental fees, expenses or charges), and telecommunications, which may be charged or assessed by a utility or other service company, a municipality or other political subdivision of the State of South Carolina. In no event shall SCE&G be liable for any interruption or failure in the supply of any utilities or services to the Riverwalk Property, unless caused by the willful misconduct or gross negligence of SCE&G.

9. Real Estate Taxes. During the term of this Agreement, or the extension thereof, the City shall promptly pay, when due and prior to delinquency, directly to the appropriate government or municipal agency or authority, all real estate taxes and assessments ("Real Estate Taxes") levied upon or assessed against the Riverwalk Property (if any, as the Riverwalk Property is currently exempted from ad valorem taxes). SCE&G shall promptly forward any bills for Real Estate Taxes it may receive to the City for payment by the City, as such bills relate to the Riverwalk Property. The City shall promptly send to SCE&G copies of said paid receipts for Real Estate Taxes, if any.

10. Security Services. The City shall be solely responsible for and shall continuously provide security services for the Riverwalk Property at its sole cost and expense, pursuant to the City's current guidelines for public parks owned, leased, maintained and operated by the City. The City shall ensure

that its police department or park rangers shall patrol the Pathways of the Riverwalk Property on a daily basis, and not less frequently than provided for other parks or properties owned or controlled by the City.

11. Casualty Insurance. The City shall, at all times, have and maintain adequate fire, hazard, flood (if required by applicable law) and extended casualty coverage insurance (collectively, the "Casualty Insurance") on the City Improvements constructed within the boundaries of the Riverwalk Property. It is understood and agreed that such insurance carried by the City shall at all times cover the full replacement value and costs of the Pathways and City Improvements constructed and located within the Riverwalk Property. The insurance coverage shall provide that coverage will not be canceled for any reason unless and until SCE&G is given thirty (30) days prior, written notice of the pending cancellation by the City's insurance company. Upon request and prior to the Effective Date, the City's insurance company or other provider shall provide SCE&G with a certificate of insurance indicating the terms and conditions of the policy. The City agrees that it shall not do or permit anything to be done on the Riverwalk Property which may prevent the obtaining of any such Casualty Insurance on the Riverwalk Property including, but without limitation, fire, flood, and extended coverage and public liability insurance. SCE&G and Richland-Lexington Riverbanks Parks District ("Riverbanks") shall be named as additional insureds on all such Casualty Insurance policies obtained by the City for the Riverwalk Property.

12. Liability Insurance. During the full term of this Agreement or any renewal or extension thereof, the City shall, at its sole expense, procure and maintain in full force Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate (or in the maximum amounts allowed under state law), insuring against all liability of the City, and its representatives, agents, contractors, employees, invitees, or guests, arising out of and in connection with the City's use, maintenance or occupancy of the Riverwalk Property. Said insurance policy shall name SCE&G and Riverbanks as additional insureds, and the policy shall provide that it not be canceled for any reason unless and until SCE&G is given thirty (30) days prior, written notice of the pending cancellation by the insurance company. The City's insurance company shall provide SCE&G with a certificate of insurance indicating the terms and conditions of the policy.

All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdiction where the Riverwalk Property is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies.

13. SCE&G Licenses, Personal Property Taxes and Insurance. SCE&G shall be responsible for the payment of any business license fees and costs, and any and all taxes and assessments on its personal property and improvements, which it may locate or construct within the Riverwalk Property, including, but not limited to furniture, fixtures, equipment, and merchandise. All of SCE&G's personal property on or within the Riverwalk Property shall be and remain at SCE&G's sole risk, and the City shall not be liable whatsoever for any damages, loss, or casualty of such personal property, unless caused by the willful actions or gross negligence of the City, or its employees, agents, and assigns.

14. SCE&G Improvements. SCE&G shall be allowed to construct or make structural alterations, additions, or improvements (the "SCE&G Improvements") to any portion of the Riverwalk Property that is not reserved for the City's use, provided same is consistent with the City's use of the Riverwalk Property described herein and with written notice to the City prior to making the SCE&G Improvements. In the event any of the SCE&G Improvements are to be installed on any City Improvements, SCE&G shall assume full responsibility for all maintenance and repair of such City Improvements which may be

attributed to such installation. All SCE&G Improvements shall be constructed at SCE&G's sole cost and expense and shall be and remain the property of SCE&G.

15. Surrender Upon Termination. Upon the sooner of either the expiration of the term of this Agreement and the Lease or the termination of the Agreement and the Lease, the City shall surrender the Riverwalk Property in as good of a condition and repair as the Riverwalk Property was as of the commencement date of the Lease, normal and ordinary wear and tear excepted. The City agrees that no waste of any kind, solid, liquid or hazardous, shall remain on the Riverwalk Property upon the termination of the Agreement or the Lease.

Any personal property of the City remaining on the Riverwalk Property after the termination of this Agreement or the Lease may, at the option of SCE&G, be deemed to have been abandoned by the City and may either be retained by SCE&G as its property or be disposed of without liability. The provisions of this section shall survive the termination of this Agreement.

16. City's Default. Any one of the following events shall be deemed a default by the City and a breach of this Agreement, namely:

(a) If the City fails to observe or perform any of the other terms, covenants or conditions of this Agreement or the Lease, including but not limited to providing security services for the Project, and such failure continues after the expiration of thirty (30) days from the date SCE&G gives written notice to the City calling attention to the existence of such failure, provided however, that if the City cannot reasonably correct the default within said thirty (30) day period, the City shall be given a reasonable period of time to correct such default; or

(b) If the City is declared bankrupt or insolvent by judicial decree; or

(c) If the City makes a general assignment for the benefit of its creditors; or

(d) If any materialman's, mechanic's or other lien is filed against the Riverwalk Property in connection with any improvements, alterations or additions made by the City, and the City permits the lien or liens to stand against the Riverwalk Property, not securing the discharge of the Riverwalk Property from such liens by filing an appropriate bond within thirty (30) days from date of lien filing, pursuant to applicable law. Should the City file a bond and elect to contest the lien or liens, no default shall be in effect pending final legal determination of the disputed lien.

17. SCE&G's Rights in the Event of a Default. In the event of any default by the City as herein provided, SCE&G, subject to any right to cure period set forth herein, shall have the following rights:

(a) The right to terminate this Agreement and the Lease by giving the City written notice of such termination, whereupon, this Agreement and the Lease shall be regarded as having been canceled as of the date of SCE&G's termination notice and the City shall then surrender the Riverwalk Property to SCE&G. However, the City shall remain liable to SCE&G for all payments and other obligations which have accrued prior to the time of such termination; and

(b) Upon such termination by SCE&G as described herein, SCE&G shall have the right to immediately re-enter and take possession of the Riverwalk Property; and upon re-entry, may remove all persons and personal property of the City from the Riverwalk Property; and

(c) The full right to recover from the City any and all damages resulting from such event of default.

The City shall be liable for all reasonable court costs, attorneys' fees and other reasonable expenses incurred by SCE&G in enforcing any of the obligations of this Agreement.

18. Right of Entry. SCE&G, and its officers, directors, agents, employees, guests and invitees, shall at all times during the term of this Agreement have the right to enter the Riverwalk Property at any reasonable time for the purpose of (i) using the City Improvements and SCE&G Improvements located within the Riverwalk Property, (ii) performing its obligations under this Agreement, (iii) performing any work which SCE&G elects to undertake for the safety, preservation, benefit or welfare of the Riverwalk Property or its occupants, or (iv) performing any work which SCE&G elects to undertake made necessary by reason of the City's default or failure to act.

Except for the gross negligence or willful misconduct on the part of SCE&G, SCE&G shall not be liable for any inconvenience, annoyance, disturbance, loss of business or other damage of the City by reason of making such inspections, visits, repairs or the performance of any such work, so long as such actions on SCE&G's part are not unreasonable.

19. Fire or Other Casualty.

(a) If at any time during term of this Agreement, all or a major portion (greater than 30%) of the City Improvements within the Riverwalk Property shall be damaged or destroyed by fire, flooding, or other casualty, then either Party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other; provided, however, that the City may elect, by giving written notice to SCE&G within thirty (30) days of such damage or desolation, to repair and reconstruct the City Improvements within the Riverwalk Property to the condition in which the City Improvements existed immediately prior to such damage or destruction, in which case any notice of termination already given by SCE&G shall be null and void, and, provided that if such repair and reconstruction proceeds as provided in subdivision (b) below, then SCE&G may not terminate this Agreement. Insurance proceeds payable with respect to such fire or other casualty, pursuant to the insurance provided by Section 11, shall be payable to the City, and, in the ordinary course of events, be used, in part for repairs and/or replacements to the City Improvements within the Riverwalk Property as required.

(b) If the City has elected to repair and restore the City Improvements within the Riverwalk Property with the insurance proceeds, this Agreement shall continue in full force and effect and such repairs will be made within a reasonable time thereafter but in no event to exceed six (6) months thereafter, subject to delays arising from shortages of labor or material, governmental laws or regulations, acts of God, war or other conditions beyond the City's reasonable control and rent, if any, shall not be increased after the date of the completion of such repairs.

(c) It is agreed that if the City Improvements within the Riverwalk Property are damaged only slightly due to fire, flooding, or other casualty (30% or less being damaged) and City's Project operations are not substantially or materially affected by the casualty, then the City or SCE&G, as their interests may appear, shall repair the damage with the insurance proceeds with due diligence and as soon as practicable and the Parties shall continue to uphold all other provisions of this Agreement.

(d) The Parties shall notify each other without delay in the event of any fire, flooding or other casualty damage caused to the Riverwalk Property and the City Improvements.

20. Condemnation. If all of the Riverwalk Property is taken by condemnation, this Agreement shall terminate on the date when the Riverwalk Property shall be so taken. If a portion or any part of the Riverwalk Property is taken by condemnation and the Riverwalk Property is thereby rendered not

reasonably suitable for the continued conduct of the City's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either Party may elect by giving written notice to the other, to terminate this Agreement, and in the event of such termination, all charges shall be apportioned as of the date of taking. If the taking involves a part of the Riverwalk Property and if neither Party elects to terminate this Agreement, the City shall restore the Riverwalk Property in compliance with the scope of the Project. Both the City and SCE&G shall have the right to assert a separate claim in any condemnation proceeding, as their interests may appear. SCE&G shall have the right to assert a claim for, but not be limited to, the loss of the Riverwalk Property. The City shall have the right to assert a claim for, but not be limited to, the loss of use of the Riverwalk Property, moving expenses and any personal property erected on the Riverwalk Property by the City. SCE&G and the City shall each bear their own cost and expense in prosecuting their separate claims. Any award made to either SCE&G or the City shall belong entirely to SCE&G or the City, respectively.

21. Assignment. The City shall not assign its rights or obligations under this Agreement without the prior written consent of SCE&G.

22. Environmental Hazards. The City agrees that it shall not, nor shall it permit others, in violation of any environmental laws and regulations, to use, release, store, or dispose of any Hazardous Materials (as defined by federal and state environmental laws and regulations) on the Riverwalk Property or the Land nor shall the City contaminate the Riverwalk Property, the Land or the surrounding environment and properties. If the City, or its agents, contractors, or employees, have actual knowledge of any release of any Hazardous Materials on the Riverwalk Property or the Land, or of any inquiry or action by a government agency regarding such materials, the City shall immediately notify SCE&G. The City, its agents, representative, contractors, subcontractors, and employees agree to abide by all applicable environmental laws and regulations as they apply to the City's possession, construction, management, maintenance, operation and use of the Riverwalk Property.

In the event that the Riverwalk Property, the Land, or the environment becomes contaminated with Hazardous Materials as a result of the City's use, occupation, or possession of the Riverwalk Property, it shall be the City's sole responsibility and cost to remediate and take from the Riverwalk Property said contamination

23. Notice. A notice which may or shall be given under the terms of this Agreement shall be either delivered by hand or by Federal Express or another similar national, reputable, overnight courier or sent by United States Registered or Certified Mail, postage prepaid; if for the City or if for SCE&G, to the addresses set forth below. Such addresses may be changed from time to time by either Party by giving notice as provided herein. Notice shall be deemed given when delivered (if delivered by hand) or one (1) day after sending it via overnight courier or three (3) days after depositing in the mail, return receipt requested (if delivered by mail).

Notice to the City:	City of Columbia 1737 Main Street Post Office Box 147 Columbia, South Carolina 29201 (29202) Attention: City Manager
Notice to SCE&G:	South Carolina Electric & Gas Company 220 Operation Way, MC-D112 Cayce, South Carolina 29033 Attention: Land Department Manager

24. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of both Parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that both Parties must agree in writing to such substitute language and provisions before such will become binding on either Party.

25. Compliance with Laws, Ordinances and Regulations. The City shall, except as herein required by SCE&G, and at the City's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon the City by the ordinances, laws and/or regulations of any governmental authorities, as may apply to the Riverwalk Property, insofar as they are occasioned by or required in the conduct of the City's business or the City's use of the Riverwalk Property.

26. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

27. Whole Agreement. This Agreement, together with all exhibits which are attached hereto and by reference made a part hereof, constitutes the sole and entire agreement between the Parties relative to the Operation and Management of the Riverwalk Property. No prior written or contemporaneous oral promises or representations shall be binding. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or SCE&G unless reduced to writing and signed by both Parties.

28. Waiver. The failure by SCE&G to complain of any action, non-action or default of the City shall not constitute a waiver of any of SCE&G's rights hereunder. A waiver by SCE&G of any right for any event of default by the City shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Neither a failure by SCE&G to exercise any of its options hereunder, nor failure to enforce its rights or to seek its remedies upon any default, shall effect or constitute a waiver of SCE&G's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default.

29. Liens and Encumbrances. The City shall not encumber or subject the interest of SCE&G in the Riverwalk Property to any mechanics', materialmen's or other liens of any nature whatsoever and shall bond off or cause to be released any such liens against the Riverwalk Property.

30. Quiet Possession. It is understood and agreed that subject to the terms of this Agreement and the Lease, and to all covenants, additions, easements, and liens of record, that the City, performing and observing the covenants hereof, may peacefully use and enjoy the Riverwalk Property throughout the duration of this Agreement and the Lease without any unreasonable interruptions by SCE&G, and its successors or assigns.

31. No Joint Venture or Partnership. It is expressly understood that the Parties shall not be construed or held to be partners, joint venturers or associates of one another in the conduct of their respective business operations.

32. Miscellaneous Provisions.

(a) The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or affect the scope or intent of such Paragraphs or Sections of this Agreement. Any gender used herein shall be deemed to refer to any other gender. The use of singular herein shall be deemed to include the plural and, conversely the plural shall be deemed to include the singular.

(b) This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

(c) The City may, during the term of this Agreement, upon obtaining any and all necessary permits from governmental authorities and the prior written consent of SCE&G as to form, content and location, paint or erect and maintain, at its cost and expense, signs of such dimensions and materials as it may reasonably deem appropriate in or about the Riverwalk Property. Such signs shall be removed by the City upon the termination of its occupancy of the Riverwalk Property and the City shall repair any damage caused by such removal, all at the City's sole cost and expense.

(d) The Parties agree to fully cooperate with each other with respect to securing any necessary approvals, permits or licenses necessary for the construction, renovation and operation of the Riverwalk Property as contemplated hereby.

34. Authorization. Each individual executing this Agreement on behalf of the City or SCE&G represents and warrants that he or she has been authorized to do so by such entity.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, undersigned has executed this Agreement as of the date first above-written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CITY OF COLUMBIA,
SOUTH CAROLINA
a political subdivision of the
State of South Carolina

First Witness

By: _____ (SEAL)

Teresa Wilson

Its: City Manager

Executed on _____, 2016

Second Witness

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I, the undersigned notary public for the State of South Carolina, do hereby certify that Teresa B. Wilson, the City Manager of the CITY OF COLUMBIA, SOUTH CAROLINA personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 20__.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

IN WITNESS WHEREOF, undersigned has executed this Agreement as of the date first above-written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA ELECTRIC &
GAS COMPANY,
a South Carolina corporation

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Executed on _____, 2016

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ACKNOWLEDGMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, the _____ of SOUTH CAROLINA ELECTRIC & GAS COMPANY personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20__.

(AFFIX NOTARY SEAL)

Notary Public for South Carolina

Print notary name: _____

My Commission Expires: _____

EXHIBIT A**DESCRIPTION OF THE LAND**

This being a portion of the property conveyed to Lexington Water Power Company by Richland Power Company by deed dated May 12, 1931 and recorded in the Richland County RMC Office in Deed Book DO at Page 16. Lexington Water Power Company is corporate predecessor to South Carolina Electric & Gas Company.

DRAFT

EXHIBIT B**PLANS AND LOCATION OF THE SALUDA RIVERWALK
ON THE RIVERWALK PROPERTY**

DRAFT



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Assistant City Manager for Operations

FROM: *Missy Gentry, Assistant City Manager*

SUBJECT: Storm Water Bond and Priority Projects Final
Recommendations - Ms. Melissa Gentry, Assistant City
Manager of Operations

PRESENTER: Melissa Gentry, Assistant City Manager

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

As the City proceeds towards the analysis related to a storm water bond, staff has prioritized the storm water project list to reflect a larger funding mechanism being available for drainage projects. Request time during the council meeting to present and discuss the draft project prioritization that will be used as the City proceeds with the necessary study to determine bonding capacity and provide the validation necessary to proceed with issuance of a storm water bond.



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Administration

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the re-appointment of two (2) individuals and the appointment of five (5) individuals to the Bicycle and Pedestrian Advisory Committee.

FINANCIAL IMPACT:

Council is asked to re-appoint Michael Juras and Eugene Bell and appoint five (5) new appointees.

ATTACHMENTS:

- BPAC memo 1016b (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton

DATE: October 10, 2016

SUBJECT: Bicycle Pedestrian Advisory Committee

Purpose: The purpose of the BPAC is to advise the City of Columbia Transportation Planning staff, City Council Members, the Mayor and community organizations and partners on bicycling and pedestrian issues facing the city and to work toward the development of a bicycle/pedestrian master plan; represent community and constituent interests in transportation planning decisions; and provide feedback to staff on projects relating to walking and bicycling. City of Columbia staff will consider recommendations from the BPAC along with input from other members of the public during decision making.

Composition: This committee is comprised of fifteen (15) members - three (3) appointed by the Mayor and two (2) appointed by each council member. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to re-appoint Michael Juras and Eugene Bell and appoint five (5) new appointees.

Current District Representation is:

District 1 – 2
 District 2 – 3
 District 3 – 5
 District 4 – 4
 Not in City Limits – 0

- District Representation of Applicants is:

District 1 – 1
 District 2 – 3
 District 3 – 6
 District 4 – 1
 Not in City Limits – 5

Applications on File

District 1

Eugene Bell
3420 Lyles Street
Columbia, SC 29201

Architect; Associate
Principal

District 2

Brian Faulkner
4501 Bentley Drive, Apt. 822
Columbia, SC 29210

Airport Planner
WK Dickson & Company

Ernest Grigg
15 Governor's Hill
Columbia, SC 29201

Public Relations Instructor
USC School of Journalism

Jana Hirsch
701 Gervais Street #205
Columbia, SC 29201

Assistant Professor
Arnold School of Public Health

District 3

Paul Domlyn
2215 Oceola Street
Columbia, SC 29205

Interior Designer

Michael Juras
3000 Amherst Avenue

Retired

Scott Nuelken
507 S. Gregg Street
Columbia, SC 29205

President
Columbia Town Bike Collective

Andrew Sabalowsky
1056 Elm. Avenue
Columbia, SC 29205

Assistant Professor
Benedict College

Scott Thorpe
643 Byron Road
Columbia, SC 29209

Clinical Operations Director
DHEC

Drew Williams
29 Old Shandon Circle
Columbia, SC 29205

Sr. Operations Analyst &
Consultant
BCBS of SC & Independent
Consultant

District 4

Nicholas Galante
1311 Whittaker Drive
Columbia, SC 29206

Training & Dev. Manager
IDEXX Laboratories

Outside City Limits

Christina Galardi
605 Knollwood Drive
Columbia, SC 29209

Project Manager
SC Dept. of Health &
Human Services

April Morgan
115 Legend Oaks Drive
Columbia, SC 29229

Special Education Teacher
Chester County

Brent Kossick
116 Beth Hope Lane
Columbia, SC 29210

Director
United Way Association

Lauren Reid
1329 Abberly Village Circle
West Columbia, SC 29169

Graduate Research
Assistant
USC

Joe Roof
1 Cypress Springs Court
Chapin, SC 29036

Assistant VP-Voluntary
Claims
Colonial Life

CURRENT MEMBERS**DATE APPOINTED****START****EXPIRES**

Keith Gosselin
2711 Blossom Street
Columbia, SC 29205
District 3

09/03/2013
02/16/2016

09/01/2013
09/03/2015

09/30/2015
09/30/2018

Sr. IT Project Manager
AgFirst Farm Credit Bank
Mayor

Michael Juras-**Re-APPOINT**
3000 Amherst Avenue
Columbia, SC 29205
District 3
Mayor

09/03/2013

09/03/2013

09/30/2016

Brian Curran-**VACANT**
1373 Kathwood Dr.
Columbia, SC 29206
District 4

09/20/2011
09/03/2013

09/20/2011
09/20/2013

09/20/2013
09/30/2016

Owner
Outspokin Bicycles
Mayor

Bethany Bell
528 Avondale Drive
Columbia, SC 29203
District 1

02/16/2016

03/01/2016

03/30/2019

Associate Professor
University of South Carolina

Theresa Clement-**VACANT**
1321 Pine St.
Columbia, SC 29204
District 2

09/20/2011
09/03/2013

09/06/2011
09/06/2013

09/06/2013
09/30/2016

Instructor
University of South Carolina

Julie Hartwell
913 Oak Street
Columbia, SC 29205
District 2

01/19/2016

02/01/2016

02/28/2019

Educator
AEM

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
Jane Downey 111 Edward Court Columbia, SC 29205 District 3 Attorney Moore Taylor Law Firm	12/01/2015	12/2015	12/2018
Debra Bloom 1043 Elm Avenue Columbia, SC 29205 District 3 Family History Manager Richland County Public Library	12/01/2015	12/2015	12/2018
James William Haltiwanger- VACANT 11 Cedarwood Ln. Columbia, SC 29205 District 4	09/06/2011 09/03/2013	09/06/2011 09/06/2013	09/06/2013 09/30/2016
Brian Binette- VACANT 416 Prince Wales Drive Columbia, SC 29209 VP Marketing Sports Systems District 4	09/03/2013	09/01/2013	09/30/2016
Fritz Peter Hamer 1319 Gladden Street Columbia, SC 29205 District 3 Historian S. Caroliana Library At-Large (Duvall)	12/01/2015	12/2015	12/2017
John Green 1005 Enclave Way Columbia, SC 29223 District 4 Owner Cycle Center At-Large (Duvall)	02/16/2016	02/16/2016	03/30/2019

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
Tammy House Rutherford - RESIGNED 1912 Henderson Street Columbia, SC 29201 District 2 I.S. Manager Covidien Augusta, GA At-Large (Devine)	09/03/2013	09/01/2013	09/30/2016
Eugene (Gene) Bell- Re-APPOINT 3420 Lyles Street Columbia, SC 29201 (803) 233-6965 District 1 Architect Watson Tate Savory 1316 Washington Street Columbia, SC 29201 (803) 799-5181 gbell@watsontatesavory.com At-Large (Devine)	09/03/2013	09/01/2013	09/30/2016



We Are Columbia

MEETING DATE: October 18, 2016

DEPARTMENT: Administration

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the re-appointment of one (1) individual to the Columbia Museum of Art Commission.

FINANCIAL IMPACT:

Council is asked to approve the re-appointment of Mr. Ronald Rogers

ATTACHMENTS:

- CMA memo 1016 (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager
FROM: Chanique J. Belton, City Manager Office
DATE: October 10, 2016
SUBJECT: Columbia Museum of Art Commission

Purpose: The Columbia Museum of Art Commission manages the investments and the maintenance, preservation and exhibition of its art collection.

Composition: The commission is comprised of five (5) individuals serving five (5) year terms.

Action: Council is asked to approve the re-appointment of Mr. Ronald Rogers

- A letter of recommendation from the Columbia Museum of Art has been received requesting Council's approval to re-appoint Mr. Ronald Rogers.
- Current District Representation is:
 - District 1 – 0
 - District 2 – 0
 - District 3 – 3
 - District 4 – 1
 - Not in City Limits – 1

Applications Received

Ronald Rogers
828 Kilbourne Road
Columbia, SC 29205

District 4

Retired

CURRENT MEMBERS

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Joel Smith, III 120 Edisto Avenue Columbia, SC 29205 District 3	05/2015	06/2015	09/2020
C. Carroll Heyward 421 Edisto Ave. Columbia, SC 29205 District 3	05/20/2014	05/2004 05/2009 05/2014	05/2009 05/2014 05/2019
W B Guimarin and Co.			
Katherine Davis 520 Oakbrook Drive Columbia, SC 29223 Not in City Limits	03/05/2013	01/2008 01/2013	01/2013 01/2018
Palmetto Health Foundation			
Gail Morrison 2626 Stratford Road Columbia, SC 29204 District 3	05/20/2014	05/2014	01/2017
Community Leader			
Filling Unexpired term of Stephen Morrison			
Ronald Rogers- RE-APPOINT 828 Kilbourne Rd. Columbia, SC 29205 District 4	11/15/2011*added additional time to stagger appointments	09/2010	09/2014 09/2016
Retired			