



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2017

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, October 3, 2017 at City Hall, Council Chambers, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

ADOPTION OF THE AGENDA

CITY COUNCIL DISCUSSION

1. Parks and Recreation Capital Improvement Needs - Mr. Randy Davis, Director of Parks and Recreation
2. Department of Parks and Recreation User Fees - Mr. Randy Davis, Director of Parks and Recreation
3. Affordable/Mixed Income Housing - The Honorable Mayor Stephen K. Benjamin

EXECUTIVE SESSION

4. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)

*Lolita Earle-Sumter v City
Eula Brown v City*



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

*Parking Agreements
Incentive Criteria*

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

HomeServe

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the July 18, 2017 and August 1, 2017 City Council Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 24

8. Council is asked to approve a Professional Services Agreement for Traffic Signal Software. Award to Temple, Inc. in an amount not to exceed \$139,883.92. This firm is located in Decatur, AL.

Funding Source: General Capital Projects-Project SC DOT Traffic Engineering- Traffic Signal Upgrade; 4039999-638710-960000020. The original budgeted amount is \$150,000.00.

9. Council is asked to approve services for Municipal Court, Lorick and Woodlands Parks Roof Replacement, as requested by Support Services. Award to Aqua Seal Mfg. & Roofing, Inc., a certified Local Business Enterprise in the amount of \$608,980.00. This firm is located in West Columbia, SC.

Funding Source: 4039999-CP080110-658650; 4039999-CP080111-658650; and 4039999-CP080112-658650. The original budgeted amount is \$650,000.00.



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10. Council is asked to approve the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Application to Purchase a 3D laser scanner with crash and crime scene software and a laptop to support the scanner software for the Columbia Police Department in the amount of \$79,773.00.

11. Council is asked to approve the Purchase of School Crossing Guard Services, as requested by the Police Department. Award to Allegiance Industries Inc., using the SC State Contract in the amount of \$122,887.00. This vendor is located in Columbia, SC.

Funding Source: Police administration services – Professional Services; 1012402 – 636600. Costs are to be reimbursed by Richland School District One. The original budgeted amount is \$122,887.00.

12. Council is asked to approve the Purchase of twenty-six (26) Ford Interceptor Sports Utility Vehicles for the Police Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$806,988.00. This vendor is located in Spartanburg, SC.

Funding Source: General Services: Capital Replacement- Auto, Trucks and Heavy Equipment; 6308972-658500. The original budgeted amount is \$806,988.00.

13. Council is asked to approve the Purchase of Motorola Radios, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$2,116,563.75. This vendor is located in Blythewood, SC.

Funding Source: Police Administration Services – Radio Equipment 1012402 – 627800. The original budgeted amount is \$2,116,563.75.

14. Council is asked to approve Contract Amendment #1 for Project SD8360; Water Quality Monitoring Operation and Maintenance, as requested by Columbia Water. Award to Woolpert in the amount of \$174,410.99. This firm is located in Columbia, SC.

Funding Source: 5534202-SD8360-638305. The original budgeted amount for this Contract Amendment is \$180,000.00.

The following sub-consultants will provide additional services:

Rogers & Callcott of Columbia, SC will provide laboratory analytical services at \$15,000.00 (8.6%) of the value.

YSI, Inc., of Yellow Springs, Ohio, will provide equipment and calibration solutions for multi-parameter date sondes services at \$5,000.00 (2.9%) of the contract value.



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4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide survey and engineering design services at \$15,000.00 (8.6%) of the contract value.

15. Council is asked to approve the Final Contract Renewal for Sodium Chlorate, as requested by Columbia Water. Award to Water Solutions, in an amount not to exceed \$209,000.00. This firm is located in West Haven, CT.

Funding Source: Lake Murray Water Treatment Plant- Chemicals; 5516207-624800. The original budgeted amount is \$209,000.00.

16. Council is asked to approve Water Main Relocation Services at Lindler Road and Old Lexington Highway, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., a Local Business Enterprise in an amount not to exceed \$271,238.00. This firm is located in West Columbia, SC.

Funding Source: 5529999-WM438801-658650-Murray Lindler Road and Old Lexington Highway Traffic Circle - The original budgeted amount is \$224,000 and the remaining \$47,238.00 was transferred from WM33518-Utility Conflicts-Annual.

This is a Mentor Protégé Project. Northeast Backflow of Lugoff, SC is the Protégé and will provide services at \$100,000.00 (40%) of the total contract value.

Sub-consultant Fortiline Waterworks of Lexington, SC will provide material services at \$75,000.00 (30%) of the contract value.

17. Council is asked to approve services for Filter Screen Repairs at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Parkson Corporation, as a sole source in an amount not to exceed \$373,157.28. This vendor is located in Fort Lauderdale, FL.

Funding source: Metro WWTP: FEMA/ October 2015 flood; 2536208-638400 SS7445. The original budgeted amount is \$373,157.28.

18. Council is asked to approve Change Order #2 for Project SS7279; Smith Branch 02 Sanitary Sewer Evaluation Study, as requested by Columbia Water. Award to Layne Inliner, LLC in the amount of \$410,954.50. This firm is located in Tucker, GA.

Funding Source: 5529999-SS727901-658650 Water & Sewer Capital Projects- Smith Branch 02 SSES-Capital Project Costs. The original budgeted amount is \$6,000,000.00 and the revised contract amount is \$4,123,441.50.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. The following Protégé will provide services:



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North American Pipeline Management, a Minority Business Enterprise (W) of Marietta, GA is the Protégé and will receive \$406,282.50 (98.86%) of the change order amount.

19. Council is asked to ratify an Emergency Procurement for Project WM4373 to repair filter under drains and restore full treatment capacity at the Canal Water Treatment Plant, as requested by Columbia Water. Award to Rehab Construction Co, Inc. in the amount of \$663,434.00. This firm is located in Conyers, GA.

Funding Source: Water and Sewer Capital Projects: Capital Projects Cost;5529999- 658650. The original budgeted amount is \$663,434.00.

20. Council is asked to approve services for Electrical Control Upgrades at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, a certified Minority Business Enterprise in an amount not to exceed \$681,577.60. This firm is located in Columbia, SC.

Funding Source: Maintenance and Repair / Water and Sewer CIP Project Cost 5529999-658650. This is a Clean Water 2020 Program Project. The original budgeted amount is \$1,096,044.54.

Sub-consultant CITI, LLC of Charlotte, NC will provide services at \$270,000.00 (43.5%) of the contract value.

21. Council is asked to approve construction services for the Busby Street Community Resource and Training Complex, as requested by the Parks and Recreation Department and the Columbia Police Department. Award to Clayton Construction Company, Inc. in an amount not to exceed \$2,948,000.00. Clayton Construction Company, Inc. is located in Spartanburg, SC.

Funding Source: 4039999 - CP106002 - 658650 Busby Street. The budgeted amount for this Contract is \$3,134,906.82. Kapasi Glass is a MBE firm located in Spartanburg, SC and will provide storefront and glazing at \$55,965.00 (2.07% of the Contract value). USA Waterproofing is a MBE firm located in Charlotte, NC and will provide joint sealant and weather barrier at \$36,123.00 (1.34% of Contract value). Grow Electric is a WBE firm located in Lexington, SC and will provide electrical work at \$274,900.00 (10.19% of Contract value). Black Construction Company, LLC is a WBE firm located in Bamberg, SC and will provide site work at \$387,985.00 (14.38% of Contract value).

22. Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC

First reading approval was given on September 5, 2017.



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- 23. Resolution No.: R-2017-085 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Farm to Table on Thursday, October 26, 2017
 - 24. Resolution No.: R-2017-099 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Wednesday, October 4, 2017

PRESENTATIONS

- 25. Nigeria's Independence Day Proclamation - The Honorable Mayor Stephen K. Benjamin
- 26. Domestic Violence Awareness Month Proclamation - The Honorable Tameika Isaac Devine
- 27. National Community Planning Month Proclamation -The Honorable Mayor Stephen K. Benjamin
- 28. PANS/PANDAS Awareness Day Proclamation - The Honorable Mayor Stephen K. Benjamin
- 29. Business Spotlight Program Honoree - Mr. Angelo McBride, Office of Business Opportunities Administrator

CARBRA Construction and Design, Inc.

ORDINANCES - FIRST READING

- 30. Ordinance No.: 2017-073 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A
- 31. Ordinance No.: 2017-084 Transfer unopened portions of Marion and Catawba to USC

RESOLUTIONS

- 32. Resolution No.: R-2017-103 Approving the honorary naming of the 5000 block of Monticello between Summit Street and Dixie Street "Bishop Robert L. Bishop Way"
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33. Resolution No.: R-2017-097 - Authorizing the City Manager to execute a Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery
34. Resolution No.: R-2017-104 Ratifying and Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for a 2.97 acres portion of Richland County TMS #11501-01-01 and the City Manager's execution of documents to consummate the purchase

ORDINANCE - SECOND READING

35. Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

First reading approval was given on September 5, 2017.

ZONING PUBLIC HEARING - 7:00 P.M.

36. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18

Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1), and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and Zoned Planned Development District (PDD) by Richland County.

Applicant: Prime Development, LLC and Centerline Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)



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37. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1080 Shop Road, TMS# 11211-07-06

Ordinance No.: 2017-076 - Annexing and Incorporating 7080 Shop Road, Richland County TMS #11211-07-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:3

Proposal:Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial District (M-1).The property is currently classified as Mixed Residential-High Density and zoned M-1 by Richland County.

Applicant:ARG BHCLMSC001, LLC

Staff Recommendation:Approval

PC Recommendation:07/18/2017; Approval (9-0)

38. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013

Ordinance No.: 2017-079 - Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County TMS# 002898-01-013 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:1

Proposal:Request to annex, assign land use classification of Urban Edge Regional Activity Center (UEAC-2), and assign zoning of Planned Unit Development-Large Scale (PUD-LS). The property is currently zoned PD by Lexington County.

Applicant:Circle K Stores Inc.

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

39. Resolution No.: R-2017-091- Annexing 0.09 acres N/S SC 277, Richland County TMS# 11616-01-01

Council District:2



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

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

40. **Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 0.09 acres, N/S SC 277, TMS# 11616-01-01**

Ordinance No.: 2017-081- Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

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

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

41. **Resolution No.: R-2017-092 - Annexing 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13 705-11-01 I 13 705-11-02, 13 705-11-03, 13 705-11-04, 13 705-11-08, 13 705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08**

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.



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Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

42. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment -1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08

Ordinance No.: 2017-082 - Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

43. Zoning Map Amendment - 201 S. Assembly Street, TMS# 11301-15-03

Council District: 2



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Proposal: Request to rezone the parcel from M-1, -FP to C-2, -FP

Applicant: David A. Chase, Jr. and Stephen H. Chase, Jr.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

44. Comprehensive Plan Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16

Ordinance No.: 2017-083 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017

Council District: 2

Proposal: Assign land use classification of Urban Core Mixed Residential Type 2 (UCMR-2). The property is currently classified as Mixed Residential-High Density by Richland County.

Applicant: Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation: 06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)

45. Zoning Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16

Council District: 2

Proposal: Assign zoning of General Residential District (RG-2). The property currently has interim zoning of General Residential District (RG-2)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2017

Applicant: Orchard Columbia III, LLC / Julius Kirkland, Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation: Annex, Assign Interim Land Use and Interim Zoning, 06/05/2017; Approve (7-0)

46. Comprehensive Plan Future Land Use Map Amendment - 17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-30

Ordinance No.: 2017-071 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30

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 SD-2 to AC-1.

Applicant: City of Columbia Planning & Development Services

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

47. Amendment to Plan Columbia: Land Use Plan

Ordinance No.: 2017-078 - Amending the text of Plan Columbia: Land Use Plan specific to the Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification

City Council District: 1, 2, 3, 4

Proposal: Request adoption of an amendment to Plan Columbia: Land Use Plan text specific to the Urban Edge Regional Activity Center (UEAC-2) future land use classification.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
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APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Parks & Recreation

FROM: *Randy Davis, Director*

SUBJECT: Parks and Recreation Capital Improvement Needs - Mr. Randy Davis, Director of Parks and Recreation

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Unfunded Capital Improvement Projects (PDF)



CITY OF COLUMBIA

Department of Parks and Recreation

Inter-Office Memorandum

To: Ms. Teresa Wilson, City Manager
From: Mr. Randy Davis, Director of Parks and Recreation 
Thru: Mr. S. Allison Baker, Senior Assistant City Manager
Re: Unfunded Capital Improvement Projects
Date: September 29, 2017

Attached is a prioritize outline of needed replacements and upgrades of facilities, ballfields and parks in the Parks and Recreation Department.

Capital Improvement Projects (Unfunded)

Neighborhood Parks

Project Title	Description	Justification	Expenditure
1. T.S. Martin Park	Park renovations	Revive community park	\$775,000.00
2. Lorick Park	New Building (gym) and parking improvements, ADA requirements, improve lighting and outdoor amenities i.e. playground, splash pad and outdoor courts.	Improve uniform park standards and equity in uniform quality facilities. Improve outdoor park experience for the community	\$4,155,000.00
3. MLK Park	New Building (gym)	Improve uniform park standards and equity in uniform quality facilities.	\$4,070,000.00
4. Woodland Park	New Building (gym)	Oldest building currently in the system.	\$4,070,000.00
Regional/Signature Parks			
5. Finlay Park	Renovations and upgrades economic development	Built in 1991 the park has experienced significant deterioration. Finlay Park has been recognized as a signature park for the City of Columbia	\$20,000,000.00
6. Riverfront Park North Canal Improvements	Pave north end parking lot and provide ADA access to the trail. Provide site	No ADA accessible route. Storage building is in poor condition that is needed for	\$450,000.00

	lighting for parking. Repair storage building at north end of Riverfront Park. New stage and walking path that is ADA accessible at Riverfront Park	maintenance related equipment.	
7. Owens Field	Phase II Consist of restrooms, dog park, walking path, shade shelter, parking lot completion and soccer field renovations	Owens Field is a premier park and a complete makeover per master plan	\$2,000,000.00
8. Keenan House	Interior floor repair, exterior siding repair, electrical and plumbing upgrades, asbestos mediation	A premier rental facility that is an historic property. There are numerous structural and cosmetic issues.	\$500,000.00
Ballfields and Playgrounds			
9. Sports Lighting at various City Parks	Replace sports lighting to include pole fixture wiring and controls. To include dug outs and bleachers	Exceeded their useful lives and in need of replacement The deterioration pose potential safety concerns which are grossly inefficient	\$1,070,000.00
10. Athletic Fencing at various City Parks	Replace athletic field fencing	Exceeded their useful lives and in need of replacement. The deterioration poses potential safety concerns.	\$720,000.00
11. Playground Equipment at various City Parks	Replacement and upgrades	Exceeded their useful lives and in need of	\$1,125,000.00

		replacement. Improvements need to meet ADA and safety standards.	
12. Southeast Park Tennis Courts	Resurfacing of courts	Must be refurbished in order to maintain playability.	\$200,000.00
13. Signage at various City Parks	Create sign standard for all City Parks	The need to have an established standard for all park signage in the City. Currently approximately 16 parks have no signage.	\$225,000.00

Community Recreation Centers include the following:

- Gym with divider
- Office and Reception area
- Game Room
- Multi-purpose rooms (2)
- Exercise Room: (Universal Weight Machine, tread mill, stair step, stationary bikes)
- Kitchen: refrigerator, microwave, ice machine, warming station, sink counter space and cabinets



We Are Columbia

MEETING DATE: **October 3, 2017**

DEPARTMENT: **Parks & Recreation**

FROM: ***Randy Davis, Director***

SUBJECT: **Department of Parks and Recreation User Fees - Mr. Randy Davis, Director of Parks and Recreation**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Fee Ordinance Memo (PDF)
- **#b:** PHN Sec 15-1 User fees (2017-077) (PDF)
- **#c:** 2017-077 amend Sec 15-5 User fees (PDF)



CITY OF COLUMBIA

Department of Parks and Recreation

Inter-Office Memorandum

To: Ms. Teresa Wilson, City Manager
 From: Mr. Randy Davis, Director of Parks and Recreation
 Thru: Mr. S. Allison Baker, Senior Assistant City Manager
 Re: Fee Ordinance
 Date: September 12, 2017

Below are the proposed changes associated with user and program fees in the City of Columbia Parks and Recreation Department. The attached document is an outline of the current and proposed changes.

- **User Fees:**
 We recommend deleting the current requirement that non-profit organizations are not able to receive the non-profit rate on Friday's and Saturday's and December 1st – January 1st.
- **Swimming:**
 Swim Team Practice, Swim Parties and Swim Meets are first time proposed published ordinance fees.
- **Camps and Classes:**
 For the Art Center programs to continue to succeed and flourish we need to have a rate increase in all areas. In comparisons to art facilities around Columbia we are well below the going rate for classes. In addition, we are well below the going rate for Open Studio Space. Therefore, we are proposing a first increase of \$10 to apply across the board to all of the Art Center programs. After comparing the other camps throughout the Midlands we continue to be more affordable than most Summer Day Camp Programs.
- **Event Vendor Fees:**
 Event vendor fees are also first time published ordinance fees. These rates are comparable to festivals and fairs throughout the midlands.

CITY OF COLUMBIA NOTICE OF PUBLIC HEARING
ADOPTION OF ORDINANCE NO: 2017-077

Public notice is hereby given that the Columbia City Council will hold a public hearing on Tuesday, _____ at 6:00 p.m. in Council Chambers, 3rd floor, City Hall, 1737 Main Street, Columbia, South Carolina, to receive public comment on an amendment to the 1998 Code of Ordinances for the City of Columbia, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees as follows:

Sec. 15-5. User fees.

(a) *Definitions.*

Fee structure for parks and recreation is broken into four categories:

- (1) Rentals (facilities, equipment).
- (2) Event support fees.
- (3) Athletics.
- (4) Classes/camps/programs.

Rentals are classified into three groups and fees are assessed accordingly:

- (1) *Gated/admission* (admission charged and/or controlled access)—Rental fees, deposit plus support fees.
- (2) *Public* (no controlled access or admission fees)—Rental fees plus deposit.
- (3) *Non-profit/exempt*—Support costs plus security deposit. **(*Proof of non-profit status required.)**

Examples: American Cancer Society, Boy Scouts, Richland County School District 1

(b) *Park rental fee schedule.* Gated/admission rates for facility or park rentals will apply to events which require an admission fee to the park and/or fencing around a park to control access. (Fencing will be paid for by the renter). Rates will be set in a six-hour time block.

(c) *Fee waiver.* The city manager or his/her designee is authorized to waive any and all fees associated with the use of city owned facilities. Such waivers are limited to organizations with a direct affiliation to the City of Columbia (i.e. Columbia Council of Neighborhoods, Parks and Recreation Foundation, City Development Corporations) and whose activity benefits the expressed mission of the city and is determined to be for the public good.

(d) *Parks.*

- (3) *Ensor Keenan House* ~~(non-profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$425	\$60/hr.
Public (no controlled access or admission fees)	\$275	\$50/hr.
City holidays	\$325	\$60/hr.
Deposit (daily rental)	\$200	N/A
Non-profit* (*proof of non-profit status required)		\$200 deposit + \$50/hr. support fee

- (4) *Earlewood Community Building;* ~~(non-profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

	Block	Setup/Takedown Additional Hours
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Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$425	\$60/hr.
Public (no controlled access or admission fees)	\$350	\$75/hr.
City holidays	\$425	\$90/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

(5) *Eau Claire Print Building* ~~(non-profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$600	\$125/hr.
Public (no controlled access or admission fees)	\$400	\$100/hr.
City holidays	\$475	\$125/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

(i) *Athletics:*

Fee

(4) *Swimming.*

Daily admission: Youth Adult	\$3 \$4
Swim lessons	\$35 per person
Season passes: Youth Adult	\$100 \$140
<u>Swim Team Practice</u>	<u>\$1,200/2 months</u>
<u>Swim Party</u>	<u>\$300</u> <u>Saturday and Sunday only, from 6:00 p.m. – 9:00 p.m.</u> <u>Maxcy Gregg and Greenview Pools only</u>
<u>Swim Meets</u>	<u>\$600 per meet</u>

(j) *Classes/camps/programs:*
Fee

(1) *Camp.*

Summer day camp	\$55/week
Cultural arts summer camp	\$85 \$95/week
<u>Cultural arts 4 day camp</u>	<u>\$65/for the 4 days</u>
<u>Cultural arts specialty camp</u>	<u>\$40 minimum - \$80 maximum</u>
Sports camp	\$55 /week
Double Dutch camp	\$55 /week
Outdoor/environmental camp	\$125/week
After school	\$30 /week
Whitewater Kids Club Camp	\$100/week

(2) *Classes.*

Adult class (standard 6 wks.)	\$80 \$90 per class
Youth class (standard 6 wks.)	\$80 \$90 per class
Art center open studio	\$70 \$80/2 months
Adult pottery	\$80 \$90/6 Weeks

(l) Event Vendor Fees

<u>Food and Drink Vendor (vendor serving a variety of food and beverages)</u>	<u>\$150.00</u>
<u>Business/Professional Services Vendor</u>	<u>\$100.00</u>
<u>Merchandise Vendor</u>	<u>\$100.00</u>
<u>Snack Vendor</u>	<u>\$75.00</u>
<u>Arts and Crafts Vendor</u>	<u>\$50.00</u>

A copy of the proposed ordinance may be obtained by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net or viewed online at <http://www.columbiasc.net/city-council/public-notice>.

ORDINANCE NO.: 2017-077

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5, User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs, and to add (l) Event vendor fees

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-5 User fees (a) Definitions, (3); (d) Parks, (3) Ensor Keenan House, (4) Earlewood Community Building and (5) Eau Claire Print Building; (i) Athletics, Fee (4) Swimming; (j) Classes/camps/programs are hereby amended and (l) Event vendor fees is added to read as follows:

Sec. 15-5. User fees.

(a) Definitions.

Fee structure for parks and recreation is broken into four categories:

- (1) Rentals (facilities, equipment).
- (2) Event support fees.
- (3) Athletics.
- (4) Classes/camps/programs.

Rentals are classified into three groups and fees are assessed accordingly:

- (1) *Gated/admission* (admission charged and/or controlled access)—Rental fees, deposit plus support fees.
- (2) *Public* (no controlled access or admission fees)—Rental fees plus deposit.
- (3) *Non-profit/exempt*—Support costs plus security deposit. *(*Proof of non-profit status required.)*

Examples: American Cancer Society, Boy Scouts, Richland County School District 1

(b) *Park rental fee schedule.* Gated/admission rates for facility or park rentals will apply to events which require an admission fee to the park and/or fencing around a park to control access. (Fencing will be paid for by the renter). Rates will be set in a six-hour time block.

(c) *Fee waiver.* The city manager or his/her designee is authorized to waive any and all fees associated with the use of city owned facilities. Such waivers are limited to organizations with a direct affiliation to the City of Columbia (i.e. Columbia Council of Neighborhoods, Parks and Recreation Foundation, City Development Corporations) and whose activity benefits the expressed mission of the city and is determined to be for the public good.

(d) Parks.

- (3) *Ensor Keenan House* ~~(non profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$425	\$60/hr.
Public (no controlled access or admission fees)	\$275	\$50/hr.
City holidays	\$325	\$60/hr.
Deposit (daily rental)	\$200	N/A
Non-profit* (*proof of non-profit status required)		\$200 deposit + \$50/hr. support fee

(4) *Earlewood Community Building*; ~~(non-profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

	Block	Setup/Takedown Additional Hours
Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$425	\$60/hr.
Public (no controlled access or admission fees)	\$350	\$75/hr.
City holidays	\$425	\$90/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

(5) *Eau Claire Print Building* ~~(non-profit rate not available Friday's & Saturday's and December 1st - January 1st)~~

Gated/admission (admission charged and/or controlled access) (more than 2 additional hrs. requires second block of time)	\$600	\$125/hr.
Public (no controlled access or admission fees)	\$400	\$100/hr.
City holidays	\$475	\$125/hr.
Deposit (daily rental)	\$300	N/A
Non-profit* (*proof of non-profit status required)		\$300 deposit + \$50/hr. support fee

(i) *Athletics:*
Fee

(4) *Swimming:*

Daily admission:	
Youth	\$3
Adult	\$4
Swim lessons	\$35 per person
Season passes:	
Youth	\$100
Adult	\$140
<u>Swim Team Practice</u>	<u>\$1,200/2 months</u>
<u>Swim Party</u>	<u>\$300</u> <u>Saturday and Sunday only, from 6:00 p.m. – 9:00 p.m.</u> <u>Maxcy Gregg and Greenview Pools only</u>
<u>Swim Meets</u>	<u>\$600 per meet</u>

(j) *Classes/camps/programs:**Fee*(1) *Camp.*

Summer day camp	\$55/week
Cultural arts <u>summer</u> camp	\$85 <u>\$95</u> /week
<u>Cultural arts 4 day camp</u>	<u>\$65/for the 4 days</u>
<u>Cultural arts specialty camp</u>	<u>\$40 minimum - \$80 maximum</u>
Sports camp	\$55/week
Double Dutch camp	\$55/week
Outdoor/environmental camp	\$125/week
After school	\$30/week
Whitewater Kids Club Camp	\$100/week

(2) *Classes.*

Adult class (standard 6 wks.)	\$80 <u>\$90</u> per class
Youth class (standard 6 wks.)	\$80 <u>\$90</u> per class
Art center open studio	\$70 <u>\$80</u> /2 months
Adult pottery	\$80 <u>\$90</u> /6 Weeks

(l) Event Vendor Fees

<u>Food and Drink Vendor (vendor serving a variety of food and beverages)</u>	<u>\$150.00</u>
<u>Business/Professional Services Vendor</u>	<u>\$100.00</u>
<u>Merchandise Vendor</u>	<u>\$100.00</u>
<u>Snack Vendor</u>	<u>\$75.00</u>
<u>Arts and Crafts Vendor</u>	<u>\$50.00</u>

Requested by:

Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney_____
City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Affordable/Mixed Income Housing - The Honorable Mayor
Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Mixed Income Housing proposal (PDF)



AFFORDABLE/MIXED INCOME HOUSING PROPOSAL

TO: Mayor Benjamin
CC: Heyward Harvin
FROM: Lauren Harper
DATE: September 20, 2016
RE: Affordable/mixed income housing

There is an issue of homelessness and lack of affordable housing in Columbia.

The Columbia Housing Authority owns 2,200 units of public housing, administers 3,700 various housing choice vouchers and owns 600 units of private market housing. However, this does not meet the current demand of housing nor greatly alleviate the burden on families who may not qualify for traditional housing programs.

To provide more residents with much-needed housing and to reduce the stigma of affordable housing projects, I propose we put out an RFP to solicit a private developer(s) to construct four high quality mixed-used, mixed-income apartment complexes.

Each building will have 200 units with a mix of studio, 1, 2 and 3-bedroom units. The rent in 30 percent of the units will remain affordable for 20 years to individuals and families at 80 percent or below of the area's median income. Rents in 10 percent of the units will remain affordable for 20 years to individuals and families at 60 percent of the AMI.

The balance of the units (60 percent or 120 per complex) can be rented at market rates.

The complexes should be located throughout the city (one in each of the four districts) on major commercial corridors that will have nearby COMET, Richland One/Two schools and public amenities such as parks and libraries.

The complexes will be the same in design and engineering allowing for significant savings in soft costs. The exterior of each of the complexes should vary to ensure individuality and consistency with nearby desired architectural styles.

The ground floor of the developments must have complimentary retail uses. Other desired features would include “green” construction, solar paneled roof and qualify as a workforce development project (Work It Up).

Some incentives would include donated land, tax abatement, housing vouchers, parking variances and expedited approval (in terms of planning, design and zoning).

The buildings would hold approximately 200 units, which for four buildings, this would create 800 units total. This breaks down to be:

480 market rate
320 workforce housing
240 available at or below 80% AMI
80 available at or below 60% AMI



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)

FINANCIAL IMPACT: Lolita Earle-Sumter v City
Eula Brown v City



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Parking Agreements
Incentive Criteria



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PRESENTER: Missy Gentry

FINANCIAL IMPACT: HomeServe



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the July 18, 2017 and August 1, 2017 City Council Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_07_18_2017_D (PDF)
- **#b:** MN_08_01_2017_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 18, 2017

The Columbia City Council met for a Work Session on Tuesday, July 18, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:07 p.m. Also present were The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were 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. *The minutes are numbered to coincide with the order of the meetings.*

INVOCATION

The Honorable Edward H. McDowell offered the Invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, as amended to add a discussion of the Walk Bike Plan to **Item 4** and a discussion of Ordinance 2017-063 to **Item 8**.

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the May 2017 Financial Report.

No questions were asked at this time.

CITY COUNCIL DISCUSSION

2. Health Care Discussion - Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON gave an updated on the plan design changes for healthcare. She said well thought out plan determines cost savings because it's more than deductibles and copays; it relates to culture and lifestyle choices. She said the main focus is to identify contractual provisions that will impact pricing; this will determine the first significant savings. In addition, the plan will include a twelve months tracking system, which will help to establish the appropriate pricing for claims. She pointed out that the current systems only tracks 3.8% for medical claims and 32% for pharmacy claims, but the rolling tracking system will track the most recent claims between the periods of June 2015 through May 2016 or June 2016 through June 2017.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

Councilor Rickenmann asked about the administration cost.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said it will be an additional 10% of the total fee.

Council Devine asked about the possible percentage decrease from wellness programs.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said one of the analysis is to review high cost claimants.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc. reported that under the current contract with Express Scripts, the city receives a 3% cost reduction for rebates. He said the reduction consists of pharmacy charges for dispensing fees, administration fees and rebates.

Councilor Rickenmann asked about mail-in rebates versus pharmacy costs.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said pharmacy costs have been consolidated; the retail price is now more cost efficient than mail rebates.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc. reported that 13% has been negotiated for expenses fees, 62% has been negotiated for administrative fees and 20% has been negotiated for rebate increase, which consists of \$2 million in cost savings for the city.

Councilor Devine asked about the coalition savings.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc. said it's similar to signing up with another carrier like Express Scripts.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON presented the overall healthcare cost claims from previous fiscal years.

Councilor Devine asked about the high cost claims over the past five years.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said from an underwriter's standpoint, we only look at twelve (12) to twenty-four (24) months, because it varies each year.

Councilor Rickenmann asked about the yearly recommendations for RFPs.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said the recommendations are three (3) to five (5) years for administrative fees, two (2) years for pharmacy fees and annually for stop losses. She said we are still reviewing the state plan; however, in order to enroll; you have to commit by September 1st yearly and it is too late to enroll for this year. She presented strategies for future plan design. She said the recommendation is not to change the plan design for 2018.

Ms. Teresa Wilson, City Manager said we cannot leave this discussion without clarity; we need to make a decision whether we are going all the way over the next several weeks. We need to tackle the plan design changes in a very condensed manner with the expectation of cost shifting or savings.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said we are hesitant to move because it won't bring impactful savings, its cost shifting to the employees and we found one glare in the contract. For these reasons; we prefer not recommending changing to a new vendor. It will be a huge disruption for your employees.

Mayor Benjamin said we will receive disruption and probably no cost savings on the front end. He asked about the downside for waiting for the proposals.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc. said there are some other contractual agreements that we are reviewing and once we've looked at all of the savings; it will prepare us to make better plan design recommendations.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON sought clarity on what Council is trying to accomplish with employees deductibles.

Mayor Benjamin said the goal is to provide a quality affordable plan at a level that is sustainable; cost shifting is not the goal.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said a sustainable plan requires time and it requires for us to look at the entire approach to healthcare to include the wellness program. It goes beyond the insurance program.

Mr. Kevin Bryant, Resident Manager Director of the South Carolina operations for AON Risk Services South, Inc. said we will look at every option for the City. We will think outside of the box and we will come up with a strategy to move forward.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

Councilor Duvall said GASB shouldn't take too long to make significant changes and it will save us a lot of money.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON, said GASB is an immediate issue that will be addressed from the beginning. It can be changed at anytime and it doesn't interfere with the benefit plan for active employees.

Mayor Benjamin said we will wait to see what we get back from the proposals to see how to move forward.

3. Disparity Study and Columbia Disadvantaged Business Enterprise Program Update - Ms. Tina Herbert, Executive Director of the Office of Business Opportunities

Ms. Tina Herbert, Executive Director of the Office of Business Opportunities gave an update on the Disadvantaged Business Enterprise (DBE) strategies. She said the first training was held in March 2016 for data collections. She said we held our business conference in May 2017 and we are currently getting help with our Spanish outreach program.

Councilor Rickenmann asked about the projected time to move a protégé to lead.

Ms. Tina Herbert, Executive Director of the Office of Business Opportunities said there is really no projected time; but we have recently added graduation components to the guidelines. She gave an update on the Mentor Protégé Program. She presented certificates to the following departments for completing their 10% DBE goals: 911 Communications, Office of the City Clerk, Canal and Lake Murray Wastewater Treatment Plants, Fire Department, Office of the Mayor, Office of Business Opportunities, Business License, Community Development, Collections, Information Technology Services, Legal, Municipal Court, Public Works, Public and Media Relations and Traffic Engineering.

Councilor Rickenmann asked about the tracking system DBE uses for outside businesses.

Ms. Tina Herbert, Executive Director of the Office of Business Opportunities said only the MPP program has been tracked.

Councilor Devine asked staff to share examples with departments and this will help them see what we're trying to accomplish.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

Ms. Erica Wade, Program Coordinator of the Office of Business Opportunities gave an update on the DBE reporting process. The reports are generated quarterly, distributed to the departments and signed by the department heads. The Office of Business Opportunities verifies the final report for accuracy. She said the of each report increases totals and keeps track of accurate data.

Ms. Ayesha Driggers, Office of Business Opportunities gave an update on the Columbia Disadvantaged Business Enterprise (CDBE) Policy and Mentor Protégé Program (MPP). She said the CDBE policy only applies to subcontractor goals and does not apply to MPP projects. She gave an update on the CDBE compliance flowchart and DBE participation of sub-contractors.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 4:06 p.m. for the discussion of **Items 4** through **8**, as amended to add the discussion of the Walk Bike Plan to **Item 4** and Ordinance 2017-063 to **Item 8**.

4. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-70(a)(2)

*Darryl Rolle v City
Marvis Myers v Terrance Williams, et al.*

5. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body - S.C. Code §30-4-70(a)(5)

*Exxon Lot in Five Points
Pinehurst*

6. Discussion of negotiations incident to the proposed purchase of property - S.C. Code §30-4-70(a)(5)

*King Street Property
Blanding Street
Sumter Street
Alida Street*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

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

*Capital City Ballpark
HomeServe USA
Convention Center
Bike Share*

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

*Penny Project Utility Relocations
Freedom of Information Act
Service Marks*

Council adjourned the Executive Session at 6:12 p.m.

COUNCIL MEETING

The Columbia City Council conducted a Council Meeting/Zoning Public Hearing on Tuesday, July 18, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:20 p.m. The following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act. *The minutes are numbered to coincide with the order of the meetings.*

PLEDGE OF ALLEGIANCE

Boy Scout Troop 515 sponsored by the Church of Jesus Christ of Latter Day Saints - West Columbia led the audience in the Pledge of Allegiance.

INVOCATION

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda as presented subject to removing the annexation of 1115 Shop Road from the Consent Agenda.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

CONSENT AGENDA

Upon a single motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 9 through 29.**

9. Council is asked to approve a Professional Services Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Design, Permitting and Construction in an amount not to exceed \$55,000.00 for Fiscal Year 2017/2018. This firm is located in Columbia, SC. *Funding Source: Administration-Senior Assistant City Manager 1011111 (\$29,000) and Hospitality Tax Fund 2124313 (\$26,000). The original budgeted amount was \$51,000.00. – Approved*
10. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel Law Firm, LLC in the amount of \$71,000 plus reimbursable expenses up to \$1,000 for a total amount not to exceed \$72,000.00. This firm is located in Columbia, SC. *Funding Source: 1011103-638300. The original budgeted amount is \$72,000.00. – Approved*
11. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, Inc. in the amount of \$75,000 plus reimbursable expenses up to \$5,000 for a total amount not to exceed \$80,000.00. This firm is located in Washington, DC. *Funding Source: 1011103-638300. The original budgeted amount is \$85,000.00. – Approved*
12. Council is asked to approve the Renewal of Workers' Compensation Excess Loss Insurance Coverage, as requested by the Risk Management Division. Award to NY Marine & General Insurance Company in the amount of \$163,678.00. This vendor is located in New York, NY. *Funding Source: Insurance and Bonding; 6098939-636200. – Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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13. Council is asked to approve the Renewal of Insurance Policies for Commercial Property, Computer, Crime, Auto-Parks & Recreation Buses and Auto-City Manager and Assistant City Managers' vehicles, as requested by the Risk Management Division. Award to Willis of North Carolina in the amount of \$275,914.00. *Funding Source: Premiums and Policies; 6058935. – Approved*
14. Council is asked to approve a Contract Renewal for Recapped Tires, as requested by the Fleet Services Division. Award to Frasier Tire Services, the lowest responsive and responsible bidder in the amount of \$52,995.60. This vendor is located in Columbia, SC. *Funding Source: General Services: Fleet Services – Tires and Tubes; 6308970-672500. The original budgeted amount is \$53,000.00. – Approved*
15. Council is asked to approve Contract Amendment #2 for Project SS7258; Existing Gravity Sewer Line between Greenlawn Drive and Burnside #1 Pump Station as requested by the Engineering Department. Award to Power Engineering Company, Inc. in the amount of \$62,415.00. This firm is located West Columbia, SC. *Funding Source: 5529999-636600. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Hill Engineering, a Small Business Enterprise of Great Falls, SC is the Protégé and will provide regulatory permits, inspections and administration at \$37,386.00 (59.90%) of the total contract value. The original budgeted amount is \$124,180.00. – Approved*
16. Council is asked to approve Project SD8444; Construction Services for Flow Meters in Five Points, as requested by the Utility Operations Department. Award to Woolpert, Inc., the lowest responsive and responsible bidder in an amount not to exceed \$63,318.20. This firm is located in Columbia, SC. *Funding Source: Storm Water Maintenance Improvement Capital Project; 5549999-658650-SD844401. The original budgeted amount is \$80,000.00. – Approved*
17. Council is asked to approve a Professional Services Agreement for the Rocky Branch Greenway Design and Permitting Services, as requested by the Engineering Department. Award to Pace Engineering Consultants, Inc., as a Sole Source in an amount not to exceed \$132,000.00. This firm is located in Columbia, SC. *Funding Source: Storm Water Improvements, Capital Project Costs; 5549999- 658650 project number SD804802. The original budgeted amount is \$132,000.00. – Approved*



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18. Council is asked to approve Project WM4409; Broad River Road Water Main Repair, as requested by the Utility Operations Department. Award to Carolina Tap and Bore, Inc. the lowest responsive and responsible bidder in an amount not to exceed \$304,139.00. This firm is located in West Columbia, SC. *Funding Source: Water and Sewer Capital Project Cost; 5529999-658650-WM440901. The original budgeted amount is \$337,000.00. – Approved*
19. Council is asked to approve an Agreement for Sediment Removal, as requested by the Engineering Department. Award to the Home Owners Association of Lake Katharine, Inc. in the amount of \$338,000.00. *Funding Source: 5529999-658650-SS726101. – Approved*
20. Council is asked to approve a Contract Renewal for the Annual Manhole Rehabilitation, as requested by the Wastewater Maintenance Division. Award to Prism Engineers and Contractors, Inc. in an amount not to exceed \$1,310,885.00. This firm is located in Williamsburg, VA. *Funding Source: Water & Sewer Capital Projects- Capital Project Costs/Gravity Sewer Manhole Line/Rep-Capital Project Costs, 5529999-658650/SS678616-658650. Reconology of Greenville, SC will receive \$673,396.00 (79%) as a sub-consultant. The original budgeted amount is \$1,318,885.00. – Approved*
21. Council is asked to approve the Design Build Contract for Southeast Park Tennis Environmental Center, as requested by the Parks and Recreation Department. Award to Solid Structures, LLC, a Woman Owned Business Enterprise (WBE) in the amount of \$497,000.00 for the Southeast Park Tennis and Environment Center. This firm is located in West Columbia, SC. *Funding Source: Southeast Park project will come from PK006405. The original budgeted amount is \$497,000.00. – Approved*

The following sub-consultants will provide additional services for the design portion of the Southeast Park:

Architectural Concepts, a Small Business Enterprise (SBE) of Columbia, SC will provide architectural services at \$6,500.00 (1.3%) of the total contract value.

Kyzer and Timmerman Structural Engineers of Columbia, SC, a SBE will provide structural engineering services at \$5,000.00 (1.0%) of the total contract value.

4D Engineering of Columbia, SC, a WBE will provide civil engineering services at \$11,275.00 (2.2%) of the total contract value.



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Land Engineering Associates, LLC of Columbia, SC, a SBE will provide electrical engineering services at \$5,000.00 (1.0%) of the total contract value.

Vista Engineering of Columbia, SC will provide plumbing engineering services at \$3,500.00 (0.7%) of the total contract value.

It is understood that the GMP price may be adjusted based on the design approval provided by the City. The project is a Subcontracting Outreach Program (SOP) project which requires at least 20% of the total project to be subcontracted. Subcontracting participation for the Construction portion of the contract will be identified after design is approved.

22. Council is asked to approve a Design Build Contract for Hampton Park Neighborhood Center as requested by the Parks and Recreation Department. Award to Solid Structures, LLC, a Woman Owned Business Enterprise (WBE) in the amount of \$637,000.00. This firm is located in West Columbia, SC. Funding for this project will come from PK003203. The original budgeted amount is \$637,000.00. – Approved

The following sub-consultants will provide additional services for the design portion:

Architectural concepts, a Small Business Enterprise (SBE) of Columbia, SC, will provide architectural services at \$7,500.00 (1.2%) of the total contract value.

Kyzer and Timmerman Structural Engineers, a SBE of Columbia, SC will provide structural engineering services at \$5,000.00 (0.8%) of the total contract value.

4D Engineering, a WBE of Lexington, SC will provide civil engineering services at \$14,665.00 (2.3%) of the total contract.

Land Engineering Associates, LLC, a SBE firm located in Columbia, SC will provide electrical engineering services at \$5,000.00 (0.8%) of the total contract value.

Vista Engineering, a SBE of Columbia, SC will provide plumbing engineering services at \$3,500.00 (0.5%) of the total contract value.

It is understood that the GMP price may be adjusted based on the design approval provided by the City. The project is a Subcontracting Outreach Project which requires at least 20% of the total project to be subcontracted. Subcontracting participation for the construction portion of the contract will be identified after design is approved.



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23. Ordinance No.: 2017-045 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-5 Filing fees. *First reading approval was given on June 20, 2017. – Approved on second reading.*
24. Ordinance No.: 2017-033 - Adopting the Walkable 29203 Plan to be adopted as an addendum to The Columbia Plan 2018, Transportation Element Subsection 8.2.3 Pedestrian and Bicycle Facilities: Walk Bike Columbia: Pedestrian and Bicycle Master Plan. *First reading approval was given on June 20, 2017. – Approved on second reading.*
25. Ordinance No.: 2017-061 - Repealing encroachment Ordinance No.: 2014-008 Granting an encroachment to Mainstream V Lofts LLC /Capitol Places for placement of a flame shaped steel sculpture with concrete foundation within the sidewalk right of way area adjacent to 1644 Main Street, Richland County TMS #09014-04-01. *First reading approval was given on June 20, 2017. – Approved on second reading.*
26. Resolution No.: R-2017-011 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1400 block of Main Street to the 1600 block of Main Street during the Latin, SC Pride and Jam Room Music festivals and The Hub move-in dates only – *Approved*
27. Resolution No.: R-2017-053 - Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 30, 2017 with a rain contingency date of October 7, 2017 – *Approved*
28. Resolution No.: R-2017-060 - Authorizing consumption of beer and wine beverages only at the First Night Southern Lights in Coble Plaza on Saturday, August 19, 2017 – *Approved*
29. Resolution No.: R-2017-062 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Fridays, August 18, 2017 and November 10, 2017 – *Approved*



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ZONING MATTER - SECOND READING

30. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1115 Shop Road; TMS# 11210-01-01 – *First reading approval was given on May 16, 2017. Approved on second reading*

Ordinance No.: 2017-034 - Annexing and Incorporating 1115 Shop Road, Richland County TMS #11210-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on May 16, 2017. Approved on second reading*

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Residential (High Density) by Richland County and zoned as M-1 by Richland County.

Applicant: 1115 & 1087 Shop Rd, LLC / Reign Living, LLC

Staff Recommendation: Approval

PC Recommendation: 03/06/2017; Cancelled; 03/20/2017; Approval (6-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1115 Shop Road; TMS# 11210-01-01 **and** Ordinance No.: 2017-034 - Annexing and Incorporating 1115 Shop Road, Richland County TMS #11210-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



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OTHER MATTERS

31. Council is asked to approve the Installation of four (4) Speed Humps in the Woodlake Drive area, as requested by the Traffic Engineering Division. *The Columbia Police Department and Fire Department approve the proposed locations. – Approved*

Mr. Walt Cartin, Resident of Woodlake Drive thanked staff for the excellent work done on Woodlake Drive. He said they were completely responsive and they developed a sensible plan for the neighborhood.

Councilor Rickenmann asked staff to send a letter to SCDOT for traffic calming on Kilbourne Road, Jackson Boulevard and Harrison Road. He said speed humps are not the issue; it needs 4 ways stops for the neighborhood.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to approve the installation of four (4) Speed Humps in the Woodlake Drive area.

ZONING MATTER - SECOND READING

32. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 – *First reading approval was given on June 20, 2017. Approved on second reading by a vote of four (4) to two (2).*

Ordinance No.: 2017-051 - Annexing 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street and 1011 Hamrick Street, Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15 and 11204-02-16 – *First reading approval was given on June 20, 2017. Approved on second reading by a vote of four (4) to two (2).*

Council District: 2

Proposal: Annex, assign interim an interim land use classification of Urban Core Mixed Residential Type 2 (UCMR-2), and assign interim zoning of General Residential District



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(RG-2). The property is currently classified as Mixed Residential-High Density and zoned Residential Multi-Family High Density (RM-HD) by Richland County.

Applicant: Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation: 06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted four (4) to two (2) to give second reading approval to the Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 and Ordinance No.: 2017-051 - Annexing 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street and 1011 Hamrick Street, Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15 and 11204-02-16. Mayor Benjamin and Mr. Rickenmann voted nay.

PRESENTATIONS

33. Recognition of the 2017 Historic Preservation Book Prize Award Recipient Ms. Catherine Fleming Bruce - The Honorable Edward H. McDowell, Jr.

Councilor McDowell recognized Ms. Catherine Fleming Bruce as a noted author, preservationist and historian. He said we are so delighted to have her as a part of the City of Columbia family.

Ms. Catherine Fleming Bruce, Author announced that she is the first African American to receive the 2017 Historic Preservation Book Prize Award. The book will recognize the Modjeska Simkins House and other civil rights sites in the City of Columbia.

Councilor McDowell recognized Ms. Raquel Thomas as a new City resident and business owner in the Vista.



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Ms. Raquel Thomas said our business will be moving from the Columbia Mall to Lady Street and our main focus will be to join fashion, art and empowering young entrepreneurs within the City.

34. EdVenture Children's Museum Update - Ms. Karen Coltrane, CEO and Dr. John Dozier, Board Chairman / EdVenture Children's Museum

Ms. Karen Coltrane, CEO/ EdVenture Children's Museum thanked the members of Council for assisting with reconstructing the museum. She reported that the NASA Flight exhibit opened on Saturday, July 15, 2017 and has already received 4,007 visitors. She presented a picture to the Mayor and thank you letters from EdVenture's summer camp participants. She also thanked Mayor Benjamin, Councilwoman Devine and Councilman Duvall for their personal contributions either through cooking, baking or services during various events held at the museum.

Dr. John Dozier, Board Chairman / EdVenture Children's Museum thanked the members of Council for their commitment and for allowing the mission of EdVenture Children's Museum to continue by inspiring youth, children and the adults through the experience of learning.

Mayor Benjamin said EdVenture is second to none. It's a fantastic facility and it's only overshadowed by the incredible program emphasis that reaches and impacts our children not only in our City, but across the state.

Councilor Devine thanked EdVenture for their partnership and for bringing nutritional classes to the family wellness challenge program.

35. Homeless Court Update - Mr. George Cauthen, Esq.

Mr. George Cauthen, Esq. / Nelson Mullins and Chair of the Homeless Court Committee said we have been in operation for over two years and over the past twelve months; we have received over 45 applications to help the homeless. To-date, over half of the graduates are in permanent housing. He recognized Mr. Daniel Coble, Esq. as an instrumental part of the committee. He noted that Mr. Coble will be leaving the Homeless Court. He was promoted to be a Magistrate Court Judge.

Councilor Devine thanked Judge Coble for his service and positive attitude. She said he will be greatly missed at the homeless court.

Mayor Benjamin and the members of City Council proclaimed Tuesday, July 18, 2017 as Daniel Coble Day in the City of Columbia.



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Mr. Duvall left the meeting at 6:49 p.m.

36. Fast Forward Update – Ms. Dee Albritton, Executive Director

Ms. Dee Albritton, Executive Director of Fast Forward thanked the members of Council for their continue support. She highlighted several services that Fast Forward has completed for veterans for the past nineteen (19) years and she gave an update of the recent added programs.

Councilor Davis thanked Ms. Albritton for providing quality service. He said Fast Forward is a safety net for citizens with many challenges. We have seen numerous people become gainfully employed because of the great programs Fast Forward offered over the past nineteen (19) years.

APPOINTMENTS

37. Council is asked to approve the appointment of two (2) individuals and the reappointment of one (1) member to the Central Midlands Council of Governments.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the appointment Mr. Bob Liming and Mr. John Ted Creech to the Central Midlands Regional Council of Governments and defer the reappointment of one individual until August 1, 2017.

38. Council is asked to approve the appointment of three (3) individuals to the Citizens Advisory Council for Columbia Police Department.

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Ms. Kimberly Castell, Mr. John Martin, Esq. and Mr. Don Polite, Jr. to the Citizens Advisory Council for the Columbia Police Department.

39. Council is asked to approve the appointment of three (3) individuals and the reappointment of one (1) individual to the Columbia Tree and Appearance Commission.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Ms. Karen Settana, Mr. Robert Harte and Ms. Elizabeth Scott to the Columbia Tree and Appearance Commission.

40. Council is asked to approve the appointment of two (2) individuals and the reappointment of one (1) individual to the Midlands Authority for Conventions, Sports & Tourism board.



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Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of Mr. Sam Johnson and Mr. John Katz and the reappointment of Ms. Janice Marshall to the Midlands Authority for Conventions, Sports and Tourism.

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

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve the appointment of Mr. Lee Mashburn to the Transportation Penny Advisory Committee.

ZONING PUBLIC HEARING - FIRST READING

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

42. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 160 Golf View Bend, 169 Golf View Bend and 190 Golf View Bend, TMS# 28911-01-12, 28911-02-08 and 28911-01-17 – *Approved on first reading.*

Ordinance No.: 2017-054 - Annexing and Incorporating 160 Golf View Bend, 169 Golf View Bend, and 190 Golf View Bend, Richland County TMS# 28911-01-12, 28911-02-08 and 28911-01-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District: 4

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

Applicant: Executive Construction Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

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



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Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 160 Golf View Bend, 169 Golf View Bend and 190 Golf View Bend, TMS# 28911-01-12, 28911-02-08 and 28911-01-17 **and** Ordinance No.: 2017-054 - Annexing and Incorporating 160 Golf View Bend, 169 Golf View Bend, and 190 Golf View Bend, Richland County TMS# 28911-01-12, 28911-02-08 and 28911-01-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting due to a potential conflict of interest.

43. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, and 216 Golf View Bend; 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, TMS# 28911-01-18, 28911-01-19, 28911-01-20 and 28911-01-22; 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, and 28911-02-21; 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16, and 28911-03-17 – *Approved on first reading.*

Ordinance No.: 2017-053 - Annexing and Incorporating 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, 216 Golf View Bend, 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, Richland County TMS# 28911-01-18, 28911-01-19, 28911-01-20, 28911-01-22, 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, 28911-02-21, 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16 and 28911-03-17,



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into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4

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

Applicant: Executive Construction Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, and 216 Golf View Bend; 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, TMS# 28911-01-18, 28911-01-19, 28911-01-20 and 28911-01-22; 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, and 28911-02-21; 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16, and 28911-03-17 **and** Ordinance No.: 2017-053 - Annexing and Incorporating 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, 216 Golf View Bend, 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, Richland County TMS# 28911-01-18, 28911-01-19,



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28911-01-20, 28911-01-22, 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, 28911-02-21, 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16 and 28911-03-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting due to a potential conflict of interest.

44. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 4801 Broad River Road, TMS# 06200-01-11 – *Approved on first reading approval.*

Ordinance No.: 2017-058 - Annexing and Incorporating 4801 Broad River Road, Richland County TMS# 06200-01-11, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2), and assign zoning of Neighborhood Commercial District (C-2). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: A Paw's Paradise, LLC

Staff Recommendation: Approval

PC Recommendation: 05/01/2017; Approval (7-0)

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

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 4801 Broad River Road, TMS# 06200-01-11 **and** Ordinance No.: 2017-058 - Annexing and Incorporating 4801 Broad River Road, Richland County TMS# 06200-01-11, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



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45. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 7645 Garners Ferry Road, TMS# 16314-03-04 – *Approved on first reading.*

Ordinance No.: 2017-057- Annexing and Incorporating 7645 Garners Ferry Road, Richland County TMS# 16314-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 3

Proposal: Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR), and assign zoning of General Residential District (RG-2). The property is currently classified as Neighborhood – Medium Density and zoned RM-HD by Richland County.

Applicant: BHC – Lakeshore Village, LLC

Staff Recommendation: Approval

PC Recommendation: 05/01/2017; Approval (7-0)

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 7645 Garners Ferry Road, TMS# 16314-03-04 **and** Ordinance No.: 2017-057- Annexing and Incorporating 7645 Garners Ferry Road, Richland County TMS# 16314-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

46. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1701 Busby Street, TMS# 11611-06-04 – *Approved on first reading.*

Resolution No.: R-2017-061 - Annexing 1701 Busby Street, Richland County TMS # 11611-06-04 - *Approved*

Ordinance No.: 2017-056 - Annexing and Incorporating 1701 Busby Street, Richland County TMS# 11611-06-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 2



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1), and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density and zoned RM-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

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

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2017-061 - Annexing 1701 Busby Street, Richland County TMS # 11611-06-04 and to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1701 Busby Street, TMS# 11611-06-04 **and** Ordinance No.: 2017-056 - Annexing and Incorporating 1701 Busby Street, Richland County TMS# 11611-06-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

Mr. Duvall returned to the meeting at 7:04 p.m.

47. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 2429 McKinley Street and NX 2429 McKinley Street, TMS# 11504-30-52 and 11504-30-17 – *Approved on first reading.*

Ordinance No.: 2017-055 - Annexing and Incorporating 2429 McKinley Street and NX 2429 McKinley Street, Richland County TMS# 11504-30-52 and 11504-30-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1), and assign zoning of Office and Institutional District (C-1). The property is currently classified as Mixed Residential-High Density and zoned GC by Richland County.

Applicant: Alice J. Holt



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

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

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 2429 McKinley Street and NX 2429 McKinley Street, TMS# 11504-30-52 and 11504-30-17 **and** Ordinance No.: 2017-055 - Annexing and Incorporating 2429 McKinley Street and NX 2429 McKinley Street, Richland County TMS# 11504-30-52 and 11504-30-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

48. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 803 Skyland Drive, TMS# 07313-01-08 – *Approved on first reading.*

Ordinance No.: 2017-052 - Annexing and Incorporating 803 Skyland Drive, Richland County TMS# 07313-01-08, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 2

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

Applicant: David S. Thompson and Jean Thompson

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

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

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 803 Skyland Drive, TMS# 07313-01-08 **and** Ordinance No.: 2017-052 - Annexing and Incorporating 803 Skyland Drive, Richland County



**COLUMBIA CITY COUNCIL MEETING MINUTES
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TMS# 07313-01-08, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

49. 2314 Pinehurst Road. – *Approved on first reading.*

Council District: 2

Proposal: Request to rezone the parcel from RS-2 to RG-2

Applicant: Pinehurst Development, TN Development

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

The following appeared in support of or in opposition to this matter.

Ms. Brenda Oliver, President of the Pinehurst Community Neighborhood Association

Dr. Rush Oliver, Pinehurst Community Resident

Mr. Ronald Taylor, Pinehurst Community Resident

Ms. Elaine Clarkson, Pinehurst Community Resident

Mr. Hank Rabinowitz, Midlands Terrace Community Resident

Ms. Rebecca Parm, Pinehurst Community Resident

Mr. Anthony Lawrence, Brownstone Construction Group

Councilor McDowell asked to defer second reading of the rezoning until the legal issues are resolved.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment - 2314 Pinehurst Road, TMS# 11514-12-22 subject to deferring second reading until the legal issues are resolved.

50. South Main Capital District Plan – *Approved on first reading.*

City Council District: 2

Proposal: Request adoption of the South Main Capital District Plan as an addendum to the City of Columbia's Comprehensive Plan



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

The following appeared in support of or in opposition to this matter.

Mr. Derrick Huggins, University of South Carolina Vice President for Facilities and Transportation

Mr. Derek Gruner, University of South Carolina Staff Architect

Mr. Dan D'Alberto, Esq.

Councilor Duvall said South Main Street to the State House to Blossom Street is an untapped resource and once we get it designed and implemented properly, it will be a real jewel for the City of Columbia.

Councilor Rickenmann expressed concerns about the project being more University driven; he requested more time to review the plan.

Mr. Derrick Huggins, University of South Carolina Vice President for Facilities and Transportation said this is not a University of South Carolina project; the State has been involved from the beginning. We are looking at this area only for private development. We are looking forward to participation from the State House, USC and the City of Columbia.

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the South Main Capital District Plan subject to deferring second reading until further notice to allow for additional conversations with the property owners.

ORDINANCES - FIRST READING

51. Ordinance No.: 2017-059 - Granting an Easement to BellSouth Telecommunications, LLC d/b/a AT&T S.C. along a Portion of City Property Identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the Intersection of Old Lexington Highway and Murray Lindler Road; CF#250-400A – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-059 - Granting an Easement to BellSouth Telecommunications, LLC d/b/a AT&T S.C. along a Portion of City Property Identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the Intersection of Old Lexington Highway and Murray Lindler Road; CF#250-400A.

52. Ordinance No.: 2017-060 - Granting Water Lines and Sanitary Sewer Lines to the City of Columbia as public utilities and authorizing the Reservation of Water and Sanitary Sewer Easements for the New City of Columbia Water Distribution and Wastewater Management Facilities; 4011 West Beltline Boulevard; Richland County TMS#11610-05-26; CF#220-402 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-060 - Granting Water Lines and Sanitary Sewer Lines to the City of Columbia as public utilities and authorizing the Reservation of Water and Sanitary Sewer Easements for the New City of Columbia Water Distribution and Wastewater Management Facilities; 4011 West Beltline Boulevard; Richland County TMS#11610-05-26; CF#220-402.

53. Ordinance No.: 2017-062 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to consummate the transfer to Main & Gervais, LLC of Parcel 8A, adjacent to Richland County TMS #09012-08-16 and 09013-08-05 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-062 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to consummate the transfer to Main & Gervais, LLC of Parcel 8A, adjacent to Richland County TMS #09012-08-16 and 09013-08-05.

54. Ordinance No.: 2017-063 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-145 Installation of water meters and cross connection control devices (a) Water meters to add (6) and Sec. 23-149 Sewer service rates (a) Generally – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-063 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-145 Installation of water meters and cross connection control devices (a) Water meters to add (6) and Sec. 23-149 Sewer service rates (a) Generally.

55. Ordinance No.: 2017-065 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Officers and Employees, Sec. 2-117 Director of engineering and Sec. 2-118 Director of utility operations – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-065 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Officers and Employees, Sec. 2-117 Director of engineering and Sec. 2-118 Director of utility operations.

RESOLUTIONS

56. Resolution No.: R-2017-057 - Approval for Release and Abandonment of a Portion of the City of Columbia's Existing 10' Water Main Easements along Richland County TMS#17400-02-20 (Outparcel F) & TMS#17402-01-02 (Outparcel G) in Killian's Crossing; CIP Project#WA335-1/2-J2; CF#220-47, CF#98-43 and CF#290-01G - *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2017-057 - Approval for Release and Abandonment of a Portion of the City of Columbia's Existing 10' Water Main Easements along Richland County TMS#17400-02-20 (Outparcel F) & TMS#17402-01-02 (Outparcel G) in Killian's Crossing; CIP Project#WA335-1/2-J2; CF#220-47, CF#98-43 and CF#290-01G.

57. Resolution No.: R-2017-067 – Encouraging Congress to Create a Reliable, Predictable Stream of Resources to Address Deferred Maintenance Needs in America's National Park System - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2017-067 - Encouraging Congress to Create a Reliable, Predictable Stream of Resources to Address Deferred Maintenance Needs in America's National Park System.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 18, 2017**

OTHER MATTERS

58. Council is asked to approve the installation of additional street lighting on Petigru Drive, Woodrow Street and Greenlawn Drive, as requested by the Traffic Engineering Division.
– *Approved*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the installation of additional street lighting on Petigru Drive, Woodrow Street and Greenlawn Drive.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimous to refer a review of broader vendor/business licensing issues to the Economic and Community Development Committee.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimous to schedule a series of joint meetings with the Richland County Council to address issues of mutual regional concern. The first meeting will be held on Tuesday, September 12, 2017 at a location to be determined.

APPEARANCE OF THE PUBLIC

Mr. Anthony Taylor, Citizen expressed concerns about being denied a license to sell dog treats at Emily Douglas Park.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 8:09 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2017

The Columbia City Council met for a Work Session on Tuesday, August 1, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:26 p.m. Also present were The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Edward H. McDowell, Jr. The Honorable Moe Baddourah and The Honorable Daniel J. Rickenmann were 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.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda as amended to incorporate an Executive Session at the end of the meeting.

PLEDGE OF ALLEGIANCE

Miss Tyra Jefferson, Owner of Tyra's Big World of Flavor led the audience in the Pledge of Allegiance.

After the Pledge of Allegiance, Tyra introduced herself as a 12-year old entrepreneur, personal chef and caterer. She appeared on the Food Network's Star Kids and Kids Barbecue Championship. She is shadowing Mayor Benjamin today. She hopes to own a food truck one day and to host events.

INVOCATION

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. May 16, 2017 Work Session & Council Meeting Minutes

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the May 16, 2017 Work Session & Council Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2017

PRESENTATION

2. The Best of City Year Award - Dr. Gail Wilson-Giarratano, Vice President and Executive Director of City Year Columbia

Mayor Benjamin and the members of City Council proclaimed August 2017 as City Year Month in the City of Columbia.

Dr. Gail Wilson-Giarratano, Vice President and Executive Director of City Year Columbia thanked the Columbia City Council and the community. She explained that City Year is an education non-profit fueled by AmeriCorps. She credited many for the establishment of City Year Columbia in 1993. The Best of City Year Award was presented to City Year sites that have exceeded goals and achieved excellence in growing national service. It is our desire to not only represent the students that we serve, but to represent the City that we love and call home.

CONSENT AGENDA ITEMS 3 THROUGH 21

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 3 through 21** as presented.

3. Council is asked to approve Construction Services for Finlay Park Erosion Improvements, as requested by the Engineering Department. Award to Shady Grove Construction, LLC, a Woman Owned Business Enterprise in an amount not to exceed \$52,112.50. This firm is located in Irmo, SC. - *Funding Source: 5549999-SD844701-658650. The original budget amount is \$66,000.00. - Approved*

The following sub-consultants will provide additional services:

Capital Concrete of Sumter, SC will provide concrete services at \$1,500 (3%) of the total contract value.

Vulcan Materials of Columbia, SC will provide stone services at \$3,500 (7%) of the total contract value.

LA Barrier of Lexington, SC will provide trucking services at \$1,300 (3%) of the total contract value.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

4. Council is asked to approve a Contract Renewal for SmartNet Software Services, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of \$78,313.59. This firm is located in Charlotte, NC. - *Funding Source: Information Technology- Maintenance and Service Contracts; 1011120-638200. The original budgeted amount is \$80,000.00. - Approved*

5. Council is asked to approve a Professional Services Agreement between the City of Columbia and Fast Forward for Fiscal Year 2017/2018 in an amount not to exceed \$100,000.00. - *Funding Source: Community Development; 1014320-636600 and 5518415-636600. The original budgeted amount is \$100,000.00. - Approved*

6. Council is asked to approve a Contract Renewal for Instrumentation and SCADA System Maintenance, as requested by the Utility Operations Department. Award to CITI, LLC, in an amount not to exceed \$105,000.00. This firm is located in Charlotte, NC. - *Funding Source: Utilities Metro Wastewater Plant – Maintenance and Service Contract; 5516208-638200. This is a Clean Water 2020 Program Project. The original budgeted amount is \$105,000.00. - Approved*

7. Council is asked to approve Project WM4412 for Water Main Construction along Ferrell Drive and Faye Avenue, as requested by the Engineering Department. Award to McClam and Associates, Inc., a Local Business Enterprise, in an amount not to exceed \$181,183.85. This firm is located in Little Mountain, SC. - *Funding Source: 5529999-WM441201-658650. This is a Mentor Protégé Program Project. Patriot Construction of Columbia, SC is the Protégé and will implement 89.38% (\$147,241.33) of the contract value. The original budgeted amount is \$205,402.00. - Approved*

The following sub consultants will provide additional services:

Fortiline Waterworks of Columbia, SC will provide waterworks materials at 18.7% (\$30,887.58) of the contract value.

Knights Precast of Blythewood, SC will provide flowable fill at 12.8% (\$21,085) of the contract value.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

8. Council is asked to approve the Purchase of an Excavator, as requested by the Utility Operations Department. Award to Blanchard Machinery a Local Business Enterprise, in the amount of \$216,476.28. This firm is located in Columbia, SC. - *Funding Source: Utilities Wastewater Maintenance- Machine and Equipment Capital; 5516205 - 658300. The original budgeted amount is \$220,000.00. - Approved*
9. Council is asked to approve a Contract Renewal of Microsoft Enterprise Software Services, as requested by the Information Technology Services Department. Award to Software One, using the SC State Contract in the amount of \$636,530.78. This firm is located in Charlotte, NC. - *Funding Source: Information Technology- Maintenance and Service Contracts; 1011120-638200. The original budgeted amount is \$637,000.00. – Approved*
10. Ordinance No.: 2017-059 - Granting an Easement to BellSouth Telecommunications, LLC d/b/a AT&T S.C. along a Portion of City Property Identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the Intersection of Old Lexington Highway and Murray Lindler Road; CF#250-400A - *First reading approval was given on July 18, 2017. – Approved on second reading.*
11. Ordinance No.: 2017-060 - Granting Water Lines and Sanitary Sewer Lines to the City of Columbia as public utilities and authorizing the Reservation of Water and Sanitary Sewer Easements for the New City of Columbia Water Distribution and Wastewater Management Facilities; 4011 West Beltline Boulevard; Richland County TMS#11610-05-26; CF#220-402 - *First reading approval was given on July 18, 2017. – Approved on second reading.*
12. Ordinance No.: 2017-062 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to consummate the transfer to Main & Gervais, LLC of Parcel 8A, adjacent to Richland County TMS #09012-08-16 and 09013-08-05 - *First reading approval was given on July 18, 2017. – Approved on second reading.*
13. Ordinance No.: 2017-063 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-145 Installation of water meters and cross connection control devices (a) Water meters to add (6) and Sec. 23-149 Sewer service rates (a) Generally - *First reading approval was given on July 18, 2017. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

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14. Ordinance No.: 2017-065 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Officers and Employees, Sec. 2-117 Director of engineering and Sec. 2-118 Director of utility operations - *First reading approval was given on July 18, 2017. – Approved on second reading.*
15. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 4801 Broad River Road, TMS# 06200-01-11 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-058 - Annexing and Incorporating 4801 Broad River Road, Richland County TMS# 06200-01-11, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2), and assign zoning of Neighborhood Commercial District (C-2). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: A Paw's Paradise, LLC

Staff Recommendation: Approval

PC Recommendation: 05/01/2017; Approval (7-0)

16. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 7645 Garners Ferry Road, TMS# 16314-03-04 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-057- Annexing and Incorporating 7645 Garners Ferry Road, Richland County TMS# 16314-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

Council District: 3

Proposal: Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR), and assign zoning of General Residential District (RG-2). The property is currently classified as Neighborhood – Medium Density and zoned RM-HD by Richland County.

Applicant: BHC – Lakeshore Village, LLC

Staff Recommendation: Approval

PC Recommendation: 05/01/2017; Approval (7-0)

17. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1701 Busby Street, TMS# 11611-06-04 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-056 - Annexing and Incorporating 1701 Busby Street, Richland County TMS# 11611-06-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015- *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 2

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

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

18. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 2429 McKinley Street and NX 2429 McKinley Street, TMS# 11504-30-52 and 11504-30-17 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-055 - Annexing and Incorporating 2429 McKinley Street and NX 2429 McKinley Street, Richland County TMS# 11504-30-52 and 11504-30-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Residential Small Lot (UCR-1), and assign zoning of Office and Institutional District (C-1). The property is currently classified as Mixed Residential-High Density and zoned GC by Richland County.

Applicant: Alice J. Holt

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

19. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 803 Skyland Drive, TMS# 07313-01-08 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-052 - Annexing and Incorporating 803 Skyland Drive, Richland County TMS# 07313-01-08, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 2

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Applicant: David S. Thompson and Jean Thompson

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

20. Resolution No.: R-2017-066 - Authorizing consumption of beer and wine only at Soda City Eclipse the Market on Saturday, August 19, 2017 with a rain contingency of August 26, 2017 - *Approved*
21. Resolution No.: R-2017-072 - Authorizing consumption of beer and wine only at Soda City Sunday Brunch Market on Sunday, August 20, 2017 with a rain contingency of August 27, 2017 - *Approved*

ORDINANCE - FIRST READING

22. Ordinance No.: 2017-066 - Authorizing the City Manager to execute a Ninth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-066 - Authorizing the City Manager to execute a Ninth 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.

RESOLUTION

23. Resolution No.: R-2017-069 - Authorizing Notice of 2017 Election for Mayor and Councilmembers from Districts 1, District 4 and one At Large Seat - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2017-069 - Authorizing Notice of 2017 Election for Mayor and Councilmembers from Districts 1, District 4 and one At Large Seat.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

OTHER MATTERS

24. Council is asked to approve the Installation of five (5) Speed Humps in the Golden Acres Community, as requested by the Public Works Department. - *The Police Department and the Fire Department have approved the proposed locations.*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the installation of five (5) Speed Humps in the Golden Acres Community.

25. Councilor Duvall made a motion to revert to the 85/15 disbursement of surplus Accommodations Tax funding between Experience Columbia and Lake Murray Country.

Councilor Duvall recalled a previous discussion about the split of money between Lake Murray and Experience Columbia. At that time we said Experience Columbia would receive 100% of any excess funds. He made a motion to change that to 85/15, which was the traditional split of monies.

Councilor Devine seconded the motion. She recalled that it was done because Council changed the committee's recommendation for Lake Murray for the current year. She sought clarification on the intent of the motion.

Ms. Libby Gober, Executive Assistant to City Council confirmed that there was historically an 85/15 split of accommodations tax funds and surplus, but Council approved a motion to allocate all of the 2016/2017 and 2017/2018 surplus funding to Experience Columbia.

Councilor Devine stated that Council reduced the amount that was awarded by the committee to Experience Columbia. The committee wanted to give Experience Columbia that extra boost and we are in essence not accepting that recommendation.

Ms. Libby Gober, Executive Assistant to City Council reported that Experience Columbia received an increase this year and Lake Murray has received the same amount of funding for three years.

Councilor Devine asked to hear from both organizations. She also requested the meeting minutes regarding the allocations of funding for both organizations. She said Council voted unanimously and Experience Columbia planned on that.

Councilor Duvall withdrew the motion.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 1, 2017

Mayor Benjamin requested a funding comparison from 2014/2015 to the current year along with the proposal being made. He noted that we have to plan for March Madness, too.

Councilor Davis said both organizations promote regionally and they are serving us well. He supported the 85/15 split in funding.

There was a consensus of Council to schedule this discussion for August 15, 2017.

APPOINTMENTS

26. Council is asked to approve the re-appointment of three (3) individuals to the Central Midlands Council of Governments.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the re-appointment of Mr. Shawn Epps and The Honorable Sam Davis and the appointment of The Honorable Edward E. McDowell, Jr. to the Central Midlands Council of Governments.

27. Council is asked to approve the appointment of one (1) individual to the Columbia Music Festival Association Board.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Mr. Basil Garzia to the Columbia Music Festival Association Board.

28. Council is asked to approve the appointment / re-appointment of one (1) individual to the River Alliance Board.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Dr. Betty Mandell to the River Alliance Board.

ZONING MATTERS - SECOND READING

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to **Items 29 and 30**. Mayor Benjamin abstained from voting due to a potential conflict of interest.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

29. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 160 Golf View Bend, 169 Golf View Bend and 190 Golf View Bend, TMS# 28911-01-12, 28911-02-08 and 28911-01-17 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Ordinance No.: 2017-054 - Annexing and Incorporating 160 Golf View Bend, 169 Golf View Bend, and 190 Golf View Bend, Richland County TMS# 28911-01-12, 28911-02-08 and 28911-01-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 4

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

Applicant: Executive Construction Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

30. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, and 216 Golf View Bend; 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, TMS# 28911-01-18, 28911-01-19, 28911-01-20 and 28911-01-22; 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, and 28911-02-21; 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16, and 28911-03-17 - *First reading approval was given on July 18, 2017. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

Ordinance No.: 2017-053 - Annexing and Incorporating 194 Golf View Bend, 200 Golf View Bend, 208 Golf View Bend, 216 Golf View Bend, 312 Turnwall Lane, 315 Turnwall Lane, 316 Turnwall Lane, 320 Turnwall Lane, 321 Turnwall Lane, 326 Turnwall Lane, 327 Turnwall Lane, 330 Turnwall Lane, 334 Turnwall Lane, 335 Turnwall Lane, 338 Turnwall Lane, 341 Turnwall Lane, 344 Turnwall Lane, 345 Turnwall Lane, 348 Turnwall Lane, 351 Turnwall Lane, 354 Turnwall Lane, 355 Turnwall Lane, 358 Turnwall Lane, 361 Turnwall Lane, 362 Turnwall Lane, 365 Turnwall Lane, 368 Turnwall Lane, 369 Turnwall Lane, and 374 Turnwall Lane, Richland County TMS# 28911-01-18, 28911-01-19, 28911-01-20, 28911-01-22, 28911-02-11, 28911-02-12, 28911-02-13, 28911-02-14, 28911-02-15, 28911-02-16, 28911-02-17, 28911-02-18, 28911-02-19, 28911-02-20, 28911-02-21, 28911-03-04, 28911-03-05, 28911-03-06, 28911-03-07, 28911-03-08, 28911-03-09, 28911-03-10, 28911-03-11, 28911-03-12, 28911-03-13, 28911-03-14, 28911-03-15, 28911-03-16 and 28911-03-17, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *First reading approval was given on July 18, 2017. – Approved on second reading.*

Council District: 4

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

Applicant: Executive Construction Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 06/05/2017; Approval (7-0)

APPEARANCE OF THE PUBLIC

No one appeared at this time.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 1, 2017**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 2:54 p.m. for the discussion of the employment of an employee pursuant to §30-4-70(a)(1) related to the Legal Department and the receipt of legal advice which relates to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2) related to the Parking Services Department and the Parks and Recreation Department.

ADJOURNMENT

Council adjourned the meeting at 3:55 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Traffic Signal Software. Award to Temple, Inc. in an amount not to exceed \$139,883.92. This firm is located in Decatur, AL.

FINANCIAL IMPACT: Funding Source: General Capital Projects-Project SC DOT Traffic Engineering- Traffic Signal Upgrade; 4039999-638710-960000020. The original budgeted amount is \$150,000.00.

ORIGINAL BUDGET: \$150,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities, Provide high quality municipal services

Two (2) proposals were received in response to the solicitation released for Traffic Signal Central Software (RFP014-16-17) as requested by Traffic Engineering.

The vendor will furnish and install the central software and conversion of the software database for the traffic signals. The initial term is three (3) years to end June 30, 2020. There is an option to extend for an additional two (2) year period. These services shall not exceed beyond June 30, 2022. I respectfully request City Council's approval for these services to be awarded to Temple Inc. at an amount of \$139,883.92. Thank you for your consideration and approval of this request.

Temple, Inc. is located in Decatur, AL.

ATTACHMENTS:

- **#a:** Professional Service Agreement (Signed by Vendor) (PDF)
- **#b:** Affirmative Action (PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Temple, Inc. (hereinafter referred to as the "Contractor"), for Contractor to upgrade the traffic signal central software and the 2070 Controller software/firmware (RFP014-16-17-CPM). Service includes installation, service and maintenance, transition and training.

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

I. Scope of Services

Upon written notification by the City to proceed, the Contractor shall complete the scope of services more fully described in Exhibit A, attached hereto. In addition the Contractor will install the local software to signal controllers, when purchased directly from Contractor, at no cost to the City. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require or the Contractor may recommend Supplemental or Additional Services by the Contractor, such requirement or recommendation shall be made in writing.

The Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for services performed.

III. Term of Agreement

The term of the service will be for an initial term of three (3) years from award and contract execution, with the option to renew or continue with work for an additional two-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

Time is of the essence. The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

V. Compensation

A. The total compensation to be paid by the City to the Contractor under this Agreement shown on Exhibit B attached hereto shall not exceed a fee of One Hundred Thirty-Nine Thousand Eight Hundred Eighty-Three Dollars and 92/100 (\$139,883.92).

B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. The Contractor shall, in performance of the Agreement, only use those sub-consultants in the Agreement upon which the Contractor's proposal was based. Sub-consultants substitutions shall only be made upon the City's approval. The Contractor shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Contractor.

VI. Indemnification, Hold Harmless And Insurance

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

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

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

Liability Insurance - The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

- a.) Owner & Contractor's Protective Liability Policy - Issued in the City of Columbia and owner in an amount not less \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00.
- b.) Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- c.) Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

VII. Permits and Licenses

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

B. The Contractor shall procure and maintain City of Columbia business license while performing services under this Agreement.

VIII. Duties Upon Termination

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

IX. Termination of Agreement

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

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause; In the event that the Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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

F. By mutual agreement.

X. Remedies

In the event of termination, the Contractor 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 Contractor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit A attached hereto. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.

XI. Ownership of Documents

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

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Department of Procurement and Contracts, Attention: Purchasing Agent, City of Columbia, Post Office Box 147, Columbia, South Carolina 29202.

B. Written notice to the Contractor shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Temple, Inc. Post Office Box 2066, Decatur, Alabama 35602.

XIII. Access to Records

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

In addition, the following access to records requirements apply to the Agreement:

A. The Contractor agrees to provide the City, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the Federal Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

XIV. Assignability/Sub-contracting

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

The Contractor shall furnish and cause each of its sub-contractors to furnish all information

and reports required hereunder.

XV. Independent Contractor

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

XVI. Equal Employment Opportunity (EEOC)

During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this

Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

XVII. Use of Recovered Materials

A. The Contractor shall comply with Section 6014 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf>.

XVIII. Oversight

A. The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

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

XIX. Suspension and Debarment

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The Contractor must comply 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

The Contractor shall notify the City in accordance with Section XII, Notice, if Contractor or sub-contractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Section IX, Termination of Agreement.

XX. Confidentiality

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

XXI. Interest of the Contractor

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

The Contractor is expected to make her services available to other entities but agrees to

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

XXII. Compliance with the Work Hours and Safety Standards Act

A. Overtime requirements. No Contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

XXIII. Miscellaneous

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

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

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

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

E. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Contractor may amend this Agreement.

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

G. This Agreement is subject to City Council approval.

H. In carrying out the services, 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 will incorporate these nondiscrimination requirements in all subcontracts for the services.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____ Date: _____
Teresa Wilson, City Manager

TEMPLE, INC.

Jacob Blue
Witness

By: Forrest Temple Date: 9-27-17
Forrest Temple, President

APPROVED AS TO FORM
mod 9/26/17
Legal Department City of Columbia, SC

EXHIBIT A

City of Columbia RFP014-16-17-CPM

Temple, Inc

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Section D PROPOSED SCOPE OF WORK AND PROJECT UNDERSTANDING AND APPROACH

SEPAC Local Controller Software FEATURE HIGHLIGHTS

Giving high priority to public transportation without interrupting the general traffic flow has been a major challenge for conventional traffic control software in the past. Siemens' SEPAC® local controller software is focused on enhancing performance of traffic signal control for customers who use Light Rail Transit, Bus Rapid Transit and regular Traffic Signal Priority functionality. Its features improve the use of low and full priority, with minimal impact on pedestrian and vehicle traffic.

SEPAC is unparalleled traffic signal priority software that enables mobility, safety and a better environment in order to improve the quality of life in cities. The software is designed for Siemens "M" series and CalTrans 2070 style controllers.

Incorporating more than 30 years of actual "on-street" traffic control experience, SEPAC is user-friendly and accommodates a large variety of traffic control requirements through its diverse configuration capabilities.

Programming advantages

- User-friendly, 8 line menu driven software
- Each parameter viewable with a menu and the cursor movable to that parameter for changes
- Easy verification with related parameters visible simultaneously
- On-screen programming area identification and editing prompts
- Standard traffic nomenclature used throughout the programming
- Keystrokes identical on any hardware platform
- Logically laid out programming for easy setup and startup

Modes of operation

SEPAC's traffic capabilities include five modes of operation that allow for Time of Day (TOD) operations, week plans, time of year or holiday plans, which include: coordination, free and flash functions. Modes include:

- **Standalone** – All functionality is operational as a standalone unit. Time updates available through GPS syncs. Controller can be programmed to use the GPS output for keeping its internal TOD clock accurate.



Siemens M62 controller running SEPAC® local controller software

Master Control – In conjunction with a Marc Master Controller, SEPAC will work within a closed loop system.**

System Control – SEPAC has the ability to communicate to TACTICS® and operate under system control.

Manual – SEPAC can be controlled manually to run specific coordination routines when set to manual, including free operation.

Adaptive Control – SEPAC can accept commands from SCOOT® and ACS Lite for adaptive control, if available.

Siemens SEPAC® Local Controller Software Features

Phases

- 16 vehicle phases
- 8 pedestrian phases
- 4 phase banks
- 4 timing rings
- 15 alternate sequences
- 16 overlaps

Coordination

- 6 modes of coordination
- Locally based traffic responsive routines
- 250 events
- 5 modes for transition
- 3 auxiliary and 8 special functions
- 99 day and 10 week programs
- Free / flash / dimming
- 16 phase function maps

Detection/Inputs

- 64 vehicle detectors*
- 8 pedestrian detectors*
- 8 system detectors*
- Ethernet detection interface for Sensys Ethernet Access Points (optional)

Communications

- Supports Siemens SCOOT® communication via Ethernet
- IP / Serial / FSK communications to TACTICS®
- IP standard on “M” series and 2070 1-B, 1-C and 1-E cards (2009 TEES)

Priority and Preemption

- 6 preempts
- 6 LRT / TSP (high / low) priority routines
- 4 priority banks with unique timing
- Allows for 24 specific actions
- 6 detectors per approach
- 19 vehicles tracked simultaneously
- Up to six directions at one time
- Tracks vehicles at any distance from intersection using up to 6 inbound detectors and one exit detector
- Tested and verified with: Opticom® by GTT, EMTRAC®, E-Views® and Wayside Detection
- Allows for seamless operation between transit and vehicle traffic
- Adjusts splits, skips phases when necessary, and adjusts lead/lag in order to make the transitions between normal operation and priority service more fluid
- Low and high priority can be used for both bus and light rail vehicles

Miscellaneous

- Collision avoidance routines (Red Protect)
- Available when used with a speed detector such as Iteris' Vantage Vector™ video and radar camera
- Bike timing with specific times for large bike traffic areas
- Any detector can be used for bike detection
- Advanced and delayed WALK operation
- Ped Minus Overlaps
- Advance Warning Flasher functions
- SPaT output for Connected Vehicle® operations
- Logging and diagnostics, including: cycling, coordination, preemption, detection, outputs, alarms and communications
- Anti-Backup (yellow trap avoidance)
- Password protection
- Unit to Unit transfer
- External back-up - USB or DataKey®
- Help screen
- Illinois Rail Road security available
- International timing
- Extensive reporting capabilities

Hardware Platforms

- OS-9 or Linux Operating System
- NEMA or CalTrans specifications
- Meets all current NTCIP requirements for traffic signal control
- Cabinet types include: TS-1, TS-2, TS-2 Type 2, CalTrans 332 style, ITS and CBD

- External Memory Storage
- OS-9 uses DataKey®

Linux uses USB memory sticks or DataKey®

Hardware Platforms

- External Detection – This feature is used to interface with Sensys, and Iteris devices with Ethernet connections instead of utilizing a detector card or interface through SDLC communications. With this feature the customer is capable of receiving detections through an exclusive protocol designed to transmit detector calls through a standard Ethernet switch directly to the controller. This feature also helps reduce hardware in the cabinet.
- Phase Banks – The controller now has 4 phase banks which allow for separate timing for all phase parameters. These phase banks can be initiated and changed by time of day plans. This allows the user to be able to change minimum or maximum times by time of day.
- Bike Recall by Time of Day – Siemens has introduced bike timing parameters that function to call a different minimum time when activated. This timing is usually programmed somewhere between ped minimums and vehicle minimums to allow for bikes to cross the street at a speed faster than a pedestrian. This function now has the ability to be recalled.
- Spat (Signal Phasing and Timing) – This is a feature that is for communicating the controllers current phase and timings to Intellidrive devices.

Light Rail and Transit

LRT Control – The new priority algorithm in SEPAC 3.50 is design to meet the latest requirements for TSP (Transit Signal Priority), EVP (Emergency Vehicle Priority), and LRT (Light Rail Transit). The algorithm uses up to 6 advance detectors per priority which the controller uses to track vehicle to the intersection. The controller tracks up to 19 vehicles simultaneously from 6 different directions. Service is provided to the vehicle that will arrive at the intersection first unless a higher priority overrides it.

The controller uses "Partial Priority" logic for TSP operation. This means that the controller never get out of coordination. The controller does split adjustments and/or alternate sequences based off of use supplied parameters. This reduces the stop and delay time for the bus while maintaining coordination.

The controller uses "Full Priority" logic for EVP operation. This means that the controller will provide a safe green for the Emergency Vehicle based off of arrival time. The full priority logic uses a fast recovery method to return to coordination. The controller only leaves coordination if it has to provide the emergency vehicle green. If it does leave coordination it can return to coordination in step during a partial split. Full Priority does everything Preempt does except shorten the pedestrian clear interval. However Full Priority has a long time before service because of the advanced detectors. Therefore full Priority can keep the Pedestrian movement from starting if it needs the time to meet the arrival of the vehicle.

The controller uses "Partial for Full" logic for LRT operation. This means that the controller stays coordinated most of the time but it can switch to full priority for a cycle to get the Light Rail Transit vehicle back on schedule. The "Partial for Full" logic coordinates the vehicle traffic with the LRT movement.

* 80 total detectors defaulted to listed configuration but can be programmed as different types, if necessary.

** SEPAC has been developed to be used in combination with SEMARC (Master Controller Software) in the same controller, eliminating the need for two controllers in one cabinet.

Siemens is a partner in creating the most efficient and economical transportation solution that will increase the quality of life in our cities by improving safety, energy efficiency and traffic flow while generating revenue that can be used as additional infrastructure upgrades. With the use of Siemens' advanced traffic control and transit control products, Siemens can help you design and build a more efficient transportation system.

Siemens reserves all rights to alter any of the Company's products or published technical data relating thereto at any time without notice.

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<https://w3.usa.siemens.com/mobility/us/en/urban-mobility/road-solutions/>

CENTRAL SOFTWARE (TACTICS) FEATURE HIGHLIGHTS

Temple is proposing Siemens state-of-the-art product, **TACTICS 3.1** (or latest version) for the City of Columbia, SC. TACTICS offers advanced traffic management features and expanded support with the full capabilities of central traffic system management. TACTICS provides a rich feature set designed to put more of the city within your reach. With a user-customizable interface, quick access commands, light rail support and a “Favorites List” TACTICS is the ideal choice for central system traffic management.

In the third release of TACTICS, the best features of the ACTRA and i2 traffic signal management systems have been combined to produce an even more capable system. TACTICS is a comprehensive system providing features such as:

- Real-time communication with Siemens signal controllers (SEPAC)
- Real-time communication with dynamic message signs via NTCIP
- Integrated web-based system map
- Map-based user-interface showing the status of field devices – multiple maps
- Maps can use many types of source files for background image.
- ESRI map layers can be turned on/off by zoom level or manually.
- Integrated graphics editor for creating maps and intersection diagrams.
- Dynamic icons can be added to any map or diagram & support drag and drop.
- Hyperlinks can be placed anywhere on maps and intersection graphics.
- User-selectable display color scheme and shortcuts (favorites).
- Automatic synchronization of clocks in controllers.
- Signal pattern selection via time-of-day, traffic responsive, or incident response.
- Signals automatically moved into, between, or out of coordination groups.
- Support for ACS-Lite and SCOOT as adaptive signal timing options.
- Support for SEPAC’s unique features including advanced transit priority and performance measures.
- Upload, display, compare, copy, edit, and download signal timings
- Upload, use, store, and display system detector data (counts, occupancy, speed)
- Automated incident detection and response (called Quick Response)
- Automatic alarms to users via on-screen pop-ups and e-mail/text message



- Monitor and control special function inputs and outputs in controllers
- Numerous tabular reports displaying status and data can generate automatically
- Event Log Viewer – history of all automatic and manual actions and events
- Automatic generation of time-space diagrams, with manual fine tuning option
- Time-allocation data collection and reporting (split monitor)
- Dynamic status display recording and playback for later analysis
- Incident tracker – places an incident icon on the map and enter/edit text
- Center-to-center exchange of data and commands with other systems
- Export road, signal, and traffic data to, and import timing data from, Synchro
- Support for Siemens field masters and ramp meters
- Multi-level user hierarchy with fine-grained configurable user privileges
- Support for multiple jurisdictions using the same system
- Modular and scalable – can support any number of field devices

Section D AVAILABILITY OF TEMPLE/SIEMENS RESOURCES

On-Street Assistance:

As shown in Section E Qualifications and Experience, Temple has (3) Technicians dedicated to servicing this proposal. Located in Gainesville, Georgia, any of the three technicians are able to be deployed to Columbia within 2 business days of being notified of issues that need troubleshooting. They are also available by phone to answer local firmware related questions.

% Availability for this Project – 100%

Remote Tasks:

- 1) ITS Specialist, David Whitcomb, is available during normal working hours (9am EST – 6pm EST) to assist with
 - A. Conversion tasks associated with the transition from Actra to TACTICS 3.1.x
 - B. Product and Feature Support (Local Firmware, Central Software)
 - C. Fulfilling Maintenance Contract duties as well as general issues that may come up.
- 2) ITS Specialists, Jay Montgomery and Sammy Crawford will be available, as needed within normal working hours, as backup in order to fulfill contractual obligations for this proposal.

% Availability for this Project – 100%

Project Management and Tracking: Temple's South Carolina Sales Representative is the first line of support for trouble calls and will manage the Temple technicians' time and estimated time of completion. Any schedules that are created will be maintained under his initiative and communication to the City will fall under this role as well.

% Availability for this Project – 100%

Section D

PROPOSED COORDINATION OF ACTIVITIES

Initiation, Management and Administration

Temple, Inc. will meet with the City of Columbia's assigned Project Manager to review the scope of work, project objectives, process, and deliverables. During this process, a full project schedule will be provided to the City that speaks to the duration of the installation/setup/configuration. There will be close coordination between Temple and the City.

Existing Communications System Validation Testing

Temple will obtain available documentation of the existing network that will be used for center-to-field communications, for links to workstations (e.g., at primary TMC, and at secondary TMC and Traffic Operations Tech Shop), and a VPN Internet link for remote support by Temple. This information will be reviewed and discussed with appropriate City personnel to ensure it is fully understood, and to fill in missing information.

Based on this information, Temple will determine the extent to which testing of any parts of the network is warranted, and perform such testing. If this process reveals shortcomings in the network, Temple will fully document and explain the concerns and assist City of Columbia in identifying and implementing a suitable solution.

Integration Plan

In consultation with City of Columbia, Temple will develop a system integration plan covering the following activities:

1. Identification of all data and hardware needed from City (e.g., communications network description (see above), list of signals to be connected to the new system by phases, planned logistics for and rate of signal migration, signal communication addresses, signal groupings, initial central time-of-day schedule, the preferred style and sources for maps and intersection graphics, initial operator alerts, details of special applications (e.g., bus lane, school zone flashers, light rail signals, blank-out signs, lane-use signs, special events management, etc.), numbers and types of personnel to receive training, preferred timing of training sessions, locations of training sessions, etc.
2. Specification of computers, data backup equipment, backup power supply, and any other equipment Columbia will need to supply that is not already specified in this proposal for the new ATMS.
3. Software configuration management and quality control processes.
4. Logistics and schedule for on-site installation and acceptance testing.
5. Logistics and schedule for user training (the Training Plan).

6. Logistics and schedule for staged transfer of signals from the old system to the new system.
7. The integration plan will be subject to review and approval by the City of Columbia. It will be updated during the project if needed to reflect any changes mutually agreed upon with the City.

System Preparation

To start system preparation, the system integration team will be installing and configuring the TACTICS system on the servers.

To ensure the system is configured optimally, Temple will carefully explain configuration options and their ramifications. Through discussion of operational needs, the current *ACTRA* configuration, and the options in TACTICS, the integration team will work with Columbia personnel to make decisions on each configuration option. This process will effectively provide some initial training for the involved personnel, thus enabling them to also be effective in other review activities.

Once the server is ready, Temple (David Whitcomb) will import the *ACTRA* database into TACTICS and verify that the configuration has been imported successfully.

Connecting Signals

TACTICS supports all device configurations that were supported by *ACTRA*, so there are usually no issues when transitioning to the new TACTICS system. If the controllers are all IP, it is simply a matter of shutting down the old server and bringing up the new TACTICS server. If serial communications are used, serial connections will be moved from the old server to the new server. Once connected, Temple will validate communications with each controller to make sure everything is operating as expected.

MAINTENANCE AND SUPPORT CONTRACT

Siemens offers this three-year TACTICS & SEPAC Support and Maintenance Agreement with the following terms:

- City of Columbia "Option to Extend" for additional (2) two years.
- Help Desk Support Structure:
- Temple telephone Support: Direct support from Temple Technical Team
- Siemens Telephone Support: Direct support from experienced Siemens support engineers via phone.
- Email Support: Direct support from experienced Siemens and Temple support engineer via e-mail.
- Remote Support and Web-based support: Online remote connected with direct support from experienced Siemens support engineer in a secure environment
- Software Update: Receive business critical updates for self-installation
- Software Upgrade: Receive software version upgrades via CD for self-installation or installation by others.
- Webinars- Public: Get the latest feature overview and the actual information about product development and services.

Temple, Inc. has a team available in the Gainesville, GA area, as well as a physical location, who are available to provide on-site and telephone assistance as required over the life of the project. While this team does not work 24/7, they can be reached during emergencies 24 hours per day, 7 days per week.

Temple, Inc. has staff located in Decatur, AL who will also be supporting this project through all the traditional support roles listed by Siemens as well as the ability to perform on-site assistance as may be needed by the Department.



Product Development (As part of Maintenance/Support)

Siemens ITS spends several millions of dollars on Research/Development for the enhancement of their Traffic Division's products. The typical strategies and processes involved in their product development include, but are not limited to:

- **Planned Releases** – The typical yearly releases occur in the months of March and October of each year. These releases are completed for both SEPAC and TACTICS (i.e. SEPAC 3.57 and TACTICS 3.1 were released in March of 2016).
- **Migration Strategies** – Devices such as Servers, Workstations, Laptops, and Desktops are not done automatically. Temple handles these updates/upgrades remotely through VPN access, as granted/agreed upon by the City. This makes it easy in regards to scheduling because of the convenience of the process.
- **Period that interface upgrades or backward compatibility is secured** – Eagle/Siemens has maintained "backwards compatibility" since 1989. Currently, Siemens ITS has made a commitment to retain this model of business through the years to come.
- **Method of Update Delivery** – Temple, Inc. provides the following options in regards to updates/upgrades:
 - Compact Disk, USB Drive, Secure Link
 - Remotely performed by Temple, Inc.
- **Warranty Period** – Consistent with Service/Maintenance Contract, which is 3 years for this proposal.

PROPOSED TRAINING STRATEGY

Temple will develop, along with City of Columbia, a plan to train personnel on the TACTICS and SEPAC software packages. In accordance with the approved Training Plan, Temple will provide on-site training for personnel designated by City of Columbia. Multiple sessions are anticipated to enable at least some personnel to receive training early in the process so they can better participate in installation and acceptance testing, to accommodate shift workers and workers on leave, and to provide refresher training. Different courses will cover different material or level of detail if the attendees are limited to a particular role (e.g., traffic engineers, signal technicians, TMC operators, system administrators/IT). In general, training is most effective when conducted just prior to intensive use of the system so that skills learned in the class are consolidated by use before they are forgotten.

Temple will provide Columbia with training materials including a notebook for each participant with materials relating to the course material that can be referenced or used by Columbia personnel to provide later training independent of Siemens.

It is assumed that Columbia will be able to provide controllers and computers for hands-on exercises by attendees during training. Temple will provide handout materials for training sessions. The training we have proposed is for:

- Three (3) day training class for (7) employees on central software at a facility provided by the City of Columbia
 - Method: (2) Two Temple Technicians (David Owen on-site, David Whitcomb remotely)
 - Topical Agenda (Varies based on City's needs)
 - TACTICS Overview
 - TACTICS as an Intersection Database
 - Getting Real-time Controller Status
 - Getting Alarm Logs and other Reports
 - Using Maps and Real-time Monitoring
 - Advanced: Time-of-Day Operations
 - Advanced: Intro to Quick Response
 - Advanced: Intro to Traffic Responsive

- Two (2) day training class for (10) employees on local/firmware at a facility provided by the City.
 - Method: (2) Two Temple Technicians (David Owen and David Barrett, Jr on-site)
 - Topics include, but not limited to:
 - SEPAC 3.5x Feature Set
 - Training for Programming/Upgrading 2070-CPU modules

The proposed training will be scheduled cooperatively between the City of Columbia and Temple, Inc.

Training Documentation

Temple will provide the following documentation:

- TACTICS User Manual (Digital Copy)
- SEPAC User Manual (Digital Copy)
- TACTICS Installation Administration and Maintenance Manual (Digital Copy)
- As-built documentation of the installed system's physical and software configuration.
- Site-specific maintenance procedures including recommended data backup procedures

Section F**EASE OF TRANSITION**

CENTRAL (TACTICS):

Transitioning from ACTRA to TACTICS allows for the existing controllers in the field, which support their local/firmware, to seamlessly transition to the new Local/Firmware (SEPAC). The existing features will not be lost during the transition.

1) Pre-Installation Assessment:

Schedule/Timeline: These steps will be performed by Temple the week prior to the upgrade approximately, based on agreed upon schedule

- Survey the existing ACTRA server to determine what will need to be transferred to the new server
 - Devices
 - Drivers for devices
 - Necessary Files
 - Ancillary Configuration
 - Other
- Perform a “system health snapshot” within ACTRA
 - Status of communications within current system
 - Intersections count
 - Current status of intersections
 - Other pertinent data gathered from ACTRA

2) Installation of TACTICS and Upgrade/Conversion of Database

Schedule/Timeline: These steps will be performed on the day of the upgrade

- Install TACTICS Software on the new server
- Import and update ACTRA database using TACTICS upgrade tool
- Disable ACTRA on the old server and start TACTICS on the new server
- Move any communications devices from the ACTRA server to the TACTICS server
- Verify communications to all previously communicating intersections.
- Install TACTICS software on workstations and laptops.

3) Post-Installation Configuration

Schedule/Timeline: These steps will be performed the day of the upgrade or after, as needed

- Configure maps
 - Entry of intersection geospatial coordinates to enable automatic placement on the Tactics 3 web-based System Map
 - All of the existing local intersection graphics from Actra will be converted along with the Actra database. Workstation computers will need minor (<1 min/each) configuration to reference the correct network shared location for graphic files.
- Configure database export

LOCAL (SEPAC): Process for Transition

In the event that an upgrade to the local controller software (SEPAC) in a running intersection is desired, the process is generally as follows:

The Temple field personnel will visit the site and collect some information about the exact model of CPU board currently in use. If this is an Ethernet connected intersection, this can usually be done remotely.

Concurrent with the information gathering, the field personnel will typically perform an upload and comparison of the traffic data. This data will then be downloaded into another CPU card in a spare controller. Tactics will seamlessly convert the data from the older version of SEPAC to the newer version.

At a time of day when the City determines that the traffic levels are low enough, the field personnel will put the intersection into flash and replace the existing CPU with the one that is updated and programmed. Using this technique, any given intersection will only be out of service for a very short time (typically, a minute or so). Temple will make a spare controller chassis available in the event that some problem is encountered that requires replacing the entire controller (this would be uncommon).

The intersection will be monitored for a short time to ensure correct operation before moving to the next location.

The existing free CPU can then be updated to a newer version of SEPAC and programed for use at the next intersection. This type of rolling update has been successfully performed many times and will ensure an orderly update with minimal downtime.

Full Rights Granted to City of Columbia

The City of Columbia will have the rights granted by SIEMENS ITS to load local firmware (SEPAC) onto CPU Modules in the field. Standard SIEMENS ITS Licensing Terms/Conditions Apply.

Temple offers these services on an hourly rate (see pricing table). It is estimated to take less than (1) hour to upgrade SEPAC to the latest SEPAC Version (for instances where FYA and other new features are desired within the City's system) for each controller that needs latest SEPAC features.

Below are the instructions for programming/upgrading CPU modules with SEPAC firmware.

Action No.	Installation Instructions for Properly Installing SEPAC Local Firmware onto a CPU Module	Checklist (for technicians)
1	Connect both the network and PC-2070 (15043) serial cable.	
2	Crank up HT, and from the \$ prompt, type ifconfig enet0. It should display something like inet 10.225.52.31 netmask 0xfffff00, which tells you the IP address of the controller and the netmask (3 x 255 in this case). Remember the IP address for the following steps.	
3	Run the SET_IP_XXXXX.bat file that will set your laptop to the corresponding static IP address. That would be the one called SET_IP_10.225.52.10_334g.bat in this example.	
4	(INSTALL SEPAC) Change to the directory with the SEPAC version that you wish to install.	
5	In HT, use reboot -x to reboot without running SEPAC or SEMARC.	
6	Run the FTP batch file that corresponds to the controller's IP address (FTP_10.225.52.31_334g.bat in this example.)	
7	Log in using ftp as both the user name and password.	
8	DO THE FOLLOWING AT THE FTP PROMPT:	
9	cd /r0	
10	put xbw	

11	cd /r2	
12	binary	
13	put sepac.tar	
14	GO BACK TO THE HT WINDOW AND DO THE FOLLOWING:	
15	chd /r0	
16	profile xbw	
17	After SEPAC has unzipped and installed (4-5 minutes), you'll hear a beep and see the instructions to reboot the controller. Follow.	
18	The controller may ask you to select the FIO option and also show you the boot manager menu. Select the appropriate options and let the controller do its thing. In this screen is where you can activate the networking drivers if needed.	
19	On the controller, set the perpetual access code and date & time.	
20	If desired, run the controller in a test cabinet with recalls or detector calls allowing the controller to test all inputs and outputs as if it were in the field. A 24 hour test is normally sufficient.	
21	Done	

EXHIBIT B

RFP014-16-17-CPM Traffic Signal Central Software Rebid

APPENDIX IV- COST PROPOSAL

Description	Cost (years 1-3)
Central Software	\$ 131,500.00
Conversion to the database	\$ 600.00
City wide licenses	\$ 0
Setup and Installation	\$ 3,000.00
Training (3-days) on Software	\$ 2,241.92
Training (2 days) on Local Software/Firmware	\$ 2,542.00
Total (do not include tax)	\$ 139,883.92

Additional Services	UOM	Unit Price
Training Hours (online)	Hour	\$25
Training Hours (onsite)	Hour	\$125
Technical Services	Hour	\$105

Description	Cost (Optional Term-years 4-5)
City wide licenses	\$ 0

Additional Work (Not Listed in the Scope of Services)	UOM	Unit Price

APPENDIX VII- AFFIRMATIVE ACTION PROCUREMENT

AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

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

Each firm submitting a bid, Contractor or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

AFFIRMATIVE ACTION UTILIZATION GOALS
INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted 0 %

Total **MBE Participation Percentage** to be subcontracted 0 %

Total **WBE Participation Percentage** to be subcontracted 0 %

Total **Other DBE Participation Percentage** to be subcontracted 0 %

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

The scope of work for this Proposal will all be performed internally and will not require Temple to subcontract with other firms. Temple is providing very specific software and services, which require specific technical expertise.

RFP014-16-17-CPM Traffic Signal Central Software Rebid

APPENDIX VIII- BUSINESS INFORMATION RECORDS
RFP014-16-17-CPM: Traffic Signal Central Software Rebid

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishings 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 Service/Mat (\$ Value)
Siemens	Melissa Rodriguez 512.761.2473	TACTICS /SEPAC Software and Maintenance	\$ 101,400.00

TOTAL: \$ 101,400.00Temple, Inc.

Contractor

By [Signature]

I certify this information is true and correct.

Date

Rev Purchasing Div_08 08 13

RFP014-16-17-CPM Traffic Signal Central Software Rebid

LABOR SURPLUS UTILIZATION PLAN

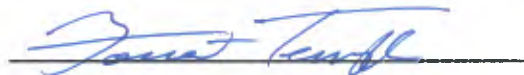
In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here: ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Vendor shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

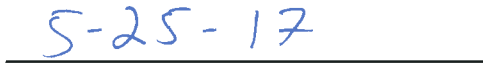
By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.



Signature



(Print Name)



Date



Business Name



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve services for Municipal Court, Lorick and Woodlands Parks Roof Replacement, as requested by Support Services. Award to Aqua Seal Mfg. & Roofing, Inc., a certified Local Business Enterprise in the amount of \$608,980.00. This firm is located in West Columbia, SC.

FINANCIAL IMPACT: Funding Source: 4039999-CP080110-658650; 4039999-CP080111-658650; and 4039999-CP080112-658650. The original budgeted amount is \$650,000.00.

ORIGINAL BUDGET: \$650,000.00

CLEAN WATER 2020?: No

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

Two (2) bids were received for the Municipal Court, Lorick and Woodlands Parks Roof Replacement (BID#005-17-18-CCP Re-bid) as requested by Support Services.

The total construction time allocated for this project is one hundred and fifty (150) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from Aqua Seal Mfg. & Roofing, Inc. of West Columbia, SC, a certified Local Business Enterprise, at an amount not to exceed \$608,980.00.

This will be charged as follows:
General Capital Projects

Roof-Municipal Court	
4039999-CP080110-658650	\$286,166.67
Roof-Lorick Park	
4039999-CP080111-658650	\$188,646.67

Roof-Woodland Park

4039999-CP080112-658650

\$134,166.66

TOTAL: \$608,980.00

ATTACHMENTS:

- **#a:** Support Services & ADC Engineering Recommendation (PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Compliance Review Memo (PDF)
- **#d:** Business Information Record (PDF)
- **#e:** Site Maps (PDF)
- **#f:** Contract (PDF)

Clark-Pitchford, Carla M

Subject: FW: DRAFT FOR REVIEW: BID 005-17-18-CCP Municipal Court, Lorick and Woodlands Park Roof Replacement

Attachments: DRAFT 15077.LTR.2017 0829.To City of Cola.Recommend to Award.pdf

From: Keisler, Kelvin
Sent: Thursday, August 31, 2017 10:27 AM
To: Clark-Pitchford, Carla M
Cc: Porth, Gary B; Knoche, David; Dixon, Stacey E; Campbell, Christopher K; Goff, George M; Jones, Jennifer K
Subject: RE: DRAFT FOR REVIEW: BID 005-17-18-CCP Municipal Court, Lorick and Woodlands Park Roof Replacement

Carla,

Based on the recommendation from ADC Engineers and that Aqua Seal is the lowest responsive bidder, Support Services recommends moving forward with this project.

Thanks,



We Are Columbia

Kelvin Keisler
Support Services Administrator

General Services Department
1924 Calhoun Street | PO Box 147
Columbia, SC 29201
krkeisler@columbiasc.net
(803) 545-3115
(803) 988-8196 fax

August 31, 2017

Via Email

Page 1 of 1 – Email Address: cmclarkpitchford@columbiasc.net

Ms. Carla M. Clark-Pitchford
City of Columbia
Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201

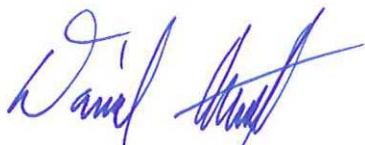
subject: Recommendation to Award - BID 005-17-18-CCP
City of Columbia Municipal Court Lorick Park and Woodland Park Roof Replacement
ADC Project Number: 15077

Dear Ms. Clark-Pitchford:

Based on the current bid environment and the final scope of work, we believe that Aqua Seal's Bid is fair and reasonable. We recommend award for Base Bid only in the amount of \$608,980.00, which includes the Allowance of \$20,000.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,
ADC Engineering, Inc.



Daniel Atwell, RRC, REWO, RRO, CDT
Project Manager / Building Envelope Designer
Registered Roof Consultant (RRC), RCI, Inc.
Registered Exterior Wall Observer (REWO), RCI, Inc.
Registered Roof Observer (RRO), RCI, Inc.
CDT, The Construction Specifications Institute

ajm

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
843-566-0161
fax 843-566-0162

ADCENGINEERING.COM



Event Number	BID005-17-18-CCP Addendum 2	Organization	City of Columbia, SC
Event Title	Municipal Court, Lorick and Woodlands Par	Workgroup	Purchasing
Event Description	Pre-Bid Meeting is 8/10/2017 at 10:30am	Event Owner	Carla Clark-Pitchford
Event Type	IFBs	Email	cmclarkpitchford@columbiasc.net
Issue Date	8/4/2017 10:00:00 AM (ET)	Phone	803 (545) 4641
Close Date	8/23/2017 10:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
URSource Contracting, LLC	West Columbia	SC	8/19/2017 08:43:31 AM (ET)	0	\$0.00
Aqua Seal Mfg. & Roofing, Inc.	West Columbia	SC	8/23/2017 10:27:23 AM (ET)	1	\$608,980.00
Heritage Roofing Co., Inc	Lexington	SC	8/22/2017 06:30:39 PM (ET)	1	\$669,400.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Carla M. Clark-Pitchford, Bid Coordinator
Department of Procurement and Contracts

DATE: August 24, 2017

SUBJECT: PROJECT: BID#005-17-18-CCP Municipal Court, Lorick and Woodlands Park

Bids for this project were opened publicly at 10:30 a.m., August 23, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project, were in participation with the Local Business Enterprise Preference Program. The apparent *responsive* low bidder is Aqua Seal Mfg. & Roofing, Inc. of West Columbia, SC at \$608,980.00

Please review and verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Also, please check the subcontracting for compliance noted on the Business Information Record under LBE policy.

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

Thank You.

Review Approved: 
Ayesha Driggers Compliance Administrator

DATE: 8/29/17

Bid No: 005-17-18-CCP Municipal Court, Lorick and Woodlands Park Roof Replacement Re-bid
Page 32 of 46

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
ABC Supply Co., Inc. 855 Brookwood Dr. Columbia, SC 29201	Richard Kearse (803) 771-4402	Roofing Materials	\$176,628.00	29 %	No	No
Roofer's Supply of Greenville - PO Box 8619 - Greenville, SC 29673	Mike Mooreshead (864) 299-0055	Roofing Materials	\$ 300.00	0.04 %	No	No
Tucker-Kirby 2701 Shop Road Columbia, SC 29209	(803) 783-8200	Sealants & Masonry Supplies	\$ 500.00	0.08 %	No	No
The Building Center 205 Watling Road West Columbia, SC 29170	Bob Rozajewski (803) 939-9290	Lumber	\$ 5,322.00	0.87 %	No	No
McElroy Metals 1144 Silstar Road West Columbia, SC 29170	Terry Burford (704) 650-0727	Sheet Metal	\$ 7,345.00	1.2 %	No	No
NB Handy Co. 110 Archive Court West Columbia, SC 29169	Glenn A. Wentz (864) 303-9471	Sheet Metal	\$ 2,863.00	0.47%	No	No

TOTAL: \$ 192,958.00

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

Business Name:

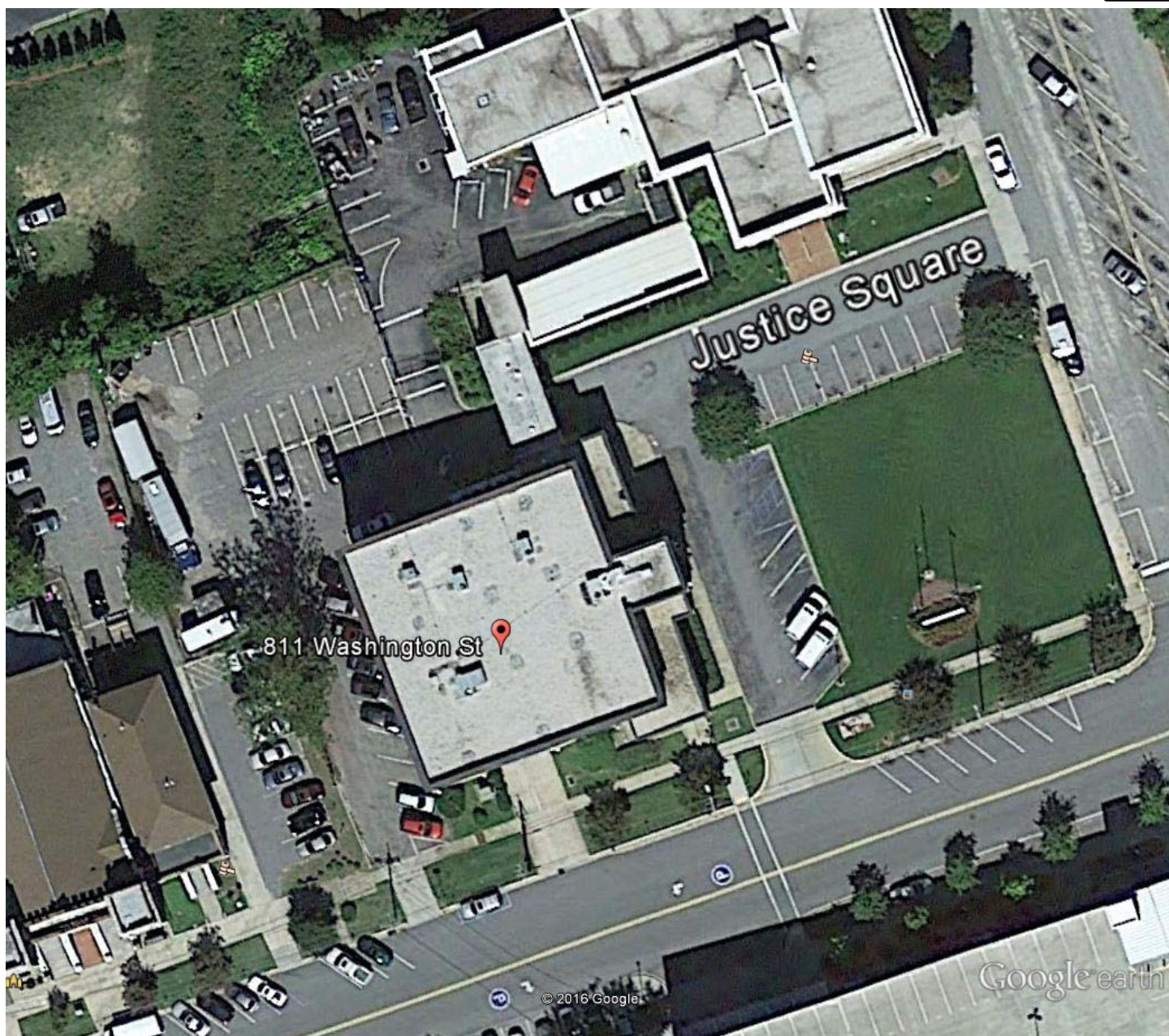
Aqua Seal Mfg. & Roofing, Inc.

Representative Name / Title:

Stephen J. Riha / Vice President

Date:

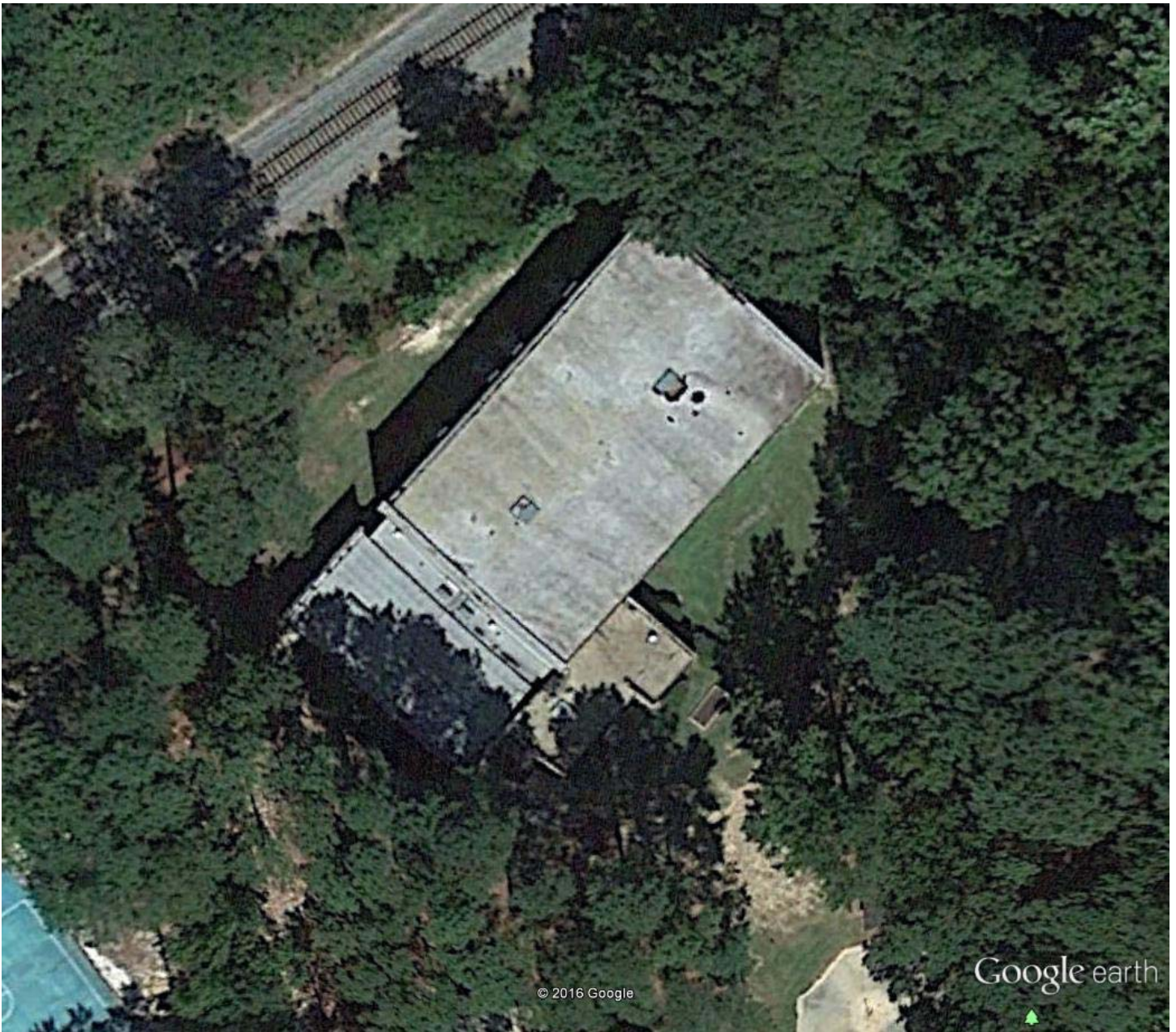
8/22/2017



Google earth

feet
meters200
60

Municipal Court



Google earth

feet
meters



LORICK PARK



Google earth

feet
meters

100

50



Woodlands Park

CONTRACT

City of Columbia, South Carolina

CP080110 – CP080111 – CP080112

Municipal Court, Lorick and Woodlands Parks Roof Replacement

Bid # 005-17-18-CCP

CONTRACT

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Aqua Seal Manufacturing and Roofing, Inc.**, with legal address and principal place of business at **P.O. Box 2238, West Columbia, SC 29171**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **ADC Engineering Specialists**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred fifty (150)** consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Six Hundred Eight Thousand Nine Hundred Eighty Dollars and Zero Cents (\$608,980.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Technical Specifications, Division 01 General Requirements and Aerial Views.

9.2.9 Drawings, numbered **R101 through R110 and R201 through R209, inclusive**, and dated **6/20/2017**.

9.2.10 Addenda numbers **1** to **2**, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20__.

Contractor

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

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

APPROVED AS TO FORM

ggd 9/19/17
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Columbia Police Department

FROM: William Holbrook, Police Chief

SUBJECT: Council is asked to approve the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Application to Purchase a 3D laser scanner with crash and crime scene software and a laptop to support the scanner software for the Columbia Police Department in the amount of \$79,773.00.

PRESENTER: Chief William "Skip" Holbrook

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$79,773

CLEAN WATER 2020?: No

The Columbia Police Department seeks to purchase a 3D laser scanner with crash and crime scene software, and a laptop to support the scanner software. This scanner will be used by both the Traffic Safety Unit & Crime Scene Unit. In addition, it will increase investigative options and provide increased accuracy in scene documentation.

ATTACHMENTS:

- **#a:** 2017 JAG_Appl (2) (PDF)

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Columbia		Columbia Police Department	
Address P.O. Box 147 Columbia, South Carolina 29217-0147		Name and telephone number of the person to be contacted on matters involving this application Hines, Rick (803) 545-3570	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
57-6000229		Municipal	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Crash and Crime Scene 3D Laser Scanner	
12. AREAS AFFECTED BY PROJECT			
City of Columbia			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date: October 01, 2016		a. Applicant	
End Date: September 30, 2020		b. Project SC02 SC06	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$79,773	This preapplication/application was made available to the state executive order 12372 process for review on 09/05/2017	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$79,773	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			

City of Columbia**Title of Project: Crash and Crime Scene 3D Laser Scanner****Activity Area: Law Enforcement – Equipment, Supplies & Technology****Abstract**

The Columbia Police Department (CPD) seeks to purchase a 3D laser scanner with crash and crime scene software, and a laptop to support the scanner's software. This scanner will be used by both the Traffic Safety Unit and the Crime Scene Unit to increase the quality of work while reducing the time spent on drafting sketches and taking precise measurements. In addition, it will increase investigative options and provide increased accuracy in scene documentation for major cases, courtroom presentation, and evidence documentation.

Project Identifiers:

1. Equipment – General;
2. Equipment – Forensic;
3. Computer Software/ Hardware;
4. Law Enforcement Professionalism; and
5. Evaluation.

City of Columbia FY 2017 Justice Assistance Grant (JAG)**Title of Project: Crash and Crime Scene 3D Laser Scanner****Activity Area: Law Enforcement – Equipment, Supplies & Technology****Program Narrative****Statement of the Problem**

The Columbia Police Department's (CPD) Traffic Safety Unit is responsible for investigating all serious and fatal collisions in the City of Columbia. Many of these collisions involve extensive reconstruction of the collision to present to a jury in a clear, convincing, and accurate representation at a later time.

CPD's Crime Scene Unit is responsible for responding to all serious crimes and to preserve short-lived evidence in a way that is clear, convincing, and accurate when presented to a jury at a later time. This evidence is also useful to investigators who need to review and analyze it to further move an incident towards an accurate re-creation of the facts.

The Traffic Safety Unit utilizes photographs, a Nikon Total Station, and an outdated version of Crash Zone to reconstruct vehicle collisions into a two (2) dimensional representation of the facts involved in a three (3) dimensional event. This methodology of collision reconstruction is outdated to the current trends and standards of professional traffic collision reconstruction. This method is also very intensive in regards to personnel hours both at the scene of a collision and office time after leaving the scene. This current method also does not allow for quickly re-opening roadways to ensure the quick and efficient flow of traffic and commerce.

The Crime Scene Unit utilizes hand-drawn rough sketches and sketches drawn in Microsoft Power Point to document major crime scenes. These sketches are an attempt to

document relationships between landmarks within the crime scene, identified evidence, and other items of interest. Officers receive minimal training in this form of documentation, as very few classes are available for this advanced skill. Hand-drawn sketches also suffer from a number of shortcomings, which include a complete reliance on initial observations by officers at the scene, limited ability to record measurements, and an inability to change perspective. Hand-drawn and computer-assisted sketches also take a substantial amount of time to complete. In addition, they are not to scale and as such become difficult to be entered into evidence as it is easily argued that they are not an accurate representation. This is outdated, very limited in scope and an unprofessional presentation to a jury when weighed against a well-prepared and presented defense. The 3D laser scanner system addresses shortcomings in hand-drawn sketches, as well as adding a number of features many agencies consider critical in modern forensic documentation practices.

CPD intends to purchase a 3D laser scanner with crash and crime scene software, and a laptop to support the scanner's software with the JAG funds allocated to the City of Columbia.

Project Design and Implementation:

The Traffic Safety Unit and Crime Scene Unit are jointly recommending that the Police Department acquire a 3D laser scanner with appropriate crash and crime scene software. Both units have observed demonstrations of the equipment and software, and recognize the ability of this scanner system to bring the Department in line with the current trends and standards within their respective fields.

At this time, the Traffic Enhancement Grants will not cover the cost of this technology, nor any other State or local funding.

Plan for Collecting the Data Required for this Solicitation's Performance Measures:

The intent of this project is to purchase equipment only, a 3D laser scanner with crash and crime scene software, and a laptop to support the scanner's software. However, any performance metrics required under the Performance Measurement Tool (PMT) report can be obtained through the various systems used by the Department to monitor and records statistics.

D. Equipment – List **non-expendable** items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). **Expendable** items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. [To View an Example, Click Here](#)

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
3D Laser Scanner with Crash and Crime Scene Software	1	\$78,369.00	\$78,369
Laptop Computer	1	\$1,404.00	\$1,404
FEDERAL TOTAL			\$79,773

EQUIPMENT NARRATIVE (FEDERAL)

The Traffic and Crime Scene Units will use the 3D Laser Scanner to provide accurate images of accident and crime scenes. The laptop computer is needed to support the software utilized by the 3D scanners.

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$79,773	\$0	\$79,773
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$79,773	\$0	\$79,773
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$79,773	\$0	\$79,773

Federal Request	\$79,773
Non-Federal Amount	\$0
Total Project Cost	\$79,773

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.



COLUMBIA POLICE DEPARTMENT

"Policing Excellence through Community Partnerships"

August 25, 2017

Ms. Gale Farquhar
State Policy Advisor, BJA

RE: Governing Body Review / Public Comment - 2017 JAG Application

Ms. Farquhar,

The following certifications are made in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2017 Local Solicitation:

(1) This JAG funding opportunity was posted on the Police Department's website (<https://columbiapd.net/news-updates/>) on August 9, 2017, with an application that permits the public to request additional information and/or submit their comments.

(2) Time did not permit the Police Department's JAG application to be presented before City Council prior to the submission deadline. We, therefore, acknowledge that a withholding of funds special condition will be applied to the award restricting draw-down until the 30-day governing body review requirement has been met, and a Grant Adjustment Notice (GAN) issued releasing the funds.

The DOJ/OJP Certifications and Assurances by the Chief Executive of the Applicant Government will be submitted upon the review by City Council.

Sincerely,

William H. Holbrook
Chief of Police

Ms. Teresa B. Wilson
City Manager



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

Organization Name:

Street1:

Street2:

City:

State:

Zip Code:

2. Authorized Representative's Name and Title:

Prefix:

First Name:

Middle Name:

B.

Last Name:

Suffix:

Title:

3. Phone:

4. Fax:

5. Email:

6. Year Established:

7. Employer Identification Number (EIN):

8. DUNS Number:

9. Type of Organization:



State



Municipality



Non-Profit



Higher Education



Tribal



For-Profit



Other:



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has undergone the following types of audit(s) (Please check all that apply):

- ☒ OMB A-133 Single Audit
☒ Financial Statement Audit
☐ Defense Contract Agency Audit (DCAA)
☐ None
☐ Programmatic Audit & Agency:

☐ Other Audit & Agency:

11. Most Recent Audit: ☒ Within the past 12 months ☐ Within the past two years ☐ More than two years

Name of Audit Agency/Firm: Webster Rogers

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

- ☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings:

0

Please enter the amount of questioned costs:

\$0.00

Were material weaknesses noted in either the Financial Statement or Single Audit? ☐ Yes ☒ No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

- ☐ Manual ☐ Automated ☒ Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ Yes ☐ No ☐ Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ Yes ☐ No ☐ Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS

20. Does your property management system(s) provide for maintaining:
(1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure

PROCUREMENT STANDARDS

21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?

☒ Yes ☐ No ☐ Not Sure

22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?

☒ Yes ☐ No ☐ Not Sure

23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? Please visit www.sam.gov.

☒ Yes ☐ No ☐ Not Sure

TRAVEL POLICY

24. Does your organization:

(a) maintain a standard travel policy?

☒ Yes ☐ No

(b) adhere to the Federal Travel Regulation? (FTR)

☒ Yes ☐ No

SUBRECIPIENT MANAGEMENT AND MONITORING

25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?

☒ Yes ☐ No ☐ Not Sure
☐ N/A (Your organization does not make subawards.)

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.

Name:

Jeff Palen

Date:

2017-08-25

Title:

☐ Executive Director

☒ Chief Financial Officer

☐ Chairman

☐ Other

Phone:

(803) 545-4308

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved

10.a

0348-0046

1. Type of Federal Action: ☒ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: ☒ c. a. bid/offer/application b. initial award c. post-award		3. Report Type: ☒ a. initial filing b. material change For Material Change Only: year quarter date of last report	
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier , if known: City of Columbia 1737 Main Street Columbia, South Carolina 29201 Congressional District, if known: 6th			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Justice (DOJ)			7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): CapitalEdge 1212 New York Ave, NW, Ste 250 Washington, District of Columbia 20005-3953			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Garboushian, Ralph		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: Ray Borders Gray Print Name: Ray Borders Gray Title: Special Project Administrator Telephone No.: (803) 545-3779 Date: 8/30/2017		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

City Attorney
Title of Chief Legal Officer of the Jurisdiction

Columbia, City of
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window



OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

OFFICE OF JUSTICE PROGRAMS

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by OJP based on the application—

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 28 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

(6) I assure that the Applicant will assist OJP as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by OJP based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

Accept



Teresa B. Wilson
City Manager

8/29/2017

Date

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcmpliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

8/25/2017

Certifications

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8/25/2017

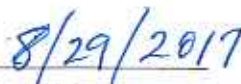
Certifications

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.



Teresa B. Wilson

City Manager



Date



COLUMBIA POLICE DEPARTMENT

"Policing Excellence through Community Partnerships"

August 25, 2017

Ms. Gale Farquhar
State Policy Advisor, BJA

RE: Disclosure of Pending Applications - 2017 JAG Application

Ms. Farquhar,

The City of Columbia does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

Sincerely,

Chief William H. Holbrook
Chief of Police

Ms. Teresa B. Wilson
City Manager



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of School Crossing Guard Services, as requested by the Police Department. Award to Allegiance Industries Inc., using the SC State Contract in the amount of \$122,887.00. This vendor is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Police administration services – Professional Services;1012402 –636600. Costs are to be reimbursed by Richland School District One. The original budgeted amount is\$122,887.00.

ORIGINAL BUDGET: \$122,887.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Allegiance state contract (PDF)

STATE OF SOUTH CAROLINA
SC DEPARTMENT OF EDUCATION
ATTN: PROCUREMENT OFFICE
1429 SENATE STREET, SUITE 200
COLUMBIA SC 29201

Intent to Award
Posting Date: April 25, 2017

Solicitation: 5400012859
Description: SECURITY SERVICES FOR GSSM
Agency: SC Department of Education

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00 AM, May 8, 2017**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400015962

Awarded To: ALLEGIANCE INDUSTRIES INC
1 Windsor Cove, Suite 201
COLUMBIA SC 29223

Total Evaluated Amount: \$ 143,250.71

Total Potential Amount: \$ 716,253.60

Maximum Contract Period: May 8, 2017 through May 7, 2022

Item	Description	Unit Price		Total
00001	Security Guard w/students 1st shift	\$	11.89	\$ 25,967.76
00002	Security Guard w/students 2nd shift	\$	11.89	\$ 25,967.76
00003	Security Guard w/students 3rd shift	\$	11.89	\$ 51,935.52
00004	Security Guard Sat/Sun w/ students, 1st	\$	11.89	\$ 4,375.52
00005	Security Guard Sat/Sun w/ students, 2nd	\$	11.89	\$ 4,375.52
00006	Security Guard Sat/Sun w/ students, 3rd	\$	11.89	\$ 4,375.52
00007	Security Guard Sat/Sun w/o students, 1st	\$	11.89	\$ 8,751.04
00008	Security Guard Sat/Sun w/o students, 2nd	\$	11.89	\$ 8,751.04
00009	Security Guard Sat/Sun w/o students, 3rd	\$	11.89	\$ 8,751.04

Procurement Officer

Elsie Montgomery

Procurement



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of twenty-six (26) Ford Interceptor Sports Utility Vehicles for the Police Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$806,988.00. This vendor is located in Spartanburg, SC.

FINANCIAL IMPACT: Funding Source: General Services: Capital Replacement-Auto, Trucks and Heavy Equipment; 6308972-658500. The original budgeted amount is \$806,988.00.

ORIGINAL BUDGET: \$806,988.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

City Council is asked to approve the purchase of twenty-six (26) Ford Police Interceptor Sports Utility Vehicles, as requested by Fleet Services for the Police Department.

We respectfully request approval for this purchase using the SC State Contract 4400011999 vendor, Vic Bailey Ford, at the following quantity and cost plus S.C. sales tax.

Qty	Description	Unit Price	Extended Amount	Request Total
26	Ford Police Interceptor SUV	\$30,538.00	\$793,988.00	
	Sales Tax	\$500.00	\$ 13,000.00	
				\$806,988.00

Vic Bailey Ford is located in Spartanburg, SC 29304.

Sec 2-204. (9) Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provide in this article: when purchasing through state contracts.

ATTACHMENTS:

- **#a:** State Contract and Pricing (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

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

Section: V
 Page: 8
 Date: 11/1/2016

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

<u>Contract Number:</u>	4400011999	<u>Contractor:</u>	Vic Bailey Ford
<u>Initial Contract Term:</u>	12/14/2015 - 10/31/2016	<u>Address:</u>	PO Box 3568, Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	11/1/2016 - 10/31/2017	<u>Vendor #:</u>	7000079092
<u>Order Cut Off Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford Police Interceptor SUV	<u>Email:</u>	<u>dvetter@vicbaileyauto.com</u>
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE **\$26,843.00**

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

Optional Additions

Intentionally Left Blank

Optional Deductions

<i>Satellite Radio, Navigation, OnStar Type Equip</i>	Not Available
<i>Seating Material Front (Cloth to Vinyl)</i>	Not Available
<i>*Cloth Standard</i>	
<i>Seating Material Back (Cloth to Vinyl)</i>	\$184.00
<i>*Cloth Standard</i>	

[Return to Index](#)

VIG BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2017 FORD POLICE INTERCEPTOR SUV ALL WHEEL DRIVE

Truck, 4x2 Utility (SUV), Intermediate Size, 4 Door, All Wheel Drive, Pursuit Package, Flex-Fuel

Contract #: 4400011999

Standard Equipment Included:

3.7L V-6 Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Power Windows and Door Locks
AM/ FM Radio	Cloth Front Bucket Seats w/ Cloth Rear Bench Seat
Remote Keyless Entry	Carpeted Floor Covering
Cruise Control	Driver's Side Spotlight

SC STATE CONTRACT PRICE:

\$26,843.00 (plus tax)

Additional Available Options

Fire Engine Red Exterior Paint		\$1,002.00	
3.5L V-6 EcoBoost Engine - 99T		\$3,443.00	
Rearview Camera - Camera in Center Stack		Standard	
Rearview Camera - Mirror Display - 87R		No Charge	
Delete Full Wheel Covers		-\$45.00	(Deduct)
18" Aluminum Wheels - 64E		\$523.00	
Delete Interior Upgrade Package		-\$184.00	(Deduct)
Delete Spotlight		-\$160.00	(Deduct)
Front Headlamp / Police Interceptor Housing Only - 86P	Highly Recommended	\$131.00	✓
Front Headlamp Lighting Solution - 66A Lights are Red/Blue		\$890.00	
Front Headlamp Lighting Solution - 66A Lights are Blue/Blue		\$929.00	
Front Headlamp Lighting Solution - 66A Lights are Red/Red		\$929.00	
Tail Lamp / Police Interceptor Housing Only - 86T	Highly Recommended	\$64.00	✓
Tail Lamp Lighting Solution - 66B Lights are Red/Blue		\$445.00	
Tail Lamp Lighting Solution - 66B Lights are Blue/Blue		\$484.00	
Tail Lamp Lighting Solution - 66B Lights are Red/Red		\$484.00	
Rear Lighting Solution - 66C Lights are Red/Blue		\$477.00	
Rear Lighting Solution - 66C Lights are Blue/Blue		\$516.00	✓
Rear Lighting Solution - 66C Lights are Red/Red		\$516.00	
Cargo Wiring Upfit Package - 67G		\$1,399.00	✓
Ready for the Road Package - 67H (Red/Blue Lights)		\$3,568.00	
Ready for the Road Package - 67H (Red/Red Lights)		\$3,950.00	
Ready for the Road Package - 67H (Blue/Blue Lights)		\$3,950.00	
Ultimate Wiring Package - 67U		\$577.00	
Police Wire Harness Connector Kit - Front - 47C		\$110.00	✓
Police Wire Harness Connector Kit - Rear - 21P		\$135.00	✓
Engine Block Heater - 41H		\$95.00	
Auto Headlamps - 86L		\$120.00	
Dark Car Feature (Courtesy Lamp Disabled) - 43D		\$21.00	
Silent Mode - 43L		\$21.00	
Daytime Running Lights - 942		\$47.00	
Dome Lamp Red/White in Cargo Area - 17T		\$54.00	✓
Front Warning Auxiliary Light Red/Blue (Requires Option 60A)- 21L		\$577.00	
Front Warning Auxiliary Light Blue/Blue (Requires Option 60A) - 21L		\$714.00	
Forward Indicator Pocket Warning Light - 21W		\$668.00	
Interior Windshield Warning Lights - 96W		\$1,165.00	
Pre-Wiring for Grille Lamp, Siren and Speaker - 60A	Highly Recommended	\$54.00	✓
Side Marker LED - Sideview Mirrors Red/Blue - 63B		\$304.00	
Side Marker LED - Sideview Mirrors Blue/Blue - 63B BB		\$398.00	
Side Marker LED - Sideview Mirrors Red/Red - 63B RR		\$398.00	
Rear Quarter Glass Side Marker Lights Red/Blue - 63L		\$590.00	
Rear Quarter Glass Side Marker Lights Blue/Blue - 63L BB		\$688.00	

Rear Quarter Glass Side Marker Lights Red/Red - 63L RR				\$689.00	
Spot Light - Driver and Passenger Side - 51Z				\$143.00	
Spot Light - Driver Side Only - LED Unity - 51R				\$188.00	
Spot Light - Driver Side Only - LED Whelen - 51T				\$215.00	
Spot Light - Driver and Passenger Side - LED Unity - 51S				\$424.00	
Spot Light - Driver and Passenger Side - LED Whelen - 51V				\$471.00	
Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window - 92G				\$126.00	
Glass - Solar Tint 2nd Row Only - Privacy Glass on Rear Quarter and Liftgate Window - 92R				\$90.00	
Roof Rack Side Rails - Black - 68Z				\$163.00	
Deflector Plate - 76D				\$350.00	
Two-Tone Vinyl Wrap (Call for Optional Configurations)				\$877.00	
Vinyl Word Wrap (Call for Available Configurations)				\$831.00	
SYNC Basic - Hands Free Voice Activated Communication System - 53M	Highly Recommended			\$308.00	✓
Remapable (4) Switches on Steering Wheel - 61R				\$163.00	
Rear Door Handles Inoperable / Locks Operable - 68L				\$37.00	
Rear Door Handles and Locks Inoperable - 68G				\$37.00	
Hidden Door Lock Plunger and Rear Door Handles Operable - 52H				\$146.00	
Hidden Door Lock Plunger and Rear Door Handles Inoperable - 52P				\$169.00	
Rear Window Power Delete - Operable from Front Driver Side Switches - 18W				\$27.00	
Global Lock / Unlock Feature - 18D				No Charge	✓
Carpeted Floor Covering w/ Floor Mats w/ Interior Upgrade Package Deleted - 16C				\$131.00	
2nd Row Cloth w/ Interior Upgrade Package Deleted - 88F				\$64.00	
Power Passenger Seat - 87P				\$340.00	
Front Console Plate Delete				No Charge	✓
Rear Console Plate - 85R				\$37.00	
Vehicles Keyed Alike (Call for Available Codes)				\$54.00	
Ballistic Door Panels (LVL III) - Driver Front Door Only - 90D				\$1,657.00	
Ballistic Door Panels (LVL III) - Driver and Passenger Front Doors - 90E				\$3,314.00	
Ballistic Door Panels (LVL 4+) - Driver Front Door Only - 90F				\$2,524.00	
Ballistic Door Panels (LVL 4+) - Driver and Passenger Front Doors - 90G				\$5,047.00	
1 Spot Monitoring w/ Cross Traffic Alert - 55B				\$569.00	
Mirrors - Heated Sideview - 549				\$64.00	
Lockable Gas Cap - 19L				\$21.00	
Perimeter Anti-Theft Alarm (Requires Remote Keyless) - 593				\$126.00	
Delete Remote Keyless Entry				-\$210.00	(Deduct)
Reverse Sensing System - 76R	Highly Recommended			\$287.00	✓
Auxilliary Air Conditioning - 17A				\$637.00	✓
Badge Delete (Removes Police Interceptor Badging) - 16D				No Charge	
Cargo Storage Vault - 63V				\$255.00	
Scuff Guards (Protective Wrap Edging on Front of Both Rear Doors) - 55D				\$95.00	
My Speed Fleet Management - 43S				\$64.00	
Noise Suppression Bond Straps - 60R				\$105.00	
PTU Cooler - Power Take Off Unit - Severe Duty (EcoBoost Engine Only) - 52B				\$3,057.00	
100 Watt Siren/Speaker (Includes Bracket and Pigtail) - 18X				\$314.00	
ESP w/ Maintenance Plan				Call for Pricing	
Trailer Hitch and Wiring - Aftermarket Installed				\$450.00	

Ext. White
int - Grey

SA
9-5-17

30,538.00
+ TAX 500.00
TOTAL 31,038.00
X 26
262 → \$ 806,988.00



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Motorola Radios, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$2,116,563.75. This vendor is located in Blythewood, SC.

FINANCIAL IMPACT: Funding Source: Police Administration Services – Radio Equipment 1012402 –627800. The original budgeted amount is \$2,116,563.75.

ORIGINAL BUDGET: \$2,116,563.75

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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, or except as otherwise provided in this article:
(9) When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Motorola State Contract and Quote (PDF)



PROCUREMENT SERVICES

Contract 4400013531[Back to Initial Screen](#)**Validity Start** 07/01/2016**Validity End** 06/30/2021**Target Value** \$ 10,000,000.00**FEIN** 36-1115800**Bid Invitation****Contract Notes****Vendor 7000007297**

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
217 CARTGATE CIRCLE
BLYTHEWOOD SC 29016

District**E-mail****Telephone****Fax Number****Minority Status** Not Applicable**Contract Items**

One Item found.

Item Pricing

00010 Mobile Radio Communications

Material Group: 72524 - frequency data communication
equipment, radio (including identification equipment)

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

Lease Purchase Sales Contract

Motorola Solutions, Inc. ("Motorola") and the City of Columbia, South Carolina ("Customer") enter into this amendment to the South Carolina State Contract No. (the "State Contract"), pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties further agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola's Quote/Proposal dated September 1, 2017
Exhibit B	South Carolina State Contract No. 4400013531
Exhibit C	Equipment Lease Purchase Agreement Delivery and Acceptance Certificate

Section 2 SCOPE OF WORK

Motorola will provide and the Products and perform its other contractual responsibilities, all in accordance with the applicable terms and conditions of the State Contract, Exhibit B. Customer will perform its contractual responsibilities in accordance with this Agreement. If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 3 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,116,563.00, including sales taxes and freight. Customer will pay a down payment of \$621,522.00, due and payable to Motorola upon contract execution. The balance of the Contract Price, \$1,495,041.00 will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. The Equipment Lease-Purchase Agreement is the agreement by which Customer finances a portion of the Contract Price. If applicable, a pricing summary is included with the Payment schedule. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

5.2. **TITLE, AND RISK OF LOSS.** Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3. **INVOICING AND PAYMENT.** Customer will pay Motorola will submit invoices to Customer and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

The address for the final destination where the Equipment will be delivered to Customer is:

Customer may change this information by giving written notice to Motorola.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Columbia

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Exhibit C**EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

PreSales Supplemental Form

▼ General Information

Opportunity Name	P25 Subscribers	Presale Resource Request Name	PS-000056605
Proposal Type	Sole Source/Negotiated (Unsolicited, Firm)	Account Name	COLUMBIA, CITY OF
Is MSI Prime/Subcontractor/Consortium	Prime	xxCustomer Number	1000745234
Territory	T4-E	xPrimary competitor	
State / Province	South Carolina	Customer Relationship	
Competitive Call Needed	No	Market	
Primary Solution	ASTRO BLACK BOX SUBSCRIBER ONLY	Route to Market	Direct
Bookings Owner	<u>Wayne Lynch</u>	SPT Indicator	
Manager	<u>Ed Harr</u>		
Transaction Number	3106060	Opportunity Reference #	

▼ Timing

Opportunity Management (CAP) Call Date		Wrap Date Request	3/6/2015
Close Date	11/16/2017	RFx/Proposal Due Date	9/7/2016
Proposal Delivered Date			

▼ Project Information

Platform		Number of sites	
Is proposed System Analog or Digital?	Digital	Proposed Number of Console Positions	
Hosted By		Proposed Number of Channels	

▼ Lifecycle Support and SI Services

Coverage Test Required	No	Number of Post Warranty Years	
Proposal Resource Needed	No	Number of Hard Copies	
Training Needed		Number of Soft Copies	

▼ Finance / Legal

Performance Bond Required	No	Lease Agreement Required	Yes
---------------------------	----	--------------------------	-----

Bid Bond	No	Type of Contract Agreement	Extension of Existing
Any additional items at fixed price?		Proposed Payment Terms	Standard
Insurance Needed	No		

▼ Pricing

Amount	USD 1,510,000.00	How is this funded
Frame Agreements/Contract for Discount	SC contract	Bid Strategy
Customer Pays Freight	No	What goods and services are outlined?

▼ Project Notes

Project Description 425 APX 6000 portables

▼ Project Resources

System Integration Lead	Proposal Lead
Proposal Support	Engineer Manager Federal
Proposal Center Manager	Service Manager
Margin Capture Lead	<u>Louie Pavlidis</u>
Pricing Manager/BDM/BCM	Service Lead
Finance Lead	Legal/Contracts Lead
Connie Vuong	<u>Judy Jean-Pierre</u>
	Judy Jean-Pierre

▼ Products

Product	Quantity	Total Price
ASTRO Devices	1.0	1500000.0
Services - Hardware Maintenance	1.0	10000.0

Proposal


MOTOROLA

TO: City of Columbia
Police Department

ATTN: Major Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
425	H98UCH9PW7BN	APX6000 700/800 Model 3 Portable includes: Bluetooth, IV&D,GPS	\$2,591.25	\$1,101,281.25
425	Q806	Digital Operation	\$386.25	\$164,156.25
425	H38	Smartzone Operation	\$900.00	\$382,500.00
425	Q361	P25 Software	\$225.00	\$95,625.00
425	QA01749	ASK software key		
425	QA01833	EXTREME 1-Sided noise reduction	\$18.75	\$7,968.75
425	Q15	AES,DES,DES-XL,DES-OFB encryption	\$599.25	\$254,681.25
425	H869	Add Multi Key	\$247.50	\$105,187.50
425	H885BK	2 Year Repair service advantage	\$90.00	\$38,250.00
425	PMMN4069A	IMPRES Remote Speaker mic	\$90.75	\$38,568.75
425	NNTN8860A	Impres 2 Single Unit Charger	\$112.50	\$47,812.50
425		PROMO for Columbia	(\$650.00)	(\$276,250.00)
			Equipment	\$1,959,781.25
			Taxes @ 8%	\$156,782.50
			Installation	
			Other	
			TOTAL	\$2,116,563.75
Terms:		net 30		
Shipment FOB		Origin		
Delivery		4 weeks		
Date		7-Sep-17		
State Contract #		4400013531		
B&Q #		19009		



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #1 for Project SD8360; Water Quality Monitoring Operation and Maintenance, as requested by Columbia Water. Award to Woolpert in the amount of \$174,410.99. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: 5534202-SD8360-638305. The original budgeted amount for this Contract Amendment is \$180,000.00.

The following sub-consultants will provide additional services:

Rogers & Callcott of Columbia, SC will provide laboratory analytical services at \$15,000.00 (8.6%) of the value.

YSI, Inc., of Yellow Springs, Ohio, will provide equipment and calibration solutions for multi-parameter data sondes services at \$5,000.00 (2.9%) of the contract value.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide survey and engineering design services at \$15,000.00 (8.6%) of the contract value.

ORIGINAL BUDGET: \$180,000.00

CLEAN WATER 2020?: No

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

The above referenced Contract Amendment is to compensate the Engineer for conducting operation and maintenance activities associated with the nine (9) stormwater quality monitoring stations currently in operation throughout the city in Columbia, SC. This amendment is to extend the

expiration date from August 19, 2017 to December 31, 2017. The extension is needed while the City prepares a solicitation for new services. The services being provided will encompass the following:

- Task 1 Discharge Measurement/ Programming
- Task 2 Operation and Maintenance
- Task 3 Grab Sampling
- Task 4 Data Management/Statistical Analysis
- Task 5 Data management/Statistical Analysis/ Reporting

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

ATTACHMENTS:

- **#a:** Woolpert.2017.WaterQualityMonitoringOperationandMaintenance.CA1 (PDF)
- **#b:** Monitoring Station Locations (PDF)

Agreement for Engineering Services
Water Quality Monitoring Operation and Maintenance
Project Funding Number: SD8360

Woolpert and City of Columbia, SC

Contract Amendment # 1

August 29, 2017

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert (Engineer) dated July 19, 2016 (Agreement) to compensate Engineer for conducting operation and maintenance activities associated with the nine (9) stormwater quality monitoring stations currently in operation throughout the city in Columbia, SC. This amendment is to extend the expiration date from August 19, 2017 to December 31, 2017. The extension is needed while the City prepares a solicitation for new services. The services being provided will encompass the following services:

- Task 1 Discharge Measurement/ Programming
- Task 2 Operation and Maintenance
- Task 3 Grab Sampling
- Task 4 Data Management/Statistical Analysis
- Task 5 Data management/Statistical Analysis/ Reporting

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:	\$ 448,472.00
Previous Change Orders:	\$ 49,425.01
This Change (addition):	\$ 174,410.99
Revised Contract Price:	\$ 672,308.00

Additional funds are to be provided in the following manner: 5534202-SD8360-638305

This Change is Acceptable:

By: Brian T. Bates Title: SENIOR ASSOCIATE Woolpert

Recommended by: Sandra A. Wright Date: 9/5/17
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

Approval of Change: _____ Date: _____
Teresa Wilson, City Manager

Woolpert.2017.Monitoring.SD8360.CA1.nj.doc

APPROVED AS TO FORM

[Signature] 8/31/17
Legal Department City of Columbia, SC

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

Project: Phase 5 Monitoring Scope Extension Through December 31, 2017

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 and Telephone Number	WBE/MBE/DVBE Information	Services/Materials to be Provided	Cost of Service (\$ Value)
Rogers and Callcott Environmental 215 Stoneridge Dr. Columbia, SC 29210	(803)-509-8999	n/a	Laboratory Analytical Services	\$15,000
YSI Incorporated 1700/1725 Brannum Lane Yellow Springs, Ohio 45387-1107	(937) 767-7242	n/a	Equipment and calibration solution for multi-parameter data sondes	\$5,000
4D Engineering 305 N. Lake Drive Lexington, SC 29072	(803) 356-0909	WBE	Survey and engineering design services	\$15,000

TOTAL: \$35,000

I certify this information is true and correct.



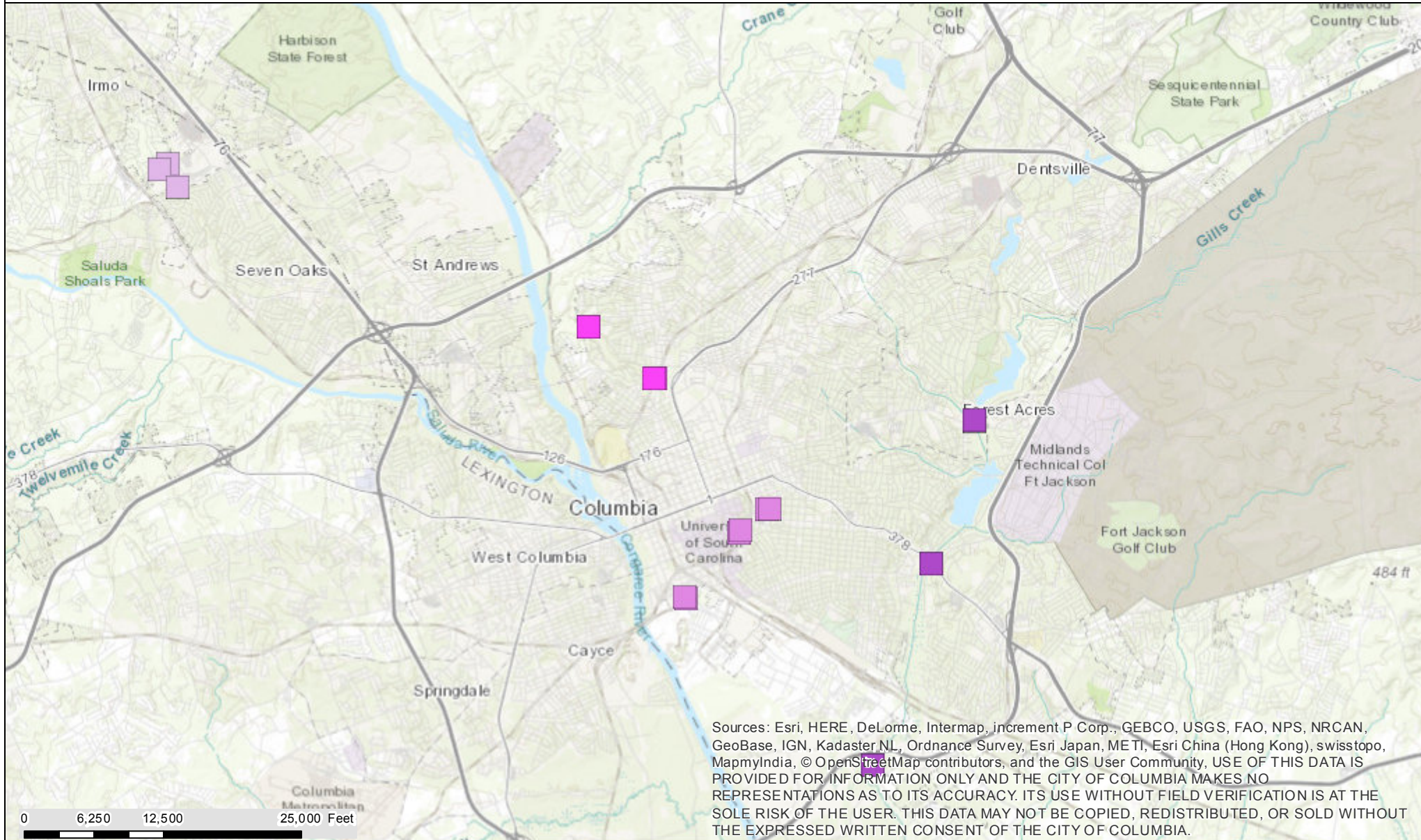
City of Columbia

City of Columbia - Monitoring Station Locations

14.b



Wednesday, September 13, 2017



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 165



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Final Contract Renewal for Sodium Chlorate, as requested by Columbia Water. Award to Water Solutions, in an amount not to exceed \$209,000.00. This firm is located in West Haven, CT.

FINANCIAL IMPACT: Funding Source: Lake Murray Water Treatment Plant-Chemicals; 5516207-624800. The original budgeted amount is \$209,000.00.

ORIGINAL BUDGET: \$209,000.00

STRATEGIC GOALS: Foster a healthy quality of life

This is the final one-year option to extend as stated in the original contract awarded to Water Solutions, Bid #024-15-16.

ATTACHMENTS:

- **#a:** Extension letter and Bid-024-15-16 (PDF)



August 11, 2017

**Ms. Karen M. Tomsheck
Water Solutions/A Division of Azure
280 Callegari Drive
West Haven, CT 06516**

Re: Contract Extension, BID# 024-15-16

Dear Ms. Tomsheck,

The current awarded period on the above referenced contract expired on June 30, 2017. There is an option to extend for one (1) additional one year under the same terms and conditions. The City of Columbia would like to exercise the additional one-year option to extend until June 30, 2018.

This extension is subject to the approval of the City Manager, City Council for the City of Columbia and/or their authorized designee for an amount not to exceed \$209,000.00.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional year, ending June 30, 2018 at the agreed upon unit cost of \$.56 per pounds based on the CPI. All other terms and conditions will remain the same during the contract term.

Also, please sign in blue ink, scan and email a copy of this signed letter back to our office no later than 5:00 PM on Monday, August 14, 2017. In addition, please mail the original signed version of this letter back to me while retaining a copy for your files.

I am looking forward to your response.

La Tasha A. Terry

La Tasha Anne Terry, Buyer

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

I agree to extend the current contract (BID# 024-15-16) for the final year option, at the rate of \$.56 per pounds, ending June 30, 2018. All other terms and conditions as outlined in BID 024-15-16 are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

Karen M Tomsheck

8/16/17

Signature/ Date

Karen M Tomsheck /CFO

Printed Name of Signer/ Title

Comments: _____

Sandra A. Wright

Sandra A. Wright

Purchasing Agent Signature

8/23/17

Date

Teresa B. Wilson

Teresa B. Wilson

City Manager Signature

9-5-2017

Date

APPROVED AS TO FORM

ggz 8/29/17

Legal Department City of Columbia, SC

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

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT	
Date: January 12, 2016	Bids will be opened at 10:00 A.M. on 01/26/16 and may not be withdrawn within 60 days after such date and time.	Bid No: 024-15-16	
Bid Title: Sodium Chlorate (Purate) & Sulfuric Acid		Reason For No Bid:	
Vendor Name: Water Solutions A Division of Azure		 AUTHORIZED SIGNATURE (MANUAL) Karen M Tomsheck AUTHORIZED SIGNATURE/TITLE (TYPED) ktomsheck@azurewaterservices.com E-MAIL ADDRESS	
Vendor Mailing Address: 280 Callegari Drive			
City-State-Zip: West Haven, CT 06516			
Telephone No: (203) 932-3655			
Fax No: (203) 933-1751			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.			
General Conditions			
Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.			
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.			
2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.			
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.			
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.			
A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.			
B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.			
C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.			
D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.			
E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.			
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.			

Bid No.024-15-16 Sodium Chlorate (Purate) & Sulfuric Acid

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PURCHASING DIVISION
1136 WASHINGTON STREET 4TH Floor
COLUMBIA, S.C. 29201

I N V I T A T I O N F O R B I D S

Sealed bids for Sodium Chlorate (Purate) & Sulfuric Acid is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until January 26, 2016 10:00 (A.M.) (EST) then publicly opened and read. The commodities and/or services must be furnished as specified and delivered to Lake Murray Water Treatment Plant at 102 Rocky Point Drive, Columbia, SC 29212. The award will be made to the lowest responsible and responsive bidder.

Bid No. 024-15-16

By: Michelle Novak, Buyer
 Michelle Novak

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

1. LOT #1 Sodium Chlorate (Purate) (Liquid)	\$* <u>193,600</u>
*Total Cost from Page 7, LOT #1 must be submitted on Bid Online	
2. LOT #2 Sulfuric Acid 78% (Liquid)	\$* <u>76,800</u>
*Total Cost from Page 7, LOT #2 must be submitted on Bid Online	

BID AS SPECIFIED, NO SUBSTITUTIONS OR ALTERNATIVES FOR SIMILAR ITEMS WILL BE ACCEPTED. AWARDS WILL BE MADE BY LOT, BASED ON THE MOST ECONOMICALLY ADVANTAGEOUS AND RESPONSIVE BID FROM RESPONSIBLE OFFERS RECEIVED.

Note:

1. In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail, and/or hand deliver pages 1, 4, 7-10 of bid package as well as all literature and specifications before bid opening. If delivered package must clearly be marked BID #024-15-16 Sulfuric Acid and Sodium Chlorate (Purate).
2. All questions must be submitted to Bid Online by January 20, 2016 at 10:00 AM. (EST)
3. All bids (pricing) must be submitted online. DO NOT include the sales tax in the price
4. All bid prices must include all costs of transportation to the required destination.

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise may be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

Bid No.024-15-16 Sodium Chlorate (Purate) & Sulfuric Acid

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III. SPECIFICATIONS

LOT #1 Sodium Chlorate (Purate) (Liquid)

Product must be ANSI/NSF standard 60 certified, shall be registered with NSF for drinking water and approved by the South Carolina Department of Health and Environmental Control for use in drinking water treatment.

- Shall contain 40% Sodium Chlorate and 5-10% Hydrogen Peroxide.
- Shall have a density of 1.37 at 20 degrees Celsius.
- Shall be shipped in 3,300 gallon - 3,800-gallon stainless steel tank truck.
- Shall be delivered by commercial motor freight or by private company truck and delivered to the loading platform at the Plant. Trucks delivering the Liquid Purate shall be equipped with pumps and manned to unload into receiving tanks at the Plant without help from Plant personnel.

The annual supply requirement is estimated to be 352,000 pounds, approximately 8 truckloads per year.

Lot #1	Unit	Quantity	Unit Price	Total
Sodium Chlorate (Purate)	Pounds (Lbs.)	352,000	\$.55	\$* 193,600

(*Cost to be entered in Bid Online & Page 4)

LOT #2 Sulfuric Acid 78% (Liquid)

Product must be ANSI/NSF standard 60 certified, shall be registered with NSF for drinking water and approved by the South Carolina Department of Health and Environmental Control for use in drinking water treatment.

- Shall contain 78% Sulfuric Acid.
- Shall have a density of 1.71 at 16 degrees Celsius.
- Shall be shipped in 3,300 gallon- 3,800 gallon stainless steel tank truck.
- Shall be delivered by commercial motor freight or by private company truck and delivered to the loading platform at the Plant. Trucks delivering the Sulfuric Acid shall be equipped with pumps and manned to unload into receiving tanks at the Plant without help from Plant personnel.

The annual supply requirement is estimated to be 384,000 pounds, approximately 8 truckloads per year.

Lot # 2	Unit	Quantity	Unit Price	Total
Sulfuric Acid 78%	Pounds (Lbs.)	384,000	\$.20	\$* 76,800

(*Cost to be entered in Bid Online & Page 4)



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Water Main Relocation Services at Lindler Road and Old Lexington Highway, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., a Local Business Enterprise in an amount not to exceed \$271,238.00. This firm is located in West Columbia, SC.

FINANCIAL IMPACT: Funding Source: 5529999-WM438801-658650-Murray Lindler Road and Old Lexington Highway Traffic Circle - The original budgeted amount is \$224,000 and the remaining \$47,238.00 was transferred from WM33518-Utility Conflicts-Annual.

This is a Mentor Protégé Project. Northeast Backflow of Lugoff, SC is the Protégé and will provide services at \$100,000.00 (40%) of the total contract value.

Sub-consultant Fortiline Waterworks of Lexington, SC will provide material services at \$75,000.00 (30%) of the contract value.

ORIGINAL BUDGET: \$224,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

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

Four (4) bids were received for the construction service of Water Main Relocation at Lindler Road and Old Lexington Highway (BID#015-17-18-CCP) as requested by Columbia Water.

The total construction time allocated for this project is sixty (60) days after the notice to proceed is issued. I respectfully request City Council's approval of these

services from Carolina Tap & Bore, Inc. of West Columbia, SC, a Local Business Enterprise, at an amount not to exceed \$271,238.00.

Carolina Tap & Bore, Inc. of West Columbia, SC is the Mentor for this project, and Northeast Backflow of Lugoff, SC is the Protégé.

Base Bid	\$246,580.00
Contingency 10%	\$ 24,658.00
Total (Not to Exceed)	\$271,238.00

This will be charged as follows:

5529999-WM438801-658650	\$271,238.00
Murray Lindler/Old Lexington Traffic Circle	

ATTACHMENTS:

- **#a:** Contract for Water Main Relocation at Lindler Rd. and Old Lexington Hwy. - approved by Legal - 17090726 (PDF)
- **#b:** Engineering Recommendation (PDF)
- **#c:** Revised Bid Tabulation (PDF)
- **#d:** Compliance Memo (PDF)
- **#e:** MPP Implementation Plan (PDF)
- **#f:** Business Information Record (PDF)
- **#g:** Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

WM438801

Water Main Relocation at Lindler Road and Old Lexington Highway

Bid #015-17-18-CCP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Carloina Tap & Bore, Inc.** with legal address and principal place of business at **2430 Morningside Drive, West Columbia, SC 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Forty-Six Thousand Five Hundred Eighty Dollars and Zero Cents (\$246,580.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered 1 through 7, inclusive and dated November 14, 2016.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20__.

Contractor

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

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

APPROVED AS TO FORM

 9/26/17
Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4

From: [Bolling, Andrea R](#)
To: [Clark-Pitchford, Carla M](#)
Cc: [Porth, Gary B](#); [Culclasure, Susan](#)
Subject: RE: BID ANALYSIS: BID 015-17-18-CCP WM Relocation at Murray Lindler Rd & Old Lexington Hwy
Date: Tuesday, September 05, 2017 3:12:55 PM

Carla,

After reviewing the bid analysis for WM4388 (Murray Lindler road and Old Lexington Highway), the apparent low bidder is Carolina Tap & Bore, Inc. at \$246,580.00. It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$271,238.00. Please let me know if you have any questions or need additional information.

Thanks!

-Andrea



Andrea Bolling, PE CFM
Assistant City Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
ARBolling@ColumbiaSC.Net
 Phone: (803) 545-3379
 Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Clark-Pitchford, Carla M
Sent: Friday, September 01, 2017 9:45 AM
To: Hammond, Salathiel
Cc: Porth, Gary B; Robinson, Lawana C; Bolling, Andrea R
Subject: FW: BID ANALYSIS: BID 015-17-18-CCP WM Relocation at Murray Lindler Rd & Old Lexington Hwy

Salathiel:

Per your request and our phone conversation. I have received approval from compliance but have yet to receive a recommendation from Engineering. Thanks.

~Carla

From: Clark-Pitchford, Carla M
Sent: Wednesday, August 30, 2017 2:40 PM
To: Culclasure, Susan
Cc: Porth, Gary B; Bolling, Andrea R; Morgan III, Leon (Max) M
Subject: BID ANALYSIS: BID 015-17-18-CCP WM Relocation at Murray Lindler Rd & Old Lexington Hwy

Rhett:

Good afternoon.

Attached is the Bid Tabulation and Bid Analysis for the above stated project. The apparent low bidder response by Carolina Tap & Bore, Inc. of West Columbia is \$246,580.00 (\$271,238.00 with 10% contingency). The estimated cost for this project was \$224,126.10 with contingency. The yellow highlighted area indicates that URSource Contracting, LLC did not submit a bid. I will be sending bid response documents to compliance for review. This project was affiliated with the Mentor Protégé Program.

Please advise of the recommendation to move forward with this proposed bid. If anything further is needed, please let me know.

~Carla M. Clark-Pitchford~

Carla M. Clark-Pitchford

Bid Coordinator

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Office: 803-545-4641

Fax: 803-733-8408

cmclarkpitchford@columbiasc.net

"Together we will build a world-class city."

REVISED BID TABULATION

16.c

Event Number	BID015-17-18-CCP	Organization	City of Columbia, SC
Event Title	WM Relocation at Lindler Road and Old Lexington Highway (MPP)	Workgroup	Purchasing
Event Description	Pre-bid Meeting is August 16, 2017 at 10:30am.	Event Owner	Carla Clark-Pitchford
Event Type	IFBs	Email	cmclarkpitchford@columbiasc.net
Issue Date	8/11/2017 04:00:00 PM (ET)	Phone	803 (545) 4641
Close Date	8/30/2017 10:30:00 AM (ET)	Fax	

Responding Supplier	City	Response Submitted	Lines Responded	Response Total
Carolina Tap & Bore, Inc.	West Columbia	8/30/2017 09:52:35 AM (ET)	1	\$246,580.00
LAD Corporation of West Colum	Swansea	8/30/2017 08:55:54 AM (ET)	1	\$253,101.00
Shady Grove Construction, LLC	Irmo	8/30/2017 07:39:40 AM (ET)	1	\$290,310.12
mcclam & associates inc	little mountain	8/30/2017 10:02:38 AM (ET)	1	\$516,636.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Carla M. Clark-Pitchford, Bid Coordinator
Department of Procurement and Contracts Management

DATE: August 30, 2017 INITIALS: CCP

SUBJECT: PROJECT: BID 015-17-18-CCP WM Relocation at Murray Lindler Rd & Old Lexington Hwy (Mentor Protégé Project)

Bids for this project were opened publicly at 10:30 a.m., August 30, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protege Program. The apparent *responsive* low bidder is Carolina Tap & Bore, Inc., West Columbia, SC at \$246,580.00.

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

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

Thank You.

Review Approved: _____

Ayesha Driggers
Ayesha Driggers Compliance Administrator

DATE: _____

8/30/17



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: August 30th, 2017

Project Number: Bid No: 015-17-18-CPP

Mentor: Carolina Tap & Bore, Inc.

Project Name: WM Relocation Murray Lindle

Protégé: Northeast Backflow

Duration of the Project: 60 Days

Project Contract Amount: \$246,580.00

Protégé Amount: \$100,000.00

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

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

Both Parties will provide manpower, equipment & purchase materials. The work will be segmented such that the mentor will be responsible for piping installation along certain streets and the protege will be responsible for piping along other streets. Traffic control items will be provided by the Mentor for the use of both parties. Foreman from each company will meet and formulate a plan for achieving the work.

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

The Protege's personnel have the opportunity to work with city inspectors and have assistance from well-conditioned field people. The Protege will purchase materials which will provided the opportunity to increase their creditworthiness. The Protege' will gain experience in staffing a job with personnel and equipment.

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

The Mentor & Protege team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning & applications; equipment and personnel requirements; and establish date sensitive goals.



CITY OF COLUMBIA

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

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

Mentor:

The Mentor will provide a foreman & three experienced workers & equipment as needed.

Protégé:

The Protege will provide a foreman & two workers & materials needed to complete the job.

Subcontractors:

NONE

Special Arrangements:

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

a. Description of Mentor's responsibilities:

The Mentor will provide the bonding; accomplish his portion of the work; provide office & field guidance to the Protege; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The Protege' will accomplish his portion of the work; purchase materials' invoice Carolina Tap & Bore, Inc for work achieved.

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

Clean up, asphalt, restoration & traffic control

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

A) Pipe Installation & Water Services - 1.0 Month - Mentor & Protege'

B) Flowable Fill & Asphalt Work - 0.75 Mo. - Mentor & Protege' C) Misc. & Clean up - 0.25 Mo. - Mentor & Protege



CITY OF COLUMBIA

Department of Utilities and Engineering Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

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

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protege' will improve his credit worthiness and knowledge of purchasing materials while gaining field experience for the protege's people. As projects are won & completed the Protege's reputation will be enhanced with piers.

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

The Mentor & Protege' team leaders will meet monthly to discuss payment applications; progress; problems; etc..

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

Typically the Protege' will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the Mentor's billing to the City. The funds will be distributed upon receipt from the City.



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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
NONE						

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

Protégé Contract Value: \$100,000.00 _____

Percentage of Contract: 40% _____ (Minimum of 20% of total contract amount is required)



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Department of Utilities and Engineering
Compliance Division

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Carolina Tap & Bore (Mentor Firm) this 30 day of August, 2017.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: Corporate Secretary

EXECUTED by Northeast Backflow (Protégé Firm) this 30 day of August, 2017.
Corporate SEAL
By: Tony Campbell
Title: Vice President

ATTEST:
By: [Signature]
Title: Secretary

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this ____ day of _____, 20____.

By: _____

Title: _____

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Northeast Backflow - Protege' 1138 Otis Richardson Rd. Lugoff, Sc 29078	Tony Campbell 803-309-0841	Services & Materials	\$100,000.00	40 %	WBE	
Fortiline Waterworks 221 Laurel Road Lexington, SC 29073	jason Rapp 803-600-5402	Material	\$75,000.00	30 %		
				%		
				%		
				%		
				%		

TOTAL: \$ 175,000.00

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

Business Name: Carolina Tap & Bore, Inc.

Representative Name / Title: Richard Young / President

Date: August 30th, 2017

NOTES:

1. EXISTING CONDITIONS SURVEY PREPARED BY:
- CITY OF COLUMBIA
DEPARTMENT OF UTILITIES AND
ENGINEERING
P.O. BOX 14
COLUMBIA, SC 29217
PHONE: (803) 545-3400
2. ALL FITTINGS, VALVES, AND CONNECTIONS SHALL BE RESTRAIN JOINT.
3. ADHERE TO THE PROJECT SPECIFICATIONS AND COORDINATE WITH CITY STAFF TO LOCATE AND OPERATE EXISTING SYSTEM VALVES AND HYDRANTS FOR CONNECTIONS TO EXISTING WATER MAINS AND TEMPORARY ISOLATION OF EXISTING WATER MAINS.
4. INSTALL SODDING ON ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED IN THE SPECIFICATIONS.
5. ALL PROPERTIES (INCLUDING DRIVEWAYS) DISTURBED DURING OR AS A PART OF CONSTRUCTION, SHALL BE RESTORED TO THEIR PRE-EXISTING OR BETTER CONDITION.
6. PROVIDE TEMPORARY WATER SERVICE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS TO ALL EXISTING WATER METERS, AS NEEDED, IN COORDINATION WITH PROJECT PHASING, ABANDONMENT AND REMOVAL OF SPECIFIED SECTION OF EXISTING WATER MAINS, AND APPROVAL TO OPERATE NEWLY INSTALLED WATER MAINS.

MURRAY LINDLER RD AND OLD LEXINGTON HWY
VICINITY MAP

SCALE 1:2000 FT



MURRAY LINDLER RD AND OLD LEXINGTON HWY
SHEET LAYOUT

SCALE 1:400 FT



GENERAL NOTES:

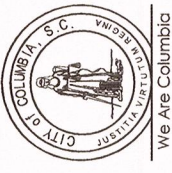
1. ALL RIGHT-OF-WAYS, PROPERTY LINES, ETC., ARE APPROXIMATE. NO PROPERTY SURVEY HAS BEEN PERFORMED.
2. LOCATION OF ALL UTILITIES ARE APPROXIMATE. CONTRACTOR IS TO FIELD DETERMINE THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES. FOR SPECIFIC LOCATION OF UTILITIES, CALL PALMETTO UTILITY PROTECTION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

LEGEND

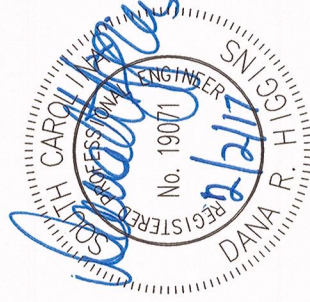
	EXISTING WATER MAIN		UNDERGROUND ELECTRICAL																																																								
	ABANDON WATER MAIN		OVERHEAD ELECTRICAL																																																								
	PROPOSED WATER MAIN		POWER/UTILITY POLE																																																								
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	EXISTING STORM DRAIN MANHOLE		FIBER OPTIC CABLE																																																								
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	SILT FENCING		PROPERTY LINE																																																								
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	BENCHMARK		CENTER LINE																																																								
	HUB/PK NAIL		ASPHALT PAVEMENT OVERLAY																																																								
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	TREE REMOVAL		TREE REMOVAL																																																								

CITY OF COLUMBIA

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



APPROVED BY:



CITY ENGINEER

REVISION

NO. DATE INITIALS

RELOCATION
AT MURRAY LINDLER RD
AND OLD LEXINGTON HWY

PROJECT TITLE:

SHEET TITLE:

VICINITY MAP,
LEGEND, &
GENERAL NOTES

DESIGNED BY:	SRC
DRAWN BY:	MLS
BOOK NO:	
DATE:	11/14/16
PROJECT NO:	WM4388
SHEET NO:	2 OF 7



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve services for Filter Screen Repairs at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Parkson Corporation, as a sole source in an amount not to exceed \$373,157.28. This vendor is located in Fort Lauderdale, FL.

FINANCIAL IMPACT: Funding source: Metro WWTP: FEMA/ October 2015 flood; 2536208-638400 SS7445. The original budgeted amount is \$373,157.28.

ORIGINAL BUDGET: \$373,157.28

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- **#a:** Sole source justification (PDF)
- **#b:** Quote (PDF)

Requisition # R183885JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP Division,
(1)
Metro WWTP Aquaguard Screen AG-S-A and OEM Parts
(2)
as a sole source procurement from Parkson
(3)

based upon the following justifications: As a result of the October 2015 storm and flood event, the City of Columbia's Metro Wastewater Treatment Plant incurred damages to the Aquaguard Screen AG-S-A and associated parts necessary for installation and repair/replacement. The initial purchase of the screen equipment was accomplished through a public bid solicitation on April 22, 2010, and Parkson Corporation (the Original Equipment Manufacturer, OEM) was selected to provide the equipment. In addition to favorable pricing, the Aquaguard Screen equipment is compatible with other components of the City's wastewater treatment plant system. When the equipment was found to be damaged after the October 2015 storm, the City of Columbia sought pricing to accomplish a repair through Heyward Inc, an authorized repair agent for the specialized screen equipment. Heyward provided a price quote for \$678,000 to repair the damaged equipment. This quote included pricing from the OEM (Parkson Corporation) to repair/replace the equipment, as well as pricing to dismantle the building to remove the equipment to accomplish the requisite repairs, and then reinstall the repaired screens and rebuild the enclosing structure. The OEM is the only source for the replacement parts necessary to repair the equipment. The OEM also offers a certified rebuild with a one (1) year mechanical warranty. In an effort to achieve more fair and reasonable pricing, the City arranged an onsite visit from the OEM to examine the damaged screen and equipment, and discuss alternative and less costly repair options. As a result of the site visit, and further consideration of alternative repair methods, the OEM was able to provide a much-reduced price for the repair of the screen and equipment. The pricing provided by the OEM indicates that 76% of the total price is associated with parts and equipment, and the remaining 24% is associated with labor and profit.

This sole source is valid through June 30, 2018Amount \$ 373,157.28UTILITIES

Department

- See Landmarks
appraisal
attached

STR

Signature of Department Head

8.2.17

Date

Signature of Purchasing Agent

8/25/17

Date

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

Signature of Finance Director

9-1-17

Date

Signature of Asst. City Manager

9/12/17

Date

Signature of City Manager

9/12/17

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

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.



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	La'Toyia T. Davis	Date:	July 1, 2017
Company:	Columbia, SC Dept of Utility Operations- Metro WWTP	From:	Richard Musante
Tel:		Tel:	(814) 659-1214
Fax:		Fax:	
Email:		Email:	rmusante@parkson.com
# Pages:	1	Cc:	Dave Johnson
Subject:	Product: Aquaguard Screen AG-S-A		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Richard Musante

Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Kansas City ♦ Montreal ♦ Dubai

www.parkson.com
technology@parkson.com

Rev 5 AF-008

Quotation

NUMBER: B02010781 D
TO: Columbia WWTP
 1200 Simon Tree Ln.
 Columbia, SC

Attn:
Tel:
Fax:
E-Mail:

DATE: March 20, 2017
REF.: Project Name: Columbia WWTP
 Project Location: Columbia, SC
 Original Serial #: 201136
 Rebuild #: B02010781

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this *Rebuild/Retrofit Quotation* for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

Existing Units: Three
 Unit #: 201136
 Model: AG-S-A

1.A Existing Equipment:

Description

Screen Width: 5 ft. 10-1/2 in.
 Solids Discharge Height: 16.5 ft.
[as measured from the bottom of the channel to the discharge point]
 Screen Angle: 75 °
 Screen Opening: 6 mm
 Application / Industry: Municipal

Materials of Construction

Elements: high impact polycarbonate alloy
 Frame: 304 SS
 Conveyor Chain: 304/410
 Filter Element Shafts: 304 SS
 Side Plate: high impact phenolic

1.B The following items are needed for the rebuild of three screens:

<u>Item Description</u>	<u>Quantity</u>
Complete Screen Assembly Includes all filter shafts, snap rings, side and center conveyor chain, spacer washers, side plates and filter elements	3

ITEM 2 OFFERINGS - PURCHASE PRICE**2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (3 Units)**
.....\$345,516.00 USD

1. To ensure work site safety, customer/owner is responsible thoroughly cleaning, pressure washing and disinfecting the unit. Customer is also responsible for disconnecting all electrical and water from the unit so it can be pivoted from the channel.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
5. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,000 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNIT(S) ONLY:

1. Add/Deduct.....\$ USD

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS**4.A Schedule:**

- ☒ Submittal Phase not required on this project.
- ☒ Parts availability: 8 - 10 weeks following receipt of acceptable written Purchase Order.
- ☒ Field/on-site rebuild will be accomplished within 4 weeks after parts are delivered to customer, but in no event later than 90 days.

☒ Rebuild must be completed within 90 days after parts arrive on-site.
Dates are subject to confirmation upon receipt of written Purchase Order.

4.B Validity:

☒ Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

☒ 90% net 30 days upon shipment of parts or unit (if factory option) to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.

Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Section _____:

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:**Getting the Unit ready for the Rebuild/Retrofit**

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
 1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
 2. Disassembling from adjoining equipment / electrical / controls.
 3. Disconnecting shower water connections and water supply.
 4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
 5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
 6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
 1. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum 3/4" plywood and ensure it is properly secured.
 2. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
 3. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Loading, unloading, crating, uncrating ~~and installation of replacement parts.~~ *DPJ*
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen
- Redirect channel flow.
- Provide clean, dry channel.

Customer must Provide

- Ladders
- Dumpster for all old parts [on-site rebuild only].

QUOTATION NO.B02010781 D, Page 5

Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Louise Dunevant**Accepted By:** (Herein called the Buyer)**PARKSON CORPORATION**

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309



Name: Richard Musante
Title: Mid-West Regional Sales Manager
Phone: 814-659-1214
E-Mail: rmusante@parkson.com
Fax: 954-252-3775
Date: March 9, 2017

Title:
Date:

Enclosures: Standard Conditions of Sale, Quotation Addendum, Clarifications and Exceptions

Local Rep: Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Doug Wilson
dwilson@heyward.com
704-583-2305

cc: Rui Claudio

AG Aqua Guard Rebuild 09/10/15 Supersedes 10/2/14.



Quotation Addendum

As a result of dramatic cost increases in the cost of both stainless and carbon steel, please be advised that the following provisions shall be strictly enforced pursuant to the Equipment advertised in this Quotation:

1. The Quotation's Purchase Price shall be firm for thirty (30) calendar days unless stated otherwise in the Quotation. Any Purchase Order issued beyond this timeframe may result in a Purchase Price review by Parkson Corporation whereby the Purchase Price may be increased to cover the increases in material costs. This Purchase Price review shall be at Parkson Corporation's sole discretion.
2. For those customers that have requested a firm Purchase Price commitment in excess of thirty (30) calendar days, Parkson has utilized an escalation clause tied to an appropriate commodity index to determine the Purchase Price.
3. All Purchase Orders that have a delivery schedule stretching beyond six (6) months from the time a Purchase Order is placed will be subject to price escalation tied to a proportionate increase in total material costs as a result of either stainless or carbon steel surcharges in effect at the time Parkson Corporation places its orders for any fabricated steel components for the Equipment. Parkson Corporation will notify you of any changes in prices once all orders for said components have been completed.

JCG
Effective 4/27/04



Standard Conditions of Sale

I. GENERAL: All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

III. SHIPMENT/STORAGE: (a) **SHIPMENT:** The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured.



Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. ERECTION: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. CANCELLATION & BREACH: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
- b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
- c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
- d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

VII. DRAWINGS & SPECIFICATIONS: In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. CORRECTIVE WORK & "BACK CHARGES". In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. CONFIDENTIAL INFORMATION & IMPROVEMENTS: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

XI. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no start-up / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests start-up service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the



request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. LIMITATION OF LIABILITY: Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XIV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under **BINDING ARBITRATION** in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

XV. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

XVI. MECHANICAL WARRANTY: For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. Returns will not be accepted unless Parkson has authorized said return in writing. If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

- (A) Equipment is used for purposes other than those for which it was designed;
- (B) Equipment is not used in accordance with generally approved practices;
- (C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;



- (D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
- (E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- (F) Operation of Equipment by persons not properly trained for that purpose;
- (G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
- (H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

XVIII. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.



We Are Columbia

COC/FEMA Disaster Recovery Procurement Checklist (Departmental)

Requisition Number: R 102040 <u>183885</u>				
Requested Item or Service Description: Repair of three Aqua Guard Continuous Self Cleaning Bar/Filter Screens at Metro WWTP				
This form shall be used as a procurement checklist and reference tool for Severe Storms and Flooding DR4241/DR3373 procurements only. The final completed checklist and attachments shall be scanned into IFAS and will also be used as part of our final documentation when completing FEMA After Action Reports.				
Check One	Procurement Threshold*	Action Needed	Yes or No	Reference
☐	Is this request a micro-purchase (less than \$3,000.00)?	If so, did you attach at least one (1) written quote? →		2 CFR §200.320(a)
☐	Is this request a small purchase (\$3,000.01-\$25,000.00)?	If so, are three (3) written quotes attached? →		2 CFR §200.320(b)
☒	Is this request a large purchase (\$25,000.01 and higher)?	If so, this procurement must be handled by the Purchasing Division, Engineering's Contracts Office or Construction Bid Coordinators.		COC Appendix G & 2 CFR §§200.317-326
☒	Did you place the original (non-FEMA) funding info in the "ACCOUNT" field on requisition in two locations?	Review previous page for instructions.	Yes	COC Internal DR 4241 Procedures
☒	Did you place the appropriate flood code info in the END USE field? →	Review previous page for instructions. SC FLOODING DR-4241	Yes	COC Internal DR 4241 Procedures

➤ All quotes must be accepted from responsive and responsible bidders only.

*The thresholds listed above are a compilation of 2 C.F.R. §200.320 and City of Columbia's Appendix G based on the most stringent per category.

Notes

This procurement will be processed as a sole source. See sole source attached.

Radin, Benjamin T

From: Jeanne Yacoub <jeanney@landmarkconsultingllc.com>
Sent: Friday, August 18, 2017 12:58 PM
To: Radin, Benjamin T
Cc: Davis, LaToyia; Riggs, John T; Norton, Toni N
Subject: RE: Revised Parkson FEMA sole source

Ben – Since this is basically what I provided, I'm pretty good with it! Go forth and procure!

Jeanne Yacoub, PE
 Program Manager – Flood Recovery Program
 Landmark Consulting, LLC
 803.545.3438 (O)
 770.841.3625 (C)

From: Radin, Benjamin T [<mailto:btradin@columbiasc.net>]
Sent: Friday, August 18, 2017 12:47 PM
To: Jeanne Yacoub <jeanney@landmarkconsultingllc.com>
Cc: Davis, LaToyia <ldavis@columbiasc.net>; Riggs, John T <jtriggs@columbiasc.net>; Norton, Toni N <tnnorton@columbiasc.net>
Subject: Revised Parkson FEMA sole source

Good afternoon Ms. Jeanne,

I wanted to make sure you have received this updated justification for Parkson so Landmark can review it. Is this justification sufficient now? Is there anything else needed before I start routing this?

Thank you,

Ben



We Are Columbia

Benjamin Thomas Radin, Junior Buyer
 Department of Procurement & Contracts
 1800 Main Street, 2nd Floor;
 Columbia, SC 29201
 Phone: 803-545-4471
btradin@columbiasc.net

FOIA Disclaimer:

You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be subject to disclosure as being a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

Radin, Benjamin T

From: Jeanne Yacoub <jeanney@landmarkconsultingllc.com>
Sent: Wednesday, September 13, 2017 3:15 PM
To: Radin, Benjamin T
Cc: Cassell, Eric; Caughman, Missy; Riggs, John T; Norton, Toni N
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Follow Up Flag: Follow up
Flag Status: Completed

Ben – This looks very good to me! Go forth and procure!

Jeanne Yacoub, PE
 Program Manager – Flood Recovery Program
 Landmark Consulting, LLC
 803.545.3438 (O)
 770.841.3625 (C)

From: Radin, Benjamin T [mailto:btradin@columbiasc.net]
Sent: Wednesday, September 13, 2017 3:06 PM
To: Jeanne Yacoub <jeanney@landmarkconsultingllc.com>
Cc: Cassell, Eric <evcassell@columbiasc.net>; Missy Caughman <macaughman@columbiasc.net>; Riggs, John T <jtriggs@columbiasc.net>; Norton, Toni N <tnnorton@columbiasc.net>
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Good afternoon Jeanne,

Please see the attached signed sole source with the backup information. If you could please review/approve via email I would greatly appreciate it.

This will be on the Council agenda 10/3/2017 and a purchase order will be issued the following day if it gets approved.

Thank you,

Ben



We Are Columbia

Benjamin Thomas Radin, Junior Buyer
 Department of Procurement & Contracts

1800 Main Street, 2nd Floor;
 Columbia, SC 29201
 Phone: 803-545-4471
btradin@columbiasc.net

FOIA Disclaimer:

You are hereby advised that, pursuant to the South Carolina Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to the City of Columbia and its officials and employees, and others acting on its behalf, may be subject to disclosure as being a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

From: Caughman, Missy
Sent: Friday, September 01, 2017 4:34 PM
To: Riggs, John T; Radin, Benjamin T
Cc: Jeanne Yacoub <jeanne@landmarkconsultingllc.com> (jeanne@landmarkconsultingllc.com); Cassell, Eric
Subject: FW: Sole Source Justification for the Metro WWTP Screens

From: Jeanne Yacoub [<mailto:jeanne@landmarkconsultingllc.com>]
Sent: Friday, August 18, 2017 12:37 PM
To: Davis, LaToya; Riggs, John T
Cc: Anil Desa; Caughman, Missy; Cassell, Eric; Gainey, Amanda
Subject: RE: Sole Source Justification for the Metro WWTP Screens

That sounds good...just fyi...I haven't seen anything from Ben that I have to sign/approve at this point...

Jeanne Yacoub, PE
 Program Manager – Flood Recovery Program
 Landmark Consulting, LLC
 803.545.3438 (O)
 770.841.3625 (C)

From: Davis, LaToya [<mailto:ltedavis@columbiasc.net>]
Sent: Friday, August 18, 2017 11:25 AM
To: Riggs, John T <jtriggs@columbiasc.net>; Jeanne Yacoub <jeanne@landmarkconsultingllc.com>
Cc: Anil Desa <anil.desa@plexosgroup.com>; Missy Caughman <macaughman@columbiasc.net>; Cassell, Eric <evcassell@columbiasc.net>; Gainey, Amanda <apgainey@columbiasc.net>
Subject: RE: Sole Source Justification for the Metro WWTP Screens

You are welcome. Yes, I will.

With Kind Regards,



La'Toyia T. Davis
Material Control Clerk, Sr.
 Department of Utility Operations - Metro WWTP
 1200 Simmon Tree Ln., Columbia, SC 29201
 Office: 803-545-0178
 Main: 803-733-8566
 Fax: 803-988-8057

ltedavis@columbiasc.net

From: Riggs, John T
Sent: Friday, August 18, 2017 11:20 AM
To: Davis, LaToya; Jeanne Yacoub
Cc: Anil Desa; Caughman, Missy; Cassell, Eric; Gainey, Amanda
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Awesome.

Thank you.

Please keep me in the loop when we have the PO.



John T. Riggs, P.E.,
Assistant Wastewater Engineer
Columbia Water

1136 Washington Street
P.O. Box 147
Columbia, SC 29217

Cell: 803-528-4238
www.columbiasc.net

From: Davis, LaToyia
Sent: Friday, August 18, 2017 11:08 AM
To: Riggs, John T; Jeanne Yacoub
Cc: Anil Desa; Caughman, Missy; Cassell, Eric; Gainey, Amanda
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Good Morning to All,

As per Benjamin Radin, the updated sole source was signed as of August 2, 2017. He will send it to Jeanne for approval. If you have any questions or concerns, please let me know.

Thanks,



La'Toyia T. Davis
Material Control Clerk, Sr.
Department of Utility Operations - Metro WWTP
1200 Simmon Tree Ln., Columbia, SC 29201
Office: 803-545-0178
Main: 803-733-8566
Fax: 803-988-8057

ltDavis@columbiasc.net

From: Riggs, John T
Sent: Friday, August 18, 2017 9:00 AM
To: Jeanne Yacoub; Davis, LaToyia
Cc: Anil Desa; Caughman, Missy; Cassell, Eric
Subject: RE: Sole Source Justification for the Metro WWTP Screens

LaToyia,

Good morning!

Can you provide an update to the status of this sole source request?

Thanks!



We Are Columbia

John T. Riggs, P.E.,
Assistant Wastewater Engineer
Columbia Water

1136 Washington Street
P.O. Box 147
Columbia, SC 29217

Cell: 803-528-4238
www.columbiasc.net

From: Jeanne Yacoub [<mailto:jeanney@landmarkconsultingllc.com>]
Sent: Tuesday, August 01, 2017 11:16 AM
To: Davis, LaToyia; Riggs, John T
Cc: Anil Desa; Caughman, Missy; Cassell, Eric
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Looks better...thanks team!

Jeanne Yacoub, PE
Program Manager – Flood Recovery Program
Landmark Consulting, LLC
803.545.3438 (O)
770.841.3625 (C)

From: Davis, LaToyia [<mailto:ltedavis@columbiasc.net>]
Sent: Tuesday, August 01, 2017 11:08 AM
To: Riggs, John T <jtriggs@columbiasc.net>; Jeanne Yacoub <jeanney@landmarkconsultingllc.com>
Cc: Anil Desa <anil.desa@plexosgroup.com>; Missy Caughman <macaughman@columbiasc.net>; Cassell, Eric <evcassell@columbiasc.net>
Subject: RE: Sole Source Justification for the Metro WWTP Screens

Good Morning John and Jeanne,

I have updated the sole source with the date. I am in the process on routing the sole source justification.

Thanks,



We Are Columbia

La'Toyia T. Davis
Material Control Clerk, Sr.
Department of Utility Operations - Metro WWTP
1200 Simmon Tree Ln., Columbia, SC 29201
Office: 803-545-0178

Main: 803-733-8566
 Fax: 803-988-8057
ltedavis@columbiasc.net

From: Riggs, John T
Sent: Thursday, July 27, 2017 10:52 AM
To: Jeanne Yacoub
Cc: Davis, LaToya; Anil Desa; Caughman, Missy; Cassell, Eric
Subject: RE: Sole Source Justification for the Metro WWTP Screens

The original construction bid for the influent pump station and pretreatment facility was received on April 22, 2010.

LaToya – Is this all the information you need to revise the Sole Source? Can you help resubmit this and follow it through the work flow? If it stops for any reason, please let me know and we can address the issue.

Thanks!



We Are Columbia

John T. Riggs, P.E.,
 Assistant Wastewater Engineer
 Columbia Water

1136 Washington Street
 P.O. Box 147
 Columbia, SC 29217

Cell: 803-528-4238
www.columbiasc.net

From: Jeanne Yacoub [<mailto:jeanne@landmarkconsultingllc.com>]
Sent: Wednesday, July 19, 2017 8:43 AM
To: Riggs, John T
Cc: Davis, LaToya; Anil Desa; Caughman, Missy; Cassell, Eric
Subject: Sole Source Justification for the Metro WWTP Screens

John – Here is the revised sole source justification for the Metro WWTP Screen req. If you know the date (month, year) of the original solicitation, please insert it into the write-up. If you don't know it, and can't find it, then delete that phrase and it's done. Thanks, Jeanne

Jeanne A. Yacoub, PE
 Program Manager

O: 803.545.3438 | C: 770.841.3625
 1136 Main St, Suite LL
 Columbia, SC 29201
landmarkconsultingllc.com

landmark
 CONSULTING

For Replies:

JEANNE A. YACOB | jeanney@landmarkconsultingllc.com | Program Manager



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Change Order #2 for Project SS7279; Smith Branch 02 Sanitary Sewer Evaluation Study, as requested by Columbia Water. Award to Layne Inliner, LLC in the amount of \$410,954.50. This firm is located in Tucker, GA.

FINANCIAL IMPACT: Funding Source: 5529999-SS727901-658650 Water & Sewer Capital Projects- Smith Branch 02 SSES- Capital Project Costs. The original budgeted amount is \$6,000,000.00 and the revised contract amount is \$4,123,441.50.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. The following Protégé will provide services:

North American Pipeline Management, a Minority Business Enterprise (W) of Marietta, GA is the Protégé and will receive \$406,282.50 (98.86%) of the change order amount.

ORIGINAL BUDGET: \$410,954.50

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

This change order is necessary to compensate the contractor for additional construction services requested by the City of Columbia due to unforeseen structural deterioration. Please see the attached change order for a more detailed description of the additional work.

The original budget for this project is \$6,000,000.00 and the original contract amount is \$2,812,562.00. Previous Change Order (CO #1) amount was \$899,925.00. With this Change Order (CO #2) for \$410,954.50 the revised contract amount is \$4,123,441.50.

ATTACHMENTS:

- **#a:** Signed Change Order Form (PDF)
- **#b:** Budget Transfer (PDF)
- **#c:** Legal Stamped Change Order - Smith Branch SB02 - Layne Inliner Inc (PDF)
- **#d:** Map (PDF)

 We Are Columbia	CITY OF COLUMBIA PURCHASING DIVISION ***For Internal Use Only	Contract Number:	
		Procurement Officer:	
		Phone:	803.545.3470
		E-Mail Address:	
		Address:	1136 Washington St., 4 th Floor Columbia, SC 29201

PO Change/Modification Order Form

Routing Date: 7 / 10 / 17

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

DESCRIPTION: SS 7279 Smith Branch sewer rehab.

DEPARTMENT NAME AND REQUESTOR: Engineering/Engineering, Michael Sheu, Const. Mgt.

CONTRACTOR'S NAME AND ADDRESS: Layne Inliner, LLC; 2090 Tucker Industrial Rd.

PURCHASE ORDER NUMBER (if applicable): 161842 CHANGE ORDER # 2 Ste. A-1, Tucker, GA 30084

TYPE OF CHANGE (check all applicable boxes):

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

Brief Explanation/Justification: Using contingency fund additional funds for unforeseen structural deterioration.

Requested Amount of Increase/Decrease: 410,954.50 Current PO amount/total: \$ 1,006,405.66

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)

Funding/Account Info for Change Order: ORG 5529999 OBJ 458650 (Required)

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

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

Division/Department (\$100.01 - \$5,000):

Recommended for Approval:

(Signature)

Director of Engineering

(Title)

Assistant City Manager Approval (\$5,000.01 - 25,000):

Recommended for Approval:

(Signature)

8/17/17

(Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed: Yes or No

Recommended for Approval:

(Signature)

8/21/17

(Date)

City Manager Approval:

Recommended for Approval:

(Signature)

(Date)

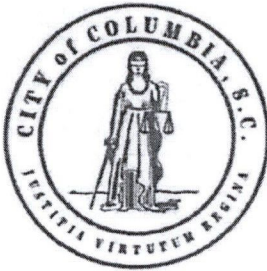
All change orders over \$50,000.01 must be approved by City Council Date approved City Council

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

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



18.b



CIP #SS7279
Smith Branch SB02
Sanitary Sewer Rehab

Change Order # 2
April 25, 2017

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and Layne Inliner, LLC (Contractor) is requested in order to compensate the contractor for additional work. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Reason for change:

- 1) P38 (Dart St) Deterioration in structural integrity since design was completed, sinkhole forming above pipe collapse. Originally designed for CIPP, now requires full pipe replacement.
- 2) P125 - 08614MH_08628MH (Schoolhouse Rd) was not originally proposed for rehab. City maintenance crews located break in pipe, point repair and CIPP needed.
- 3) 07510MHA (Waverly St), install new manhole on 645LF pipe segment.
- 4) 08605MH (Chestnut St) pipe ends in cap, install new MH.
- 5) 09043MH (Harper St) pipe ends in cap, install new MH.
- 6) P74 - 08220MH_08182MH (Elmwood) was schedule for cleaning and CCTV due to sand in the line. Multiple attempts to clear sand indicated collapse near 08220MH and CCTV from 08182MH showed missing pipe invert 95 LF into pipe. Full pipe replacement needed.
- 7) P109 - 07728MH_07726MH (Waverly) was scheduled for point repair. At location of point repair, there was a broken stormwater pipe on top of the sewer pipe. Stormwater pipe needed a partial replacement before sewer point repair could be complete.
- 8) P39 - 08256MH_08259MH (Dart St) Significant roots at service lateral. Cannot excavate due to tree above lateral. Called local contractor with appropriate equipment to remove roots.
- 9) P101 - 07735MH_07736MH (Allen Benedict) - City eliminated 45-degree bends to parallel line and reconnected to existing sewer. Existing sewer was defective and caused a sewer overflow. Originally scheduled for CIPP and partial replacement now needs full replacement with 10-inch diameter pipe.
- 10) 08620MH_08579MH (Edgewood) was not originally proposed for rehab. City maintenance crews noted overflow. Pipe replacement needed.
- 11) P120 - 07598MH_07597MH (Westminster). 6-inch sewer determined to be conveyance pipe and not individual service lateral. Replace with 8-inch sewer.
- 12) P98 - 07463MH_30758MH (Allen Benedict) - 45-degree bends in existing pipe. Replace with straight alignment to remove bends.
- 13) 07729MH_07463MH (Allen Benedict) - 45-degree bends in existing pipe. Replace with straight alignment to remove bends.

- 14) P99 – 30758MH_07735MH (Allen Benedict) – Replace 8-inch pipe with 10-inch pipe to match upstream segments P98 and 07729MH_07463MH.
- 15) P40 – 08259MH_08264MH (Dart St) - Deterioration in structural integrity since design was completed. Originally designed for CIPP, now requires full pipe replacement.

Funding source:

Sewer Funds. Budget transfer forms attached.

Addition:

Item No.	Description	Quantity	Unit	Unit Price	Subtotal
1 – P38 – 28921MH_08256MH – Dart St					
C-7	P38 Open Cut Replacement	149	LF	\$303.00	\$45,147.00
C-1	P38 Remove CIPP	149	LF	\$46.00	(\$6,854.00)
					\$38,293.00
2 – P125 – 08614MH_08628MH (Schoolhouse Rd)					
C-5	P125 Point Repair	1	EA	\$7,579.00	\$7,579.00
C-1	P125 CIPP	274	LF	\$46.00	\$12,604.00
C-30	MH Lining (08614MH, 08623MH)	14	VF	\$304.00	\$4,256.00
					\$24,439.00
3, 4, 5 – New Manhole Installation					
	07510MHA, 08605MH, 09043MH	3	EA	\$5,820.00	\$17,460.00
6 – P74 – 08220MH_08182M – Dart St					
C-7	P74 Open Cut Replacement	277	LF	\$303.00	\$83,931.00
7 – P109 – 07728MH_07726MH – Waverly St					
C-7	P109 Open Cut Replacement	63	LF	\$303.00	\$19,089.00
8 – P39 – 08256MH_08259MH – Dart St					
	Local contractor for lateral root removal	1	EA	\$416.00	\$416.00
9 – P101 – 07735MH_07736MH – Allen Benedict					
	P101 Open Cut Replacement	161	LF	\$383.00	\$61,663.00
C-1	P101 Remove CIPP	161	LF	\$46.00	(\$7,406.00)
					\$54,257.00
10 – 08620MH_08579MH – Edgewood					
C-7	Open Cut Replacement	261	LF	\$303.00	\$79,083.00
C-10	Pre-Rehab CCTV of 8" sewer	261	LF	\$2.00	\$522.00
C-14	Heavy Sewer Cleaning	261	LF	\$2.00	\$522.00
C-17	Service Lateral installed in unpaved	5	EA	\$1,640.00	\$8,200.00
C-32	Sewer Service Lateral Replacement	5	EA	\$5,072.00	\$25,360.00
					\$113,687.00
11 – P120 – 07598MH_07597MH – Westminster					
C-7	P120 Open Cut Replacement	95	LF	\$303.00	\$28,785.00
12 – P98 – 07463MH_30758MH – Allen Benedict					
	P98 Open Cut Replacement w/10"	109	LF	\$383.00	\$41,747.00

	P98 Flowable Fill	20	CY	\$335.00	\$6,700.00
C-5	P98 Point Repair	1	EA	\$7,579.00	\$7,579.00
					\$56,026.00

13 – 07729MH_07463MH – Allen Benedict

	Open Cut Replacement w/10"	191	LF	\$383.00	\$73,153.00
C-5	P98 Point Repair	1	EA	\$7,579.00	\$7,579.00
C-10	Pre-Rehab CCTV of 8" sewer	191	LF	\$2.00	\$382.00
C-17	Service Lateral installed in unpaved	2	EA	\$1,640.00	\$3,280.00
	Reinstate lateral after pipeburst	2	EA	\$3,271.80	\$6,543.60
	Temporary Security Fencing	350	LF	\$18.25	\$6,387.50
					\$97,325.10

14 – P99 – 30758MH_07735MH – Allen Benedict

P99	Open Cut Replacement w/10"	20	LF	\$383.00	\$7,660.00
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15 – P40 – 08259MH_08264MH – Dart St

C-5	P40 Point Repair	2	EA	\$7,579.00	\$15,158.00
C-7	P40 Open Cut Replacement	349	LF	\$303.00	\$105,747.00
C-1	P40 Remove CIPP	349	LF	\$46.00	(\$16,054.00)
C-17	Service Lateral installed in unpaved	3	EA	\$1,640.00	\$4,920.00
	Reinstate lateral after pipeburst	3	EA	\$3,271.80	\$9,815.40
					\$119,586.40

Total Additions **\$660,954.50**

Total Additional Funding less **\$250,000.00** Contingency Funds **\$410,954.50**

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	\$250,000.00
Previous change orders:	(\$0)
This change (reduction):	(\$250,000.00)
Revised Owner's Contingency Allowance:	\$0.00

Proposed Change and Basis for Payment

Original contract price:	\$2,812,562.00
Previous change orders:	\$899,925.00
This change: Addition	\$410,954.50
Revised contract price:	\$4,123,441.50

Contractual Completion Date:

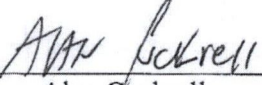
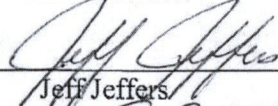
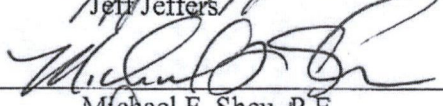
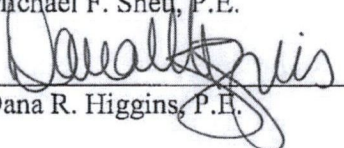
Notice to Proceed: November 17, 2016

Scheduled Completion Date: December 17, 2017

Revised Scheduled Completion Date: February 26, 2018 (71 days)

This Change is Acceptable:

Layne Inliner, LLC

By: Title: Beach Manager**City of Columbia**Recommended for Approval:  Utility Const. Coordinator
Alan CockrellRecommended for Approval:  Sr. Utility Const. Coordinator
Jeff JeffersRecommended for Approval:  Assistant City Engineer
Michael F. Sheu, P.E.Recommended for Approval:  City Engineer
Dana R. Higgins, P.E.Recommended for Approval: _____ Dir. Of Engineering
Joseph D. Jaco, P.E.Approval of Change: _____ City Manager
Teresa Wilson

APPROVED AS TO FORM

 9/21/17

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify an Emergency Procurement for Project WM4373 to repair filter under drains and restore full treatment capacity at the Canal Water Treatment Plant, as requested by Columbia Water. Award to Rehab Construction Co, Inc. in the amount of \$663,434.00. This firm is located in Conyers, GA.

FINANCIAL IMPACT: Funding Source: Water and Sewer Capital Projects: Capital Projects Cost;5529999- 658650. The original budgeted amount is \$663,434.00.

ORIGINAL BUDGET: \$663,434.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Engineering Department requests City Council's approval to ratify an emergency contract between the City and Rehab Construction Co, Inc. The original agreement will be executed before October 3, 2017 in the amount of \$663,434.00. The emergency procurement was issued to repair filter underdrains that needed to be replaced to restore full treatment capacity back to the plant.

Quotes for this emergency procurement were solicited and two (2) quotes were received. We respectfully request approval to ratify this contract to Rehab Construction Co, Inc. the lowest of the two (2), in an amount of \$663,434.00.

Rehab Construction Co, Inc. is located in Conyers, GA 30012.

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Signed emergency justification (PDF)
- **#b:** Bid review and recommendation (PDF)

- #c: Bid tabulation and specifications (PDF)

Requisition# P184912 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 construction services for the rehabilitation of the failed West Filters at the Canal Water Treatment Plant (WM4373) as an emergency procurement from one of three invited bidders.

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

The Canal WTP has 30 gravity media filters that provide up to 84 million gallons of day (mgd) of filtration capacity. All 30 filters are equipped with Leopold block lateral type underdrains. Filters 2, 5, and 25 are currently out of service due to underdrain failures reducing the WTP's available filtration capacity by 8 mgd. These filter underdrains need to be repaired or replaced to restore the full treatment capacity to the plant. Design of these improvements is complete and the project is ready to proceed to construction.

Time is of the essence for successful completion of these specific repairs. The WTP is currently operating without approximately 10% of its filtration capacity. The WTP needs its full available filtration capacity to provide redundancy for filter backwashing and maintenance. In addition, the pending construction of the Canal WTP Clearwell and High Service Pumping Improvement project will require a temporary shut-down of filters 13-30. The WTP must have the full filtration capacity of filters 1-12 available before that shutdown can occur. The use of a specialty filtration contractor will increase the potential for completing the filter work most efficiently without the need for rework during construction that can lead to construction delays.

There are three contractors that specialize in this specific type of work as detailed in the attached memorandum from the City's consulting design engineer, Black & Veatch. We concur with their recommendations for inviting these three contractors for this project.

6/23/17
Date

Amount\$ 663,434.00

Chris E. Shively
Signature of Department Head

6/23/17
Date

15-7 [Signature]
Signature of Purchasing Agent

8/17/17
Date

[Signature]
Signature of Finance Director

8/17/17
Date

[Signature]
Signature of City Manager

8/22/17
Date

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

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

Clint signed
on 6/23
prior to
bids being
received on
7/27. I'm
not sure
why it has
taken 3 wks
to receive
this emergency
procurement.
DW
8/17



BLACK & VEATCH CORPORATION
1411 GERVAIS ST. SUITE 402, COLUMBIA, SC 29201
+1-803-413-4537 P | +1-864-234-0784 F | WWW.BV.COM

City of Columbia
Department of Utilities & Engineering
WM4373 Canal WTP West Filters Rehabilitation
Bid Review and Recommendation of Award

B&V Project 165137
B&V File 80.2000
July 28, 2017

Mr. Jason Shaw, P.E.,
Water Engineer
Columbia Water
1136 Washington Street
Columbia, South Carolina 29201

Dear Mr. Shaw:

Sealed bids for the above referenced project were received at 5:00 p.m., on July 27, 2017, in the offices of Black & Veatch located at 1411 Gervais Street, Suite 402, Columbia, SC.

Three contractors were invited to bid the project. A total of two bids were received and opened, ranging in price from \$663,434.00 to \$729,650.00. The bids have been reviewed and are all deemed responsive to the bid documents. A certified bid tabulation is attached. The lowest bid was received from Rehab Construction Co, Inc. of \$663,434.00. Rehab Company has successfully completed similar projects for Black & Veatch previously.

Based on the above findings, it is our recommendation to award the contract to Rehab Construction Company, the lowest responsive, responsible bidder for this project in the amount of \$663,434.00.

Please contact me if we may be of any further assistance regarding the award of this contract.

Very truly yours,

BLACK & VEATCH CORPORATION

Don E. Franklin, P.E.
Engineering Manager

enclosures

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. 06/24/16

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.



BID TABULATION SUMMARY
 BIDS RECEIVED 5:00 P.M., LOCAL TIME, JULY 27, 2017
 AT BLACK & VEATCH, 1411 GERVAIS STREET, SUITE 402
 COLUMBIA, SC 29201



FOR
 CITY OF COLUMBIA PROJECT NO. WM4373
 CANAL WTP WEST FILTERS REHABILITATION

NAME AND ADDRESS OF BIDDER				Kemp Inc. 2217 Lynmore Drive Sherrills Ford, NC 28673 (828) 478-3040		Rehab Construction Co, Inc 2246 Bethel Rd NE Conyers, GA 30012 (770) 922-8606		All Service Contracting Corp 2024 E Damon Ave Decatur, Illinois 62526 (217) 233-3018	
S.C. CONTRACTOR'S LICENSE				X		X			
BID SECURITY (5%)				X		X			
ADDENDUM NO. 1 RECEIVED				X		X			
NON-COLLUSION AFFIDAVIT				X		X			
CONFLICT OF INTEREST STATEMENT				X		X			
IMMIGRATION REFORM BILL				X		X			
BUSINESS INFORMATION RECORD				X		X			
No.	Unit Price Items	Qty	Unit	Unit Price \$	Item Total \$	Unit Price \$	Item Total \$	Unit Price \$	Item Total \$
A.	Filter 2 Replacement Underdrain and Media	1	LS	\$203,750.00	\$203,750.00	\$151,054.53	\$151,054.53		
B.	Filter 5 Replacement Underdrain and Media	1	LS	\$203,750.00	\$203,750.00	\$157,917.83	\$157,917.83		
C.	Filter 25 Repair Underdrain and Media	1	LS	\$100,900.00	\$100,900.00	\$71,140.60	\$71,140.60		
D.	Backwash Supply Pressure Transmitters	4	EA	\$10,900.00	\$43,600.00	\$20,000.00	\$80,000.00		
E.	Backwash Supply By-Pass Assembly	1	LS	\$9,950.00	\$9,950.00	\$5,147.08	\$5,147.08		
F.	Filters 13 and 14 - Grating Platform	2	EA	\$14,000.00	\$28,000.00	\$21,804.48	\$43,608.96		
G.	Filters 20, 21, and 23 - 24" Filter Influent Valve Replacement	3	EA	\$29,900.00	\$89,700.00	\$34,855.00	\$104,565.00		
H.	Contingency Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
Total of Base Bid Proposal (Sum of A through H above)				\$729,650.00		\$663,434.00		** NO BID **	
						APPARENT LOW			

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION
 OF BIDS RECEIVED JULY 27, 2017, FOR THE
 CITY OF COLUMBIA PROJECT NO. WM4373
 CANAL WTP WEST FILTER REHABILITATION

Don Franklin

DON E. FRANKLIN, P.E.

BIDS TABULATED BY: DEF
 BIDS CHECKED BY: NG



TECHNICAL MEMORANDUM

City of Columbia
 Department of Utility Operations
WM4373 Canal WTP West Filters Rehabilitation
Recommendation for Specialty Contractor

B&V Project 195086
 B&V File 12.2100
 June 19, 2017

To: Clint Shealy, Director of Utilities, City of Columbia

From: Don Franklin, Black & Veatch Corp.

Overview

The Columbia Canal Water Treatment Plant (WTP) has 30 gravity media filters that provide up to 84 million gallons of day (mgd) of filtration capacity. All 30 filters are equipped with Leopold block lateral type underdrains. Filters 2, 5, and 25 are currently out of service due to underdrain failures reducing the WTP's available filtration capacity by 8 mgd.

Design documents (drawings and specifications) to repair filters 2, 5, and 25 and restore the WTP's full filtration capacity are complete. The next step is for the City to receive bids for construction of the repairs.

Recommendation for Specialty Contractor

Black & Veatch is recommending the City request bids from a specialty contractor for the construction of the filter repairs as opposed to openly advertising the project to general contractors. The purpose of this memo is to provide the City with information on the recommended specialty contractors and the justification for why we believe that using a specialty contractor is in the best interest of the City for this particular work.

Recommended Specialty Contractors

- 1) Kemp Inc.
 2217 Lynmore Drive, Sherrills Ford, North Carolina 28673
 (828) 478-3040
- 2) Rehab Construction Co., Inc.
 PO Box 924 / 2246 Bethel Rd NE, Conyers, Georgia 30012
 (770) 922-0806
- 3) All Service Contracting Corporation
 2024 E Damon Ave, Decatur, Illinois 62526
 (217) 233-3018

BLACK & VEATCH CORPORATION

TECHNICAL MEMORANDUM

Page 2

City of Columbia
Department of Utility Operations
WM4373 Canal WTP West Filters Rehabilitation
Recommendation for Specialty Contractor

B&V Project 195086
June 16, 2017

Justification for Specialty Contractor

The recommended specialty contractors provide services focused on the installation and rehabilitation of water treatment filters. The following narrative below provides the reasons why we believe using a specialty contractor will be beneficial for the City on this project.

Quality Assurance / Quality Control

When the filters are backwashed, the filters are exposed to a narrow window of water pressure (approximately 5-8 psi) that must be high enough to adequately wash the filter media but low enough to prevent damage to the underdrain. The underdrains must be installed with a high attention to detail into all components of the installation in order to fully realize the designed strength and operate properly within the design water pressure range. Minor discrepancies with the grout mix, alignment, anchorage, etc. all can compound together to weaken the installation. The recommended specialty contractors provide an increased awareness of installation details over a typical general contractor.

Unfortunately when a filter underdrain fails, the exact cause may not be known. A combination of factors related to installation, equipment, and operation may have contributed to the failure. If the City uses a contractor that specializes in the installation of filter underdrains, the City will minimize the risk of future failures that would be associated with the installation.

Schedule

Time is of the essence for successful completion of these specific repairs. The WTP is currently operating without approximately 10% of its filtration capacity. The WTP needs its full available filtration capacity to provide redundancy for filter backwashing and maintenance. In addition, The City recently accepted construction bids for clearwell improvements at the WTP which will require a temporary shut-down of filters 13-30. The WTP must have the full filtration capacity of filters 1-12 available before that shut-down can occur. The use of a specialty filtration contractor will increase the potential for completing the filter work most efficiently without the need for rework during construction that can lead to construction delays

Positive Experience on Similar Projects

Black & Veatch has worked on previous filter projects with the all three of the recommended contractors. In doing so, we have experienced first-hand the attention to detail and efficiency/timeliness of installation provided during construction. A brief description of the notable past experience for each of the recommended contractors is

BLACK & VEATCH CORPORATION

TECHNICAL MEMORANDUM

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City of Columbia
 Department of Utility Operations
WM4373 Canal WTP West Filters Rehabilitation
Recommendation for Specialty Contractor

B&V Project 195086

June 16, 2017

listed below. Additional project references are included in the attached additional contractor information (Attachment A):

Kemp Construction: Certified and factory authorized installer of the Leopold filter underdrain project line. Over 75 filter related projects in South Carolina and North Carolina over the last 20 years including rehabilitation of 20 filters at the Hanahan WTP for Charleston Water System; rehabilitation of three filters at the Columbia Canal WTP; and a Black & Veatch designed project at the Graham-Mebane WTP in Mebane, NC.

Rehab Construction Co. Inc.: Certified and factory authorized installer of the Leopold filter underdrain project line. Installed Leopold filter underdrains in four new filters designed by Black & Veatch at the Hanahan WTP for Charleston Water System. Currently constructing filter rehabilitation projects for Anderson (SC) Regional Joint Water System, Greer (SC) Commission of Public Works, Laurens (SC) Commission of Public Works, and Columbia (GA) County Board of Commissioners.

All Service Contracting Corp.: Certified and factory authorized installer of the Leopold filter underdrain project line. Installed or retrofitted approximately 380 filters with Leopold underdrains. Recent Leopold related projects with Black & Veatch include 8 new Leopold filters in Fairfax, VA and repair work on Leopold underdrains in Mesa, AZ.



We Are Columbia

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

**PROJECT: #WM4373
CANAL WATER TREATMENT PLANT
WEST FILTERS REHABILITATION**

**BV PROJECT No. 195086
MAY 2017**

CONTRACTOR:

Rehab Construction Co., Inc.

ADDRESS:

2246 Bethel Road

Conyers, GA 30012

CONTRACTOR'S LICENSE NUMBER:

G95339

**CITY OF COLUMBIA
UTILITIES & ENGINEERING
1136 WASHINGTON STREET
P.O. BOX 147
COLUMBIA, SC 29217
TEL (803) 545-3400
FAX (803) 733-8674**

**BLACK & VEATCH CORPORATION
1411 GERVAIS STREET - SUITE 402
COLUMBIA, SC 29201
TEL (803) 413-4537**



Xylem

**Steven M. Scheldler, P.E.,
Vice President
Water Solutions**

227 South Division Street
Zelienople, PA 16063 USA
Tel: 724-453-2044
Fax: 724-452-1377
Steve.scheldler@xyleminc.com

August 15, 2013

To Whom It May Concern:

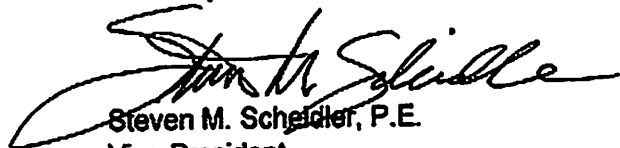
All Service Contracting Corporation

This letter is to confirm that All Service Contracting Corporation, Decatur, IL is a Xylem Water Solutions Zelienople LLC certified and factory authorized installer of the Leopold, a Xylem brand, filter underdrain product line. The certification and factory authorization also extends to inspection of existing Leopold underdrain installations as well as start-up services, if required.

All Service offers filter installation and rehabilitation services and possesses a wealth of experience in this specialized area. All Service has performed filter installation work for Leopold, a Xylem brand, since 1998 including more than 100 filters.

If there are any questions regarding this certified authorized installer and inspector of our filter underdrain product line, please do not hesitate to contact me directly.

Sincerely,



Steven M. Scheldler, P.E.
Vice President

**CIP Project #WM4373
City of Columbia, South Carolina
Canal Water Treatment Plant
West Filters Rehabilitation**

PROPOSAL

BID FOR STIPULATED SUM CONTRACTS

TO THE HONORABLE MAYOR AND CITY COUNCIL:

LADIES AND GENTLEMEN:

The undersigned bidder hereby declares that the name of all persons interested in this proposal as principals appear in the blank spaces hereinafter provided for such purpose; that this proposal is in all respects fair and without collusion; that the bidder has examined the location of the proposed work, the advertisement, the instructions to bidder, the specifications, the contract, the plans and drawings herein referred to and fully understands the same and agrees and accepts the terms and conditions thereof.

The undersigned bidder hereby agrees that he will furnish at his own cost and expense all of the materials, except those agreed to be furnished by the city as hereinafter set out, and all the necessary labor, tools, apparatus, machinery, equipment, transportation and all other things which may be required to fully and properly perform all the terms, covenants, provisions and agreements of the annexed contract.

All Addenda must be acknowledged as received herein:

Addendum No. <u>1</u>	Date <u>July 21, 2017</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

BASE BID PROPOSAL: Bidder will provide, furnish, and install all equipment, labor, and materials required for the complete construction of the City of Columbia Canal Water Treatment West Filters Rehabilitation all as prescribed in the contract and specifications and according to the drawings for the following prices:

<u>Item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	UNIT PRICE ITEMS				
A.	Filter 2 Replacement Underdrain and Media	1	LS	\$ 151,054.32	\$ 151,054.32
B.	Filter 5 Replacement Underdrain and Media	1	LS	\$ 157,917.83	\$ 157,917.83
C.	Filter 25 Repair Underdrain and Media	1	LS	\$ 71,140.60	\$ 71,140.60
D.	Backwash Supply Pressure Transmitters	4	EA	\$ 20,000.00	\$ 80,000.00
E.	Backwash Supply By-Pass Assembly	1	LS	\$ 5,147.08	\$ 5,147.08
F.	Filters 13 and 14 – Grating Platform	2	EA	\$ 21,804.48	\$ 43,608.96
G.	Filters 20, 21, and 23 – 24" Filter Influent Valve Replacement	3	EA	\$ 34,855.00	\$ 104,565.00
H.	Contingency Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
Total of Base Bid Proposal: (Sum of Items A through H above)				\$ 663,434.00	

Dollars Six Hundred Sixty Three Thousand Four Hundred Cents Zero Cents
Thirty four dollars

(Indicate the Sum Total of Base Bid Proposal Amount above in both figures and words. In case of discrepancy, the amount shown in words will govern.)

The drawings, specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer as soon as possible for resolution by the Engineer. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the Contractor's responsibility to price and bid the more expensive method.

BASE BID EQUIPMENT MANUFACTURERS AND SYSTEM SUPPLIERS:

The project will be awarded based on the base bid equipment listed below. The bidder must base his lump sum bid on the listed base bid equipment manufacturers/suppliers. Deductions for Owner selected equipment substitutions will not be considered in determining the basis of award. The bidder may indicate substitute equipment manufacturers/suppliers items by writing in the substitute manufacturer/supplier and the amount of deduction for that substitute name write-in.

Substitute manufacturer/supplier will be deemed as equal if the substitute is the same or better than the product named and described in the specifications in function, performance, reliability, quality and general configuration. Determination of the equality of a substitute shall be determined by the Engineer after the bid, based on submittal data received with the Contractor's bid documents. Should the write-in substitute be determined "not equal", then the bidder shall supply the equipment by the listed base bid manufacturer/supplier. The owner may determine any substitute "not equal" as the Owner determines to suit his sole best interest at any time.

Evaluation data to determine if a substitute equipment manufacturer/supplier is an acceptable substitute must be submitted by the bidder with the bid. Information submitted after the bid will not be considered. Information submitted directly by equipment manufacturers/suppliers will not be evaluated. Minimum evaluation data shall include submittal information in conformance with Sections 01300 and 01610 of the contract documents. Data and drawing submittal shall be prepared specifically for this project. Incomplete submittals that do not conform with Sections 01300 and 01610 will not be considered. Sales Catalog cuts or marked up drawings from previous projects will not be reviewed. The Owner shall be reimbursed for any engineering costs associated with the review of any substitutes in accordance with the terms of the Engineer's Agreement with the Owner. The Owner is in no way obligated to review substitute equipment submittals.

No substitute equipment/manufacturer/supplier will be considered unless, in the opinion of the Owner or Engineer, it conforms to the contract drawings and specifications in all respects, except for the make and manufacture and minor details. Design and preparation of these plans and specifications are based on equipment by the listed manufacturers/suppliers. The Owner shall be reimbursed for any and all engineering costs associated with review of substitute equipment submittals, redesign and/or construction drawings in accordance with the terms of the engineering agreement with the Owner. The bidder shall also include any and all costs associated with additional construction costs (mechanical, structural, electrical, architectural, engineering, construction observation, etc.) as the result of a substitute item. The bid shall also include any paid up licenses necessary for the use of the equipment as required.

BASE BID EQUIPMENT MANUFACTURER AND SYSTEM SUPPLIER SCHEDULE

Spec Section	Description	Equipment Manufacturers /Suppliers		Amount of Deduction for Substitute
		Base Bid (circle one where applicable)	Substitute	
13220	Filter Underdrains and Media	Xylem Water Solutions (Leopold)	N/A	\$ /
15180	Electric Actuators	Rotork	N/A	\$ /

SUBCONTRACTORS:

List below, as indicated, the names of the subcontractors used in preparing the Base Proposal:

1. Electrical: Gregory Electric Company, Inc.

"The undersigned proposes and agrees to begin the work on a date to be specified in a written order of the Owner and to complete the work associated with Filter 2 and Filter 5 (Milestone 1) within one hundred and eighty (180) consecutive calendar days from and including the said date of commencement to Milestone 1. Furthermore, the undersigned proposes and agrees to complete the remaining amount of work herein contemplated within two hundred and ten (210) consecutive calendar days from and including the said date of commencement to Substantial Completion. Furthermore, the undersigned proposes and agrees to finally complete the amount of work herein contemplated within two hundred and forty (240) consecutive calendar days from and including said date of commencement to Final Completion as defined in the Special Provisions."

The bidder hereby agrees to enter into a contract to begin and complete said work according to plans, specifications and all the terms and conditions of the advertisement, instructions to bidder, and of the proposal, and within ten (10) days from the date of acceptance of this proposal, will furnish bonds and insurance.

Attached hereto is a bid bond or certified check for the sum of (5% of the bid):

Thirty Three Thousand One Hundred Seventy One Dollars and Seventy Cents
(\$ 33,171.70)

payable to The City of Columbia; which check shall be held by the City (1) until the successful bidder shall have executed, as required, the contract and bond, and (2) in the event that the contract is awarded to the undersigned and he shall fail to execute, as required, the contract and bond, then the said check shall be retained as and for liquidated damages for such failures; otherwise the said check shall be returned to the undersigned.

The bidder declares that he is authorized and qualified to perform the type of work described within the Contract Documents and shown on the Drawings. The bidder further declares he is licensed in the State of South Carolina, with the license number indicated below.

Proposals will be evaluated on the Base Bid without consideration for any alternate bid items.

The undersigned hereby agrees that the City has the right to reject any or all bids and the undersigned shall not dispute the quantities used in preparing the bids.

Respectfully submitted,

SEAL

(If bid is by a Corporation)


 Signature of Person, Firm or Corporation Making Bid George R. Haynes
President
 Title
Rehab Construction Co., Inc.
2246 Bethel Rd.
Conyers, GA 30012
 Business Address

S. C. Contractor's License No.: G95339

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
Rehab Construction Co., Inc. as Principal, and The Ohio Casualty Insurance Company
 as Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina,
 as owner, in the penal sum of Five Percent of Amount Bid (5%)

for payment of which, well and truly to be made, we hereby jointly and severally bind
 ourselves, our heirs, executors, personal representatives, administrators, successors
 and assigns.

Signed this 27th day of July, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the
 CITY OF COLUMBIA a certain bid, attached hereto and hereby made a part to enter into a
 contract in writing, for Project #WM4373 – Canal Water Treatment Plant West Filters
Rehabilitation.

NOW, THEREFORE:

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and
 deliver a contract in the Form of Contract attached hereto (properly
 completed in accordance with said Bid) and shall furnish a bond for his
 faithful performance of contract, and for the payment of all persons
 performing labor or furnishing materials in connection therewith, and
 shall in all other respects perform the agreement created by the
 acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it
 being expressly understood and agreed that the liability of the Surety for any and all
 claims hereunder shall, in no event, exceed the penal amount of this obligation as
 herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said
 Surety and its bond shall be in no way impaired or affected by any extension of the time
 within which the Owner may accept such Bid; and said Surety does hereby waive notice
 of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Rehab Construction Co., Inc.

Attest Debra B. Hurd By George R. Haynes
Principal

Attest Debra B. Hurd The Ohio Casualty Insurance Company
Surety

SEAL

By: Kevin M. Neidert
Kevin M. Neidert, Attorney In Fact

Countersigned

By Lori L. Jacobs
Lori L. Jacobs, South Carolina Resident Agent

Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joshua C. Haynes, certify that I am the

secretary of the corporation named as principal in the within bond; that

George R. Haynes, who signed the said bond on

behalf of the principal was then the President of the said corporation and duly authorized to sign on the said corporation's behalf; that I know the signatory's signature and the signatory's signature on the within bond is genuine; and, that the said bond was duly signed, sealed and attested to, for and on behalf of the said corporation.

Rehab Construction Co., Inc. (Corporate Seal)

By: [Signature]
Its: Secretary

(Power-of-attorney for person signing for surety company must be attached to bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7546448

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority hereto set forth, does hereby name, constitute and appoint Alan R. Yates; Betsy J. Holmes; Brian K. Hughes; Dana D. Ruedge; Daniel Yates; Gary Spuller; Karen A. Maynard; Kevin M. Nelder; Marie M. Hartley; Michael L. Angel; Michael S. Brickner; P. D. Yates, III; P. D. Yates, Jr.; Robert N. Reynolds;

all of the city of Atlanta, state of GA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of November, 2016.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 16th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney, call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT

State of GeorgiaCounty of RockdaleGeorge R Haynes being first duly sworn, deposes and says that:(1) He is President of Rehab Construction Co. Inc. the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) George R Haynes
President
 (Title)

Subscribed and sworn to before me

this 19th day of July, 2017

Debra B. Durden
 (Notary Public)

My commission expires June 23, 2019

CONFLICT OF INTEREST STATEMENT (Fill in as applicable)

I, George R Haynes (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's subconsultant(s), nor does Offeror or Offeror's subconsultants have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my subconsultant(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or subconsultant(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my subconsultant(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's subconsultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subconsultants may have in competing for

the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- ☒ **No known actual or potential Conflicts of Interest are subject to disclosure.**
- ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or subconsultants, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or subconsultants have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
7. By signing this statement, I certify for myself and on behalf of my company and any of my subconsultants that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subconsultants participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: Rehab Construction Co., Inc.

By: George R. Haynes

Print Name: George R. Haynes

Title: President

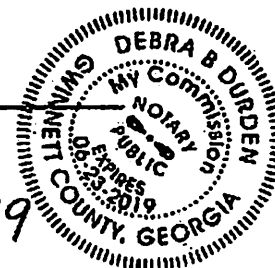
Date: July 19, 2017

Subscribed and sworn to before me

this 19th day of July, 2017

Debra B. Durden
(Notary Public)

My commission expires June 23, 2019



EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" shall mean and include, without limitation, recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred, laid-off; and terminated.
2. The Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor shall send to each labor union or representative of the workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Program of the Owner and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor and his subcontractors shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Owner. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and their subcontractors.

B. The Owner is committed to ensuring full and equitable participation by subcontracting businesses in provision of goods and services on a contractual basis. Bidders shall be fully informed of the Subcontracting Outreach Program as set forth in the contract documents, if applicable. The program requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and to meet or exceed the mandatory level of subcontracting participation. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide maximum opportunities for business growth and development.

C. The Contractor shall identify all subcontractors and vendors, including Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Other Business Enterprises, to be used on this project on the sheet provided as part of the bid proposal. The Contractor shall require all subcontractors and vendors to keep their bids confidential. The Contractor shall, in performance of the Contract, only use those subcontractors and vendors upon which the Contractor's bid was based. Subcontractor and vendor substitutions shall only be made upon the Owner's approval. The Contractor shall enter into contracts with

those subcontractors and vendors, in the same dollar amount upon which the Contractor's bid was based, prior to award of the Contract. Such contracts shall be contingent upon award of the Contract by the Owner and the Owner's Notice to Proceed to the Contractor. Further, such contracts shall constitute a Condition Precedent to the Owner's obligation to pay for any work performed under the Contract for Construction. Each pay request shall identify the dollar amount that will be paid to each subcontractor and vendor for work performed and materials/products furnished under the Contract. The Contractor shall provide the name of each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.

IMMIGRATION REFORM BILL

STATEMENT OF EMPLOYMENT VERIFICATION ELIGIBILITY

BY GENERAL CONTRACTORS

Under the South Carolina General Assembly Immigration Reform Bill, state law requires all public employers to take steps to ensure their General Contractors comply with the law's employment verification requirements.

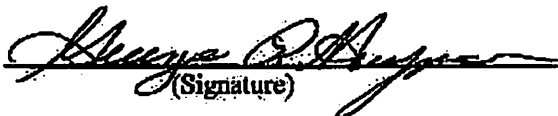
To meet the law's obligations, the City of Columbia is requiring that all General Contractors:

- (1) Comply with the verification requirements of the Immigration Reform Bill, and
- (2) Provide to the City of Columbia documentation needed to establish compliance or that the law does not apply to the Contractors (and any subcontractors or sub-subcontractors).

DATE: July 19, 2017

CONTRACTOR: Rehab Construction Co., Inc.
(Company Name)

I will comply with employment verification requirements under the South Carolina General Assembly Immigration Reform Bill as referenced above.

 (Signature) President (Title)

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Gregory Electric PO Drawer 1419 Columbia, SC 29202	Glenn Greer 803-748-1122	Electrical	\$12,970.00	2 %	Unknown	Unknown
Other Subcontractors and major material Suppliers are unknown at the time this bid was submitted						
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ 12,970.00

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

Business Name:

Rehab Construction Co., Inc.

Representative Name / Title:

George R. Haynes, President



STATE OF SOUTH CAROLINA
 DEPARTMENT OF LABOR, LICENSING AND REGULATION CCB1034494
 SC CONTRACTOR'S LICENSING BOARD
 LICENSE CERTIFICATE

The following Licensee:

★★★ LICENSE# G85339 ★★★

REHAB CONSTRUCTION
 2246 BETHEL RD NE
 CONYERS GA 30012-1850

has met the necessary qualifications required by the laws of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

WF5

LICENSE EXPIRES: 10/31/2018 ✓

Date of Issue: 10/11/2016

Initial License Date: 05/20/1998

*** NEW Dollar Group# Limitations - Effective 05/03/2016: ***
 The number after your 2-letter classification(s) above is your Group#

Group #1 - \$50,000	Group #3 - \$500,000
Group #2 - \$250,000	Group #4 - \$1,500,000
Group #5 - \$Unlimited	

License Qualifier(s): GEORGE HAYNES

*** It is at the discretion of the licensee, not the board, to authorize officers of the company to pull permits and conduct business ***

Ryan Jones
 Administrator

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/16/2017 8:21:21 AM

BUSINESS INFORMATION

CONTROL NUMBER K524046
BUSINESS NAME REHAB CONSTRUCTION CO., INC.
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 01/16/2017

PRINCIPAL OFFICE ADDRESS

ADDRESS P O Box 924, CONYERS, USA

REGISTERED AGENTS NAME AND ADDRESS

NAME	ADDRESS
G.R. HAYNES	2246 BETHEL RD, Rockdale, CONYERS, GA, 30012, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
GEORGE R HAYNES	CFO	2246 BETHEL ROAD, CONYERS, USA
GEORGE R HAYNES	CEO	2246 BETHEL ROAD, CONYERS, USA
JOSHUA C HAYNES	SECRETARY	4393 Mink Livsey Road, Snellville, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE George R. Haynes
AUTHORIZER TITLE Registered Agent



B. P. Kemp

Brian P. Kemp
Secretary of State



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF
STATE
**BRIAN P.
KEMP**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **REHAB
CONSTRUCTION CO.,
INC.** Control Number: **K524046**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

Business Purpose:

Principal Office P.O. Box 924,
Address: **CONYERS, GA, 30012** Date of Formation /
Registration Date: **7/12/1995**

State of Formation: **Georgia** Last Annual
Registration Year: **2017**

REGISTERED AGENT INFORMATION

Registered Agent
Name: **G.R. HAYNES**

Physical Address: **2246 BETHEL RD, Rockdale, CONYERS, GA, 30012, USA**

OFFICER INFORMATION

Name	Title	Business Address
GEORGE HAYNES, R	CFO	2246 BETHEL ROAD, CONYERS, GA, 30012, USA
GEORGE HAYNES, R	CEO	2246 BETHEL ROAD, CONYERS, GA, 30012, USA
JOSHUA HAYNES, C	Secretary	4393 Mink Livsey Road, Snellville, GA, 30039, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <http://www.sos.ga.gov/>
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We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve services for Electrical Control Upgrades at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, a certified Minority Business Enterprise in an amount not to exceed \$681,577.60. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Maintenance and Repair / Water and Sewer CIP Project Cost 5529999-658650. This is a Clean Water 2020 Program Project. The original budgeted amount is \$1,096,044.54.

Sub-consultant CITI, LLC of Charlotte, NC will provide services at \$270,000.00 (43.5%) of the contract value.

ORIGINAL BUDGET: \$1,096,044.54

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Three (3) bids were received for construction services for the (SS7285- Part C) Electrical Control Upgrades at the MWWTP (BID#085-16-17-DS) as requested by Columbia Water.

The total construction time allocated for this project is two hundred forty (240) days after the notice to proceed is issued. I respectfully request City Council's approval of this service from AAA Utility and Construction, LLC, a Minority Business Enterprise (MBE) at an amount not to exceed \$681,577.60.

AAA Utility and Construction, LLC, is located in Columbia, SC.

Base Bid	\$619,616.00
Contingency 10%	\$ 61,961.60
Total	\$681,577.60

This will be charged as follows:

Maintenance & Repair / Water & Sewer CIP Project Cost	
5529999-658650	\$681,577.60

ATTACHMENTS:

- **#a:** Bid085 Contract (PDF)
- **#b:** Attachment 1 Bid085 Cover Sheet (PDF)
- **#c:** Attachment 2 Bid085 Bid Tabulation (PDF)
- **#d:** Attachment 3 Bid085 Eng. Ltr. of Recommend & Site Map (PDF)
- **#e:** Attachment 4 Bid085 Compliance Approval & Business Information Record (PDF)

CONTRACT

City of Columbia, South Carolina

CIP # SS7285 Part C

Electrical Control Upgrades at the Metro WWTP

Bid #085-16-17-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and AAA Utility and Construction, LLC with legal address and principal place of business at 5448 Bluff Road, Columbia, SC 29209, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Howard Engineering, Inc.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be (210) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional (30) consecutive calendar days to final completion for a total construction time of two hundred forty (240) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Six Hundred Nineteen Thousand, Six Hundred Sixteen Dollars and 00/100 Cents (\$619,616.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 9 Pedestrian, Bicycle & Complete Streets Design Guidelines, Part 15 General Specifications, Part 17 Specification for Sanitary Sewer, Part 20 Specification for Sodding, Fertilizing and Seeding.

9.2.7 Special Provisions and Technical Specifications.

9.2.8 Location Map.

9.2.9 Drawings, numbered 1 through 9 inclusive and dated April 7, 2017.

9.2.10 Addenda numbers 1 to 5, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

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

This Contract shall become effective on _____, 20____.

Contractor

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

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

APPROVED AS TO FORM

 9/19/17
Legal Department City of Columbia, SC



Requesting a Contract

Name of Department	<u>Department of Procurement and Contracts</u>
Name of City Project Manager	<u>John Riggs, Assistant. Wastewater Eng., Columbia Water</u>
Project Number and Description	<u>(SS7285 Part C) Electrical Control Upgrades at MWWTP</u> <u>Bid#085-16-17-DS</u>
Name of Contractor Award recommended	<u>AAA Utility and Construction, LLC</u>
Type of Procurement	<u>Open Public</u>
List of Subcontractors	<u>See Attachment 4 Business Information Record</u>
Clean Water 2020	<u>Yes</u>
Amount of Compensation	<u>\$619,616.00 Bid Amount</u> <u>(\$61,961.60 Contingency / Total project approval amt. \$681,577.60)</u>
Original Budget	<u>\$1,096,044.54</u>
Funding Source	<u>5529999-658650 Maintenance & Repair / Water & Sewer CIP Cost</u>
City Council District	<u>Outside City</u>

Event Number	BID085-16-17-DS Addendum 5	Organization	City of Columbia, SC
Event Title	Electrical Control Upgrades at the Metro W	Workgroup	Purchasing
Event Description		Event Owner	LaWana Robinson-Lee
Event Type	RFP	Email	lcrobinson@columbiasc.net
Issue Date	6/29/2017 10:00:01 AM (ET)	Phone	
Close Date	7/27/2017 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AAA Utility and Construction LLC	Columbia	SC	7/27/2017 08:56:13 AM (ET)	1	\$619,616.00
mcclam & associates inc	little mountain	SC	7/27/2017 09:30:20 AM (ET)	1	\$685,580.00
Shady Grove Construction, LLC	Irmo	SC	7/27/2017 09:24:32 AM (ET)	1	\$771,000.84

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



August 2, 2017

Ms. Debbie Scott
City of Columbia
1800 Main Street
Columbia, SC 29201

Re: Electrical Control Upgrades at Metro WWTP
Bid Evaluation - BID #085-16-17-DS (SS7285 Part C)

Dear Ms. Scott:

This letter is in regard to the bid opening held at the City's office on July 27, 2017. Three bids were received, publicly opened and read aloud. The bids were checked and are as follows:

CONTRACTOR	TOTAL BID
AAA Utility and Construction	\$619,616.00
McClam & Associates	\$685,580.00
Shady Grove Construction	\$771,000.84

AAA Utility and Construction is the Apparent Low Bidder. No irregularities were noted with their bid package.

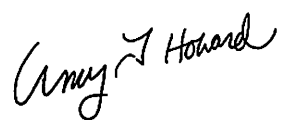
It is the opinion of this office that the low bidder meets the requirements set forth in the Instructions for Bidders in the bid documents. In accordance with the Instructions to Bidders, Paragraph 14.25, Method of Award, we recommend the contract for the Electrical Control Upgrades at the Metro WWTP be awarded to AAA Utility and Construction in the amount of \$619,616.00.

In accordance with the Instructions to Bidders, Paragraph 14.20, Insurance, the Contractor is required to submit certificates of insurance which are endorsed to name the Owner as additional insured. Please forward copies of these policies to us when you have received them.

P.O. Box 237, Marietta, SC 29661

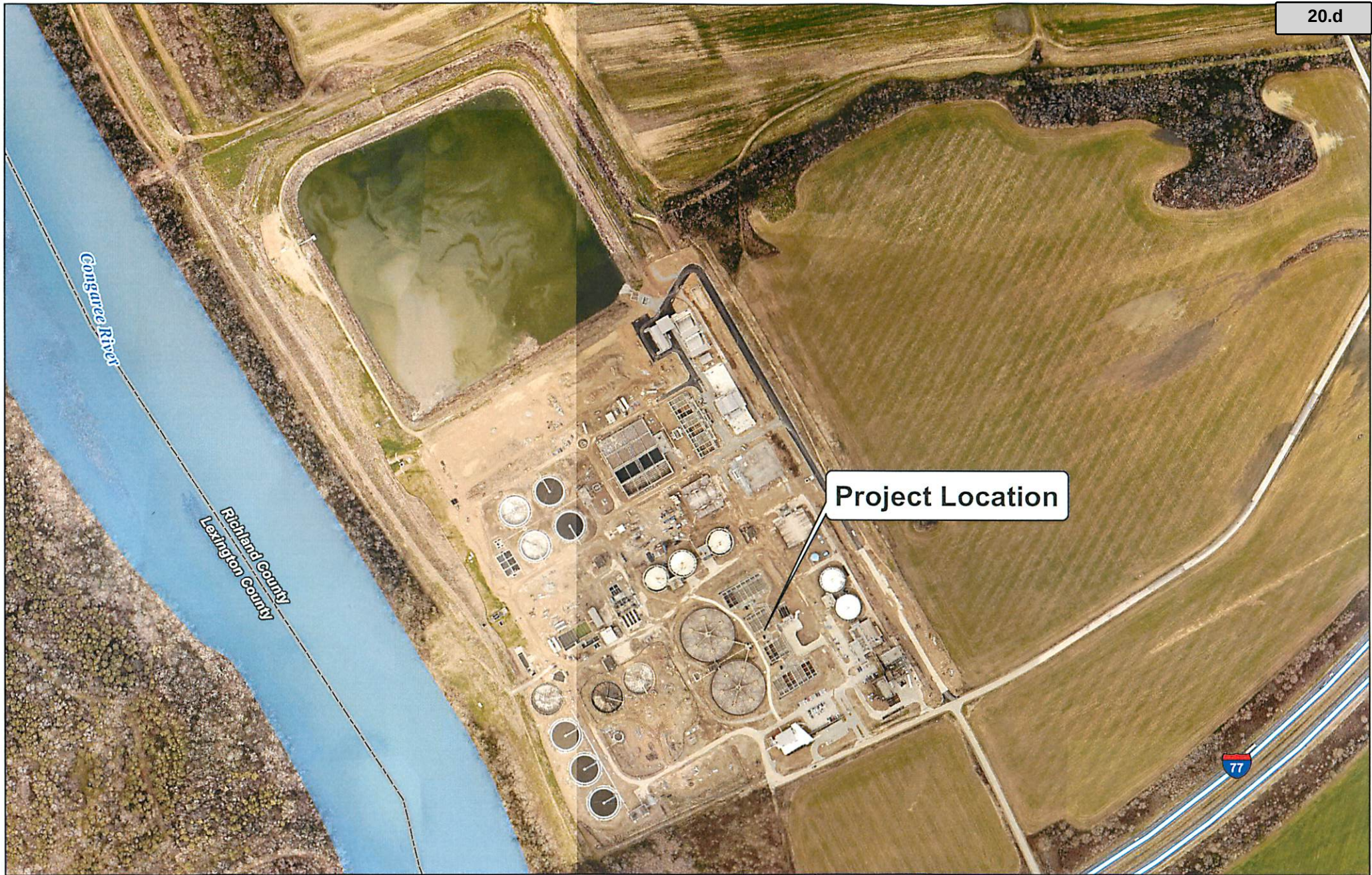
Thank you for the opportunity to assist the City with this project. Please call me if you have questions regarding the contract award.

Sincerely,

A handwritten signature in black ink that reads "Amy T. Howard". The signature is written in a cursive, flowing style.

Amy T. Howard, P.E.

Howard Engineering, Inc.



Clean Water 2020
 "Columbia's Clear Vision For Clean Water"



We Are Columbia

PA: April 12, 2017
 CW2020\Production Maps\ProjectLocation Maps\SS7285



1 inch = 500 feet

0 250 500 750 Feet

Addition of a
 Control Building at
 Metro WWTP

CIP #SS7285 Part C

Packet Pg. 259

Prepared For:



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts
DATE: July 27, 2017

SUBJECT: BID085-16-17-DS (SS7285 – Part C) Electrical Control Upgrades at the MWWTP)

Bids for this project were opened publicly at 10:00 a.m., July 27, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Local Business Preference Program.

The apparent low bidder is AAA Utility and Construction of Columbia, SC at \$619,616.00.

Please review and verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Also please check the subcontracting for compliance noted on the Business Information Record under the LBE policy.

Please indicate your approval by signing below and returning to me.

Thank You.

Review Approved: 
Ayesha Driggers, Compliance Administrator

Date: 8/1/17

Bid No: 085-16-17-DS (SS7285 Part C) Electrical Control Upgrades at the Metro WWTP
Page 30 of 40

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MDE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved ? Yes or No
CITL, LLC 4030 Yancey Road Charlotte, NC 28217	Mario Gonzalez (704) 969-2484	•Train 1 Primary PLC-13000A •Train 1 DAF Modifications to PLC-13100 and PLC-13200 •Train 1 DAF Modifications to Skimmers, Thickened Sludge, and Mixed Sludge Pumps VFD Panels	\$270,000.00	43.5 %		
				%		
				%		
				%		
				%		

TOTAL: \$ 270,000.

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

Business Name:

AAA Utility and Construction

Representative Name / Title:

David Welsford

Date:

07.27.17



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve construction services for the Busby Street Community Resource and Training Complex, as requested by the Parks and Recreation Department and the Columbia Police Department. Award to Clayton Construction Company, Inc. in an amount not to exceed \$2,948,000.00. Clayton Construction Company, Inc. is located in Spartanburg, SC.

FINANCIAL IMPACT: Funding Source: 4039999 - CP106002 - 658650 Busby Street. The budgeted amount for this Contract is \$3,134,906.82. Kapasi Glass is a MBE firm located in Spartanburg, SC and will provide storefront and glazing at \$55,965.00 (2.07% of the Contract value). USA Waterproofing is a MBE firm located in Charlotte, NC and will provide joint sealant and weather barrier at \$36,123.00 (1.34% of Contract value). Grow Electric is a WBE firm located in Lexington, SC and will provide electrical work at \$274,900.00 (10.19% of Contract value). Black Construction Company, LLC is a WBE firm located in Bamberg, SC and will provide site work at \$387,985.00 (14.38% of Contract value).

ORIGINAL BUDGET: \$3,134,906.82

CLEAN WATER 2020?: No

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

Four (4) bids were received for construction services for the Busby Street Community Resource and Training Complex (Bid#018-17-18-GBP) as requested by Parks and Recreation and the Police Department.

The total construction time allocated for this project is two hundred forty-five (245) consecutive calendar days after the notice to proceed is issued.

Base Bid \$2,698,000.00

Contingency	\$250,000.00
Total	\$2,948,000.00

**ATTACHMENTS:**

- **#a:** Contract (PDF)
- **#b:** Bid tabulation (PDF)
- **#c:** PM Recommendation for Busby Street Community Resource and Training Complex Bid 018-17-18-GBP (MSG)
- **#d:** Business Information Records form for Clayton Const. for Busby Street (PDF)

CONTRACT

City of Columbia, South Carolina

CT106002

Busby Street Community Resource and Training Complex

Bid #018-17-18-GBP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Clayton Construction Company, Inc. with legal address and principal place of business at P.O. Box 2998, Spartanburg, SC 29304, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Architects Design Group in Association with McCreary/Snow Architects PA.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be two hundred forty-five (245) consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Two Million Six Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$2,698,000.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Fifty Dollars and Zero Cents (\$350.00) per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Specifications numbered 1 through 819, inclusive and dated 8/9/2017.

9.2.9 Drawings, numbered 1 through 69, inclusive and dated 8/9/2017.

9.2.10 Addenda numbers 1 to 5, inclusive.

9.2.11 Allowances 2 through 5, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

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

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

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

This Contract shall become effective on _____, 20__.

Contractor

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

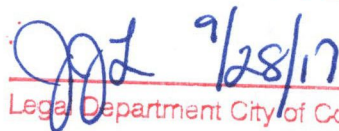
Address for giving notices

Date: _____

Date: _____

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

City of Columbia, SC
8/07/2017

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Contract
Section 00500 - 4

Event Number	BID018-17-18-GBP Addendum 5	Organization	City of Columbia, SC
Event Title	Busby Street Community Resource and Trai	Workgroup	Purchasing
Event Description	Pre-bid Meeting is August 24, 2017 at 10:00	Event Owner	Gary Porth
Event Type	IFBs	Email	gbporth@columbiasc.net
Issue Date	8/15/2017 04:19:00 PM (ET)	Phone	803 (545) 3241
Close Date	9/19/2017 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
URSource Contracting, LLC	West Columbia	SC	9/8/2017 07:01:38 PM (ET)	0	\$0.00
Clayton Construction Company, Spartanburg		SC	9/19/2017 10:59:28 AM (ET)	1	\$2,698,000.00
Hammer Construction, LLC	Columbia	SC	9/19/2017 10:52:30 AM (ET)	1	\$2,981,700.00
Pyramid Contracting	Irmo	SC	9/19/2017 10:57:01 AM (ET)	1	\$2,985,500.00
c4 builders	charlotte	NC	9/19/2017 10:42:31 AM (ET)	1	\$3,051,000.00

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

Moore, Erika

From: Probst, Robert J
Sent: Wednesday, September 20, 2017 9:51 AM
To: Porth, Gary B
Cc: Higgins, Dana R; Catoe, Oscar
Subject: RE: Busby Street Community Resource and Training Complex Bid 018-17-18-GBP

Gary, I recommend Clayton Construction for the amount of \$2,698,000.00 with a \$250,000 cash contingency. Thanks,
 bob



Bob Probst AIA
City Architect
 Utilities & Engineering Department
 Construction Management Division
 1136 Washington Street, Suite 510
 PO Box 147
 Columbia, SC 29217
 office 803-545-4002
 cell 803-315-6560
 E-Mail: rjprobst@columbiasc.net

From: Porth, Gary B
Sent: Wednesday, September 20, 2017 9:45 AM
To: Probst, Robert J
Cc: Higgins, Dana R
Subject: Busby Street Community Resource and Training Complex Bid 018-17-18-GBP

Bob,

Please see the attached bid tabulation for Busby Street. I did not do a bid analysis since this was a lump sum bid and there was only one figure for each bidder. All the bidders are apparently responsive. Please let us have your recommendation as soon as possible and we will move forward with getting the contract drafted and sent to Legal for approval and then get the project on Minute Traq for City Council's approval. I will get the contract completed as soon as I hear back from you and will keep the project moving.

There is no contingency included in the bid tabulation. Please let me know the amount of contingency you wish to include in our request to Council and we also need to make sure that the Requisition has been updated to include the funds for the total of the project (base bid + contingency).

Thanks,

Gary



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

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

Bid No: 018-17-18-GBP Busby Street Community Resource and Training Complex
Page 30 of 44

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Kapasi Glass 398 W Main Street Spartanburg, SC 29301	864-583-6200	Storefront and Glazing	55,965.00	2.07 %	MBE	Yes
USA Waterproofing 3721 Atmore St. Charlotte, NC 28205	Dean Miller 803-831-0312	Joint Sealant and Weather Barrier	36,123.00	1.34 %	MBE	No
Grow Electric 160 Whiteford Way Lexington, SC 29072	Jeff Grow 803- 951-2099	Electrical	274,900.00	10.19 %	WBE	No
Black Construction Co., LLC P.O. Box 512 Bamberg, SC 29003	Troy Black 803-682-1004	Site Work	387,985.00	14.38 %	WBE	No
				%		

TOTAL: \$ 754,973.00

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

Business Name:

Clayton Construction Company, Inc.

Representative Name / Title:

Josh Kale, Vice President

Date:

09/19/17



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC

FINANCIAL IMPACT: First reading approval was given on September 5, 2017.

ATTACHMENTS:

- **#a:** 2017-075 franchise to Michael Trombino dba Slidr LLC (PDF)

HISTORY:

09/05/17

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2017-075*Granting a Franchise to Michael Trombino d/b/a Slidr, LLC*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that pursuant to Sec. 12-18, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Michael Trombino d/b/a Slidr, LLC, is granted a franchise for a period of one (1) year from the date of enactment hereof for the operation of vehicles displaying advertising.

PROVIDED FURTHER that the privilege granted hereby for the use may be modified, suspended or terminated by the City Manager, at his or her discretion at any time without notice for failure to conform to the requirements of Sec. 12-18 or should it be necessary for safety or other public operations.

Requested by:

Assistant City Manager Palen

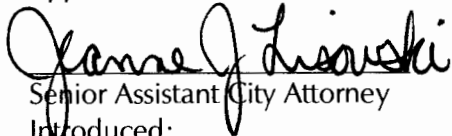
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-085 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Farm to Table on Thursday, October 26, 2017

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2017-085 Contemporaries Farm to Table in Boyd Plaza (Oct 26) (PDF)

RESOLUTION NO.: R-2017-085

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Farm to Table on Thursday, October 26, 2017

WHEREAS, the Columbia Museum of Art is sponsoring the Contemporaries Farm to Table in Boyd Plaza adjacent to the Museum on Thursday, October 26, 2017 from 5:00 p.m. until 9:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Thursday, October 26, 2017 from 4:00 p.m. until 9:30 p.m. for set up, clean up, and staging of the event to be held on Thursday, October 26, 2017 from 5:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, October 26, 2017 from 5:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 5:00 p.m. and 8:30 p.m. on Thursday, October 26, 2017; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV,

Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursday, October 26, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

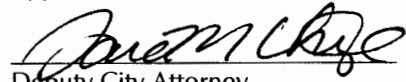
Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 8/24/2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Lydia Salais
lydia@columbiamuseum.org
803-343-2208

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Contemporaries Farm to Table Dinner

DATE(S) OF EVENTS: 10/26/2017

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSED
(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.)
ALLOW TIME FOR SET UP/CLEAN UP

4:00pm-9:00pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00pm-9:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00pm-8:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

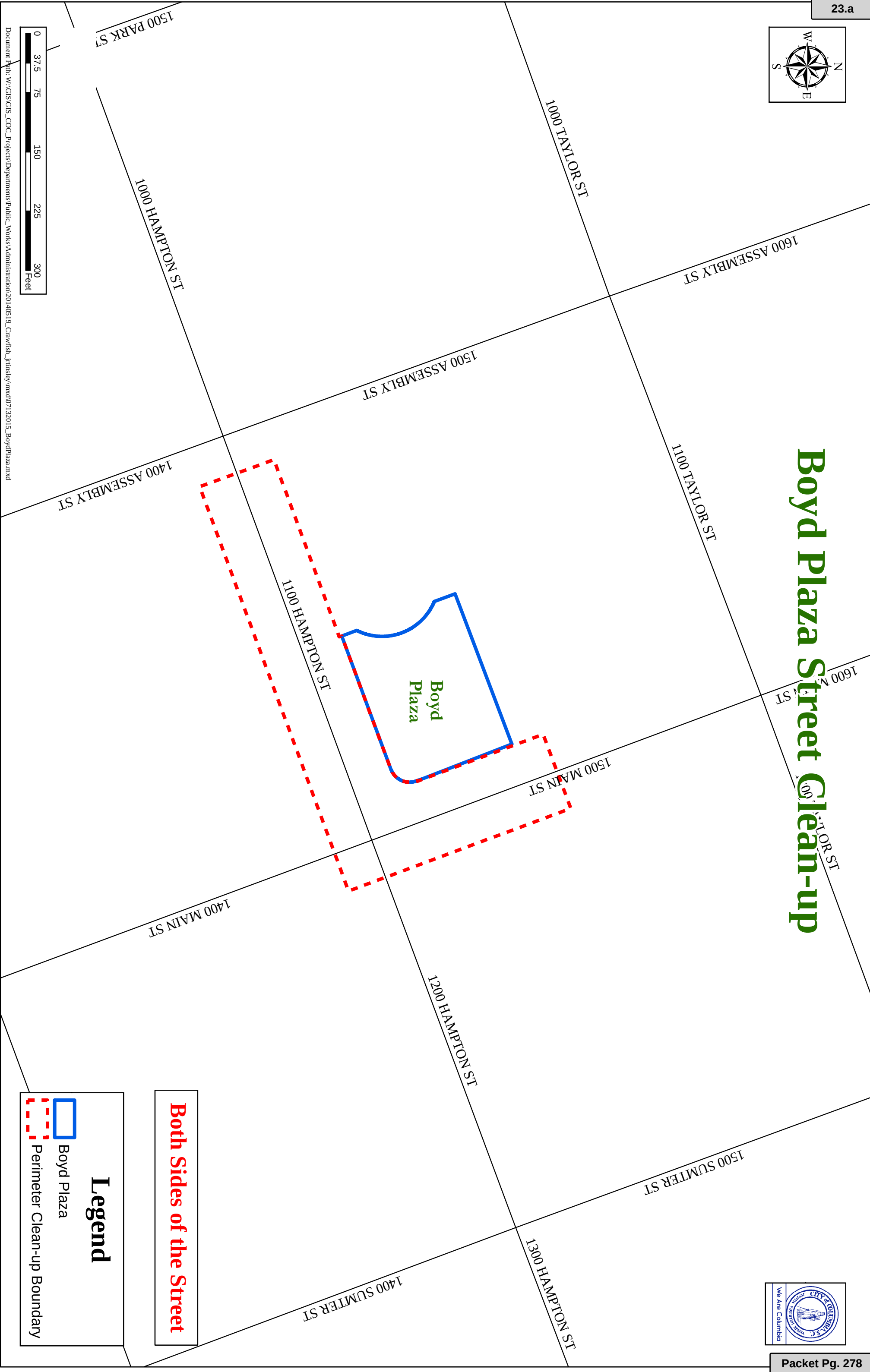
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013



Boyd Plaza Street Clean-up



Boyd Plaza

Perimeter Clean-up Boundary

Both Sides of the Street





We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-099 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Wednesday, October 4, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-099 Contemporaries Biergarten (Oct 4) (PDF)

RESOLUTION NO.: R-2017-099

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Wednesday, October 4, 2017

WHEREAS, on September 5, 2017 City Council approved Resolution No.: R-2017-076 authorizing the consumption of beer and wine only at the Contemporaries Biergarten in Boyd Plaza adjacent to the Columbia Museum of Art on Thursday, September 28, 2017; and,

WHEREAS, a scheduling conflict has occurred and the Museum has requested rescheduling of the event to October 4, 2017 and permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Wednesday, October 4, 2017 from 4:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held on Wednesday, October 4, 2017 from 5:00 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Wednesday, October 4, 2017 from 5:00 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 5:00 p.m. and 8:30 p.m. on Wednesday, October 4, 2017; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter

15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Wednesday, October 4, 2017, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

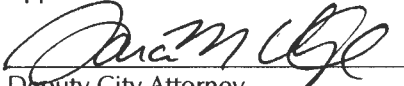
Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 09/20/2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mario Guevara
mario@columbiamuseum.org
803-343-2212

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Contemporaries' Beer and Brats

DATE(S) OF EVENTS: 10/04/2017

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

5:00 p.m.-10:00 p.m.

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 p.m. - 9:00 p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 5:00 p.m. - 8:30 p.m.)

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

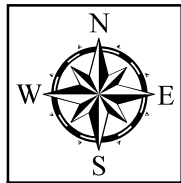
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

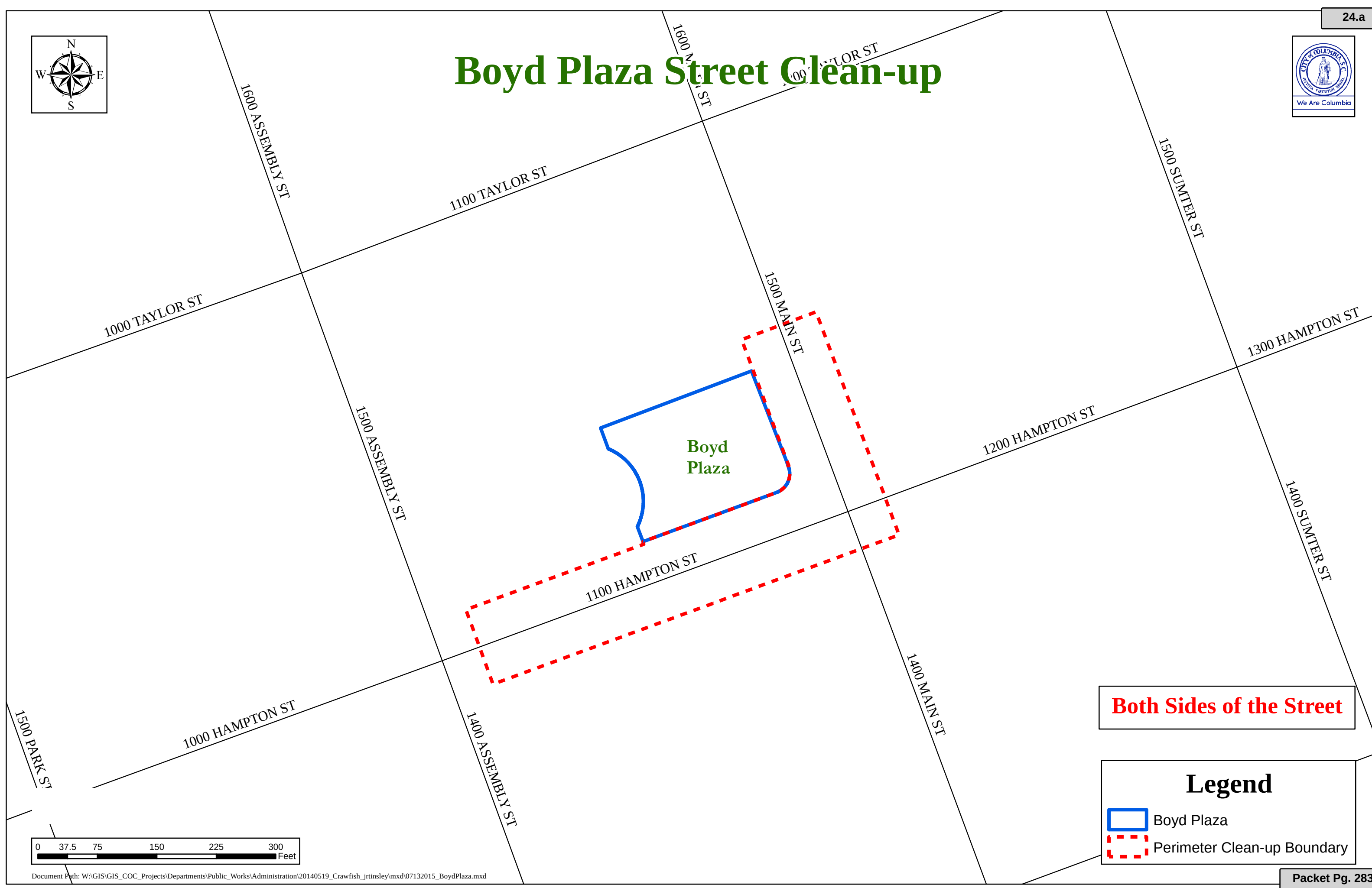
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net **parade permit, police**
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013



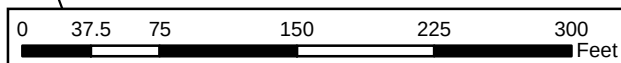
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

-  Boyd Plaza
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Nigeria's Independence Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

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



City of Columbia
A Proclamation of Nigeria's Independence

WHEREAS, on October 14, 2017, the Nigerian Community will host the National Independence Celebration of Nigeria's 57th year as an independent nation; and

WHEREAS, the Nigerian Community is a social-cultural, support and development platform that was borne out of a desire to promote and defend the welfare of the Nigerian community who reside in the greater City of Columbia area; and

WHEREAS, on October 28, 1999, the objectives of the platform were created to foster peace and unity, promote and encourage development of the Nigerian people in infrastructure and human capacity, promote the cultural values, and identify the challenges of their people and to disseminate the information to the State government for possible action where necessary; and

WHEREAS, South Carolina has approximately 5,000 Nigerians in residence, and Nigerian immigrants account for about 0.6 percent of the United States' overall foreign-born populations; and

WHEREAS, first and second-generation Nigerian's have proven themselves to be highly educated and productive members of society; and

WHEREAS, The City of Columbia has found it appropriate that we celebrate the independence of Nigeria and honor the residents here in South Carolina on the occasion of this nation's 57th year of independence.

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 15, 2017 to be

Nigeria's Independence Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: **October 3, 2017**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **Domestic Violence Awareness Month Proclamation - The
Honorable Tameika Isaac Devine**

PRESENTER: **Councilwoman Devine**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: National Community Planning Month Proclamation -The Honorable Mayor Stephen K. Benjamin

PRESENTER: The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** National Community Planning Month Proclamation (PDF)



A Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Columbia; and

WHEREAS, We recognize the many valuable contributions made by professional community and regional planners of the City of Columbia and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2017 is hereby designated as Community Planning Month in the City of Columbia in conjunction with the celebration of National Community Planning Month.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: **October 3, 2017**

DEPARTMENT: **Office of the Mayor**

FROM: *Stephen Benjamin, Mayor*

SUBJECT: **PANS/PANDAS Awareness Day Proclamation - The
Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** PANS PANDAS proc (PDF)



City of Columbia
A Proclamation of PANS/PANDAS Awareness
Pediatric Acute-onset Neuropsychiatric Syndrome (PANS)
Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections (PANDAS)

WHEREAS, Columbia and the nation have resolved to proclaim October 9 to be PANS/PANDAS awareness day; and

WHEREAS, it is fitting and proper to recognize this issue officially to encourage activism and compassion in the community and for its citizens; and

WHEREAS, it is appropriate to help and honor those individuals and families who are struggling in order to build a stronger community and benefit those in it; and

WHEREAS, more than 1 in 200 children nationwide struggle with this disorder and are commonly left undiagnosed or misdiagnosed; and

WHEREAS, in the Midlands alone, families need support, recognition and advocacy for a disorder that causes severe psychiatric symptoms such as OCD (obsessions and/or compulsions), severe separation anxiety, generalized anxiety, developmental regression, irritability, hyperactivity, ADHD symptoms, motoric hyperactivity, abnormal movements, restlessness, verbal tics, difficulty sleeping/insomnia, increased urination frequency and/or bedwetting, anorexia, refusal to eat and oppositional defiance; and

WHEREAS, the average onset of age is between 4 and 7 years and with prompt intervention, support and assistance, children have the ability to make full a full recovery, meaning the families and individuals can go on to lead healthy lives.

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, 2017 to be

PANS/PANDAS Awareness Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

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

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Office of Business Opportunities

FROM: Tina Herbert,

SUBJECT: Business Spotlight Program Honoree - Mr. Angelo McBride,
Office of Business Opportunities Administrator

PRESENTER: Angelo McBride

FINANCIAL IMPACT: CARBRA Construction and Design, Inc.

BUSINESS PROGRAM: Minority Business Enterprise

CLEAN WATER 2020?: No

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** MEMOCarbra Construction and Design Inc (DOC)
- **#b:** CARBRA Construction and Design Spotlight Proclamation September 2017 (DOC)
- **#c:** Business Spotlight Carbra Construct & Design.mp4 - Google Drive (URL)



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: August 23, 2017

Re: Business Spotlight Honoree Recognition

The Office of Business Opportunities would like to be placed on the Tuesday, September 5, 2017 City Council Agenda to formally recognize CARBRA Construction and Design, Inc. as this Quarter Business Spotlight Honoree.

CARBRA Construction and Design, Inc. was established on December 30, 2009 as a as a certified small woman and minority owned business enterprise performing general contracting and construction management providing innovative commercial and residential building services in Columbia, South Carolina.

CARBRA Construction and Design, Inc. further demonstrated community contributions to Richland County Public Schools, University of South Carolina, Low Country Jazz Festival, and Jim Clyburn Scholarship, and 2016 Women Empowerment Expo.

Because of their community involvement and contribution, reputation, innovation and diversity, CARBRA Construction and Design, Inc. was selected as this Quarter's Business Spotlight Honoree.

The Honoree:

Betty Price
CARBRA Construction and Design, Inc.
2204 Academy Street
Columbia, SC 29203



*City of Columbia
A Proclamation*

WHEREAS, Carbra Construction and Design, Inc. was established on December 30, 2009, as a certified small woman and minority owned business enterprise performing general contracting and construction management providing innovative commercial and residential building services in Columbia, South Carolina; and

WHEREAS, CARBRA Construction and Design is one of the fastest growing certified minority construction company focusing on new building constructions, interior renovations, asphalt paving, masonry, water and sewer construction in the Midlands and City; and

WHEREAS, Betty Price, President and CEO, is a licensed general contractor with clientele that includes local, state, and federal governments, educational institutions, retail stores, religious institutions, multi-family and single family dwellings; and

WHEREAS, CARBRA Construction and Design contributes to the community through the Richland County Public Schools, University of South Carolina, Low Country Jazz Festival, and Jim Clyburn Scholarship, 2016 Women Empowerment Expo, and,

WHEREAS CARBRA Construction and Design has been widely recognized in the Midlands and featured in the Real Business Women of Columbia, Columbia's Trailblazing Women, the Minority Eye, Carolina Panorama, the Minority Business Development Agency, and,

WHEREAS, the City of Columbia and the Columbia Chamber of Commerce recognize Carbra Construction and Design, Inc. as the Business Spotlight Honoree for 2017 and congratulates it on 8 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 2017 as

CARBRA Construction and Design, Inc. Quarter

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*

*Daniel J. Rickermann
District IV, Council Member*

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

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

*Moe Baddourah
District III, Council Member*



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-073 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2017-073 t-fer unopened pt Willow Street to Housing Authority (Lorick Place) (PDF)

ORDINANCE NO.: 2017-073

Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A

WHEREAS, by Resolution No.: R-2017-054 City Council noticed a request to receive public input on June 20, 2017, pursuant to R-2014-053, regarding the request of the Columbia Housing Authority to permanently close to vehicular traffic and transfer to the Columbia Housing Authority an unopened portion of right-of-way of Willow Street (formerly known as Pine Street), containing approximately 0.39 acres, located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13, CF#340-16A as shown on a plat prepared for the City of Columbia by Chao and Associates dated April 27, 2017, a copy of which is attached hereto as Exhibit "A", for use in the development of the new Lorick Place Subdivision; and,

WHEREAS, no one appeared on June 20, 2017 in objection to the permanent closure and transfer of the unopened portion of said right-of-way of Willow Street (formerly known as Pine Street) to the Columbia Housing Authority; and,

WHEREAS, the Mayor and City Council desire to have the City Manager execute a Quit-Claim Deed to transfer the unopened portion of right-of-way of Willow Street (formerly known as Pine Street), containing approximately 0.39 acres, located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13 to the Columbia Housing Authority; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2017, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute a quit-claim deed to The Housing Authority of the City of Columbia, its successors and assigns, for an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; CF#340-16A, more clearly shown on a plat prepared for the City of Columbia for Willow Street, dated April 27, 2017, prepared by Chao & Associates, Aaron C. Brooks, Jr., SC R.L.S. #20462 and being on file in the office of the Department of Engineering under City File #340-16A. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE
QUIT-CLAIM DEED (PUBLIC STREET)

COUNTY OF RICHLAND)

Know All Men by These Presents, That

CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid by the

THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA

(hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto

THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, its successors and assigns:

All that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia and identified as a portion of **WILLOW STREET (formerly Pine Street)**, containing 0.39 Acres, extending from the western boundary of West Avenue to the dead end of said Willow Street at the eastern property line of Richland County TMS#09213-08-10 and described as follows, to-wit:

Beginning on the common boundary of the eastern boundary of Willow Street (unopened 50' right-of-way) and the western boundary of West Avenue at the southeastern property corner of Richland County TMS#11601-25-01, n/f The Housing Authority of the City of Columbia and extending S04°22'07"W along the common boundary of the eastern boundary of said Willow Street and the western boundary of West Avenue, for a distance of fifty and thirty-one hundredths (50.31') feet; thence turning and extending therefrom S87°04'13"W along the southern boundary of said Willow Street, for a distance of three hundred forty-two (342') feet to an iron pin at the common boundary of the western boundary of said Willow Street and the southeastern property corner of Richland County TMS#09213-08-10, n/f The Housing Authority of the City of Columbia; thence turning and extending therefrom N04°28'09"E along the common boundary of the western boundary of said Willow Street and the eastern property line of said TMS#09213-08-10, for a distance of fifty and thirty hundredths (50.30') feet to an iron pin at the common boundary of the western boundary of said Willow Street and the southeastern property corner of Richland County TMS#09213-08-07, n/f The Housing Authority of the City of Columbia; thence turning and extending therefrom N87°03'57"E along the northern boundary of said Willow Street, for a distance of three hundred forty-one and ninety-two hundredths (341.92') feet to an iron pin at the common boundary of the eastern boundary of said Willow Street, the western boundary of West Avenue and the southeastern property corner of said TMS#11601-25-01, also being the point of beginning; thence terminating. Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of Willow Street, dated April 27, 2017, prepared by Chao & Associates, Inc., Aaron C. Brooks, Jr., S.C. R.L.S. #20462, for the City of Columbia and being on file in the Office of the City of Columbia, Department of Engineering under file reference #340-16A. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all ordinances, conditions, covenants, reservations, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: DEED BK. CR, PAGE 192

TAX MAP NUMBER: Located Between Richland County TMS#11601-25-02 and TMS#09116-02-13

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: City of Columbia
c/o Finance Department
P. O. Box 147, Columbia, SC 29217

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

(Witness #1 Signature)

By: _____

Name: **Teresa Wilson**

Title: **City Manager**

(Witness #2 Signature)

STATE OF South Carolina)

ACKNOWLEDGMENT

COUNTY OF Richland)

The foregoing instrument was acknowledged before me this _____ day of _____
2017 by Teresa Wilson of Columbia, South Carolina on behalf of the within-named Grantor.
(Name & Title of Officer) (City & State)

(Notary Public's Signature)

Notary Public for the State of _____

My Commission Expires: _____

GN (File: Lorick Place Development; CF#340-16A)

APPROVED AS TO FORM

Legal Department City of Columbia, SC



APRIL 27, 2017
 22 APR 27 2017
 AARON C. BROOKS JR. SC RLS #20462

1 of 1

Jones, Jessica M

To: Nash, Gale
Cc: Legal Review; Ardis, Shari
Subject: 8/28/17 - Document Review Return - Street Deed - Portion of Willow St. (Formerly Pine St.) - Matter 17080498
Attachments: [REDACTED]

Good afternoon Gale,

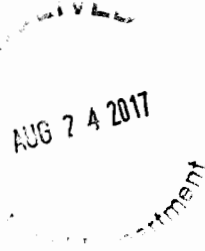
The attached document was reviewed and is approved as to form. The original will be forwarded to Shari Ardis to be attached to the Ordinance. If you have any concerns regarding this matter, please contact us.

Jessica M. Jones, Legal Assistant
Office of the City Attorney
P. O. Box 667
Columbia, SC 29202
Phone: (803) 737-4242 FAX: (803) 737-4250 jmjones@columbiasc.net

"CONFIDENTIALITY NOTICE: This electronic email may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic mail or its contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply email so that we may correct our internal records. Please then delete the original message."

Attached file: 2017 - Street Deed - Portion of Willow St. (formerly Pine St.) - 17080498.pdf;

CITY OF COLUMBIA
SOUTH CAROLINA



We Are Columbia

Matter No: 17080498
X-Ref Matter No.: _____
Attorney: DMT Date In: 8/24/17
File No: _____
DO: 8/28/17 DC: _____

INTER-OFFICE MEMORANDUM

TO: Legal Review

FROM: Gale Nash, Real Estate Division Manager

SUBJECT: **LEGAL REVIEW** (RUSH) – Street Deed for a Portion of Willow Street
(Formerly Pine Street); Located Between Richland County TMS#11601-25-02 and TMS#09116-02-13; CF#340-16A

DATE: August 24, 2017

INITIALS:

Attached please find the referenced document for:

- ☐ Review and comment by _____, 2017.
- ☐ Preparation of an ordinance to be scheduled before Council on _____, 2017.
- ☐ Preparation of a resolution to be scheduled before Council on _____, 2017.
- ☐ Other: (specify reason/action requested)

☒ RUSH review requested because the transaction must be finalized by Friday, August 25, 2017, per the Developer because they are under a tight schedule for this project.

I verify:

- ☐ This is a draft contract, RFP or RFQ. I have reviewed the document and am satisfied with the fussiness terms set forth.
- ☒ There are no grammar, spelling or pagination errors; automatic annual renewals without termination notice; indemnification, hold harmless or arbitration clauses; provisions for interest accrual on delinquent invoices, attorney's fees to be paid by the City, contracts to be governed by any law other than the State of South Carolina or disputes to be resolved in a jurisdiction other than the Circuit Courts of South Carolina with venue in Richland County; signature lines for authority by anyone other than the City Manager.

My concerns are (Specify):

☐ This is a supplemental document for Matter #

Attachments(s)

Thanks!
GN/(your initials)

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-084 Transfer unopened portions of
Marion and Catawba to USC

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-103 Approving the honorary naming of the 5000 block of Monticello between Summit Street and Dixie Street "Bishop Robert L. Bishop Way"

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-103 honorary naming 5000 blk Monticello-Bishop Robert L. Bishop Way (PDF)

RESOLUTION NO.: R-2017-103

*Approving the Honorary naming of the 5000 block of Monticello Road between
Summit Street and Dixie Street "Bishop Robert L. Bishop Way"*

WHEREAS, Bishop Robert L. Bishop tirelessly served the Eau Claire and Columbia communities, and the State of South Carolina for over thirty-five years as a pastor and teacher of more than seven churches and four educational complexes; and,

WHEREAS, Bishop Robert L. Bishop co-founded Grace Christian Church and Grace Christian Ministries, Inc. and his generosity and family legacy continues through Grace Academy Child Development Center, Pathways out of Poverty an employment readiness initiative, and expungement services partnerships with the Richland County Judicial Services and the City of Columbia Pre-Trial Intervention Services; and,

WHEREAS, Bishop Robert L. Bishop served at the National Black Pastor's Conference in Birmingham, Alabama and with the Church Meets the Needs of the Community Urban Renewal, Department of Housing and Urban Development, Columbia Bible College and Seminary of Columbia, South Carolina; and,

WHEREAS, Bishop Robert L. Bishop was an officer of the South Carolina Parent Teacher Association, and served as a board member with the South Carolina Department of Corrections Pre-Release Center, Richland County Department of Social Services Foster Care, Tony Evans and City Light, Boy Scouts of America, City of Columbia Advisory Board, Ridgewood Community Organization and the Student Relations Committee at the Columbia International University;
NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____ 2017, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 500 block of Monticello Road between Summit Street and Dixie Street "Bishop Robert L. Bishop Way." The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember Davis

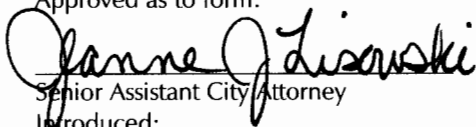
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY OF COLUMBIA HONORARY STREET NAMING APPLICATION

- 1) Name and portion of street proposed for designation
Please list the intersecting street. No more than two signs are permitted per designation.

5000 Block of Monticello Rd

- 2) Name of individual or organization to be honored:

Bishop Robert L. Bishop

- 3) Describe the significant contribution(s) this individual or organization has made in the community:
Attach a separate sheet if needed.

See attached letter.

- 4) APPLICANT CONTACT INFORMATION (If not Council Member)

Name Angela Bishop

Signature [Signature]

Address 5010 Monticello Rd

Date 9/27/2017

Columbia, SC 29203

Daytime Telephone 803-361-1955

- 5) Council Member Sponsor

Name Sam Davis

Signature Sam Davis



July 5, 2017

The Honorable Sam Davis
City of Columbia – District 1
P.O. Box 147
Columbia, South Carolina 29217

Re: Honorary Street Naming

Councilman Davis:

It is with great honor that we submit this letter to you in regards to renaming the 5000 block of Monticello Road to the Bishop Robert L. Bishop Road.

Bishop Robert L. Bishop, the co-founder of Grace Christian Church and Grace Christian Ministries, Inc. went from labor to reward on June 7, 2006. He worked diligently, assiduously and tirelessly in our community and the State of South Carolina for over 35 years providing quality programs that would serve the holistic person. He has served as a Pastor, Teacher, prophet and visionary of seven churches, four educational complexes and auditoriums in South Carolina and turned an abandoned grocery store that once fed people's bodies into a place of worship now known as Grace Christian Church, however he did not stop there. To further enhance his servanthood, he served at the National Black Pastors' Conference, Birmingham, Alabama, and the Church meets the needs of the Community Urban Renewal, Department of Housing and Urban Development and Columbia Bible College and Seminary of Columbia, SC. His board affiliations include, The South Carolina Department of Corrections Pre Release Center, Richland County Department of Social Services Foster Care, Tony Evans and City Light, officer of South Carolina Parent Teacher Association, Boy Scouts of America, City of Columbia Advisory Board, Ridgewood Community Organization and Student Relations Committee at Columbia International University.

The many gifts of his calling ignited a desire to educate and edify the lives of families through affordable homeownership. This concept empowered over 15 families in the city of Columbia. In 1994 under the leadership of Bishop Robert L. Bishop the first annual Thanksgiving feast fed over 800 homeless and seniors from various community care homes throughout the city and with no federal dollars he led this effort and financially contributed the majority of the funds. The list of contributions that Bishop Robert L. Bishop has done because of the love of God and for those who could not help themselves are countless.

The boundless energy of Bishop Robert L. Bishop's generosity and family legacy continues today through Grace Academy Child Development Center, "Pathways out of Poverty" an employment readiness initiative and expungements services partnerships with Richland County Judicial Services and the City of Columbia Pre Trial Intervention Services.

We, the beneficiaries of this man's humanity and generosity, humbly request that this appeal be considered and granted to show and outward manifestation of the insurmountable influences Bishop Robert L. Bishop has made to the many people of not only to the community of Eau Claire but the City of Columbia.

If there are any questions or if additional information is needed, please feel free to reach me at 803.960.2782 or by email at bishop4bishop@yahoo.com. Thank you for your time and consideration.

Regards,

Aaron R. E. Bishop

Rev. Aaron R. E. Bishop
Senior Pastor



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-097 - Authorizing the City Manager to execute a Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2017-097 Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery (PDF)

RESOLUTION NO.: R-2017-097

*Authorizing the City Manager to execute a Statewide Mutual Aid Agreement for
Catastrophic Disaster Response and Recovery*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day
of _____, 2017, that the City Manager is hereby authorized to execute the attached
Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery.

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. **SCEMD** - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. **DISASTER** - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. **PARTICIPATING GOVERNMENT** - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. **PERIOD OF ASSISTANCE** - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. **WORK OR WORK-RELATED PERIOD** - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.
2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.
2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.
3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.
4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.
5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____

Date: _____

Signature

Printed Name

Its: _____

Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____

Date: _____

Signature

Printed Name

Signature Page (County)

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

Signature Page (Municipality, Political Subdivision, or Emergency Service Entity)

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

Signature Page (State Agency)

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
----------------------	---------------	-------------------	-----------------------------

2. Availability of additional resources:

3. Time limitations, if any:

Exhibit C



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-104 Ratifying and Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for a 2.97 acres portion of Richland County TMS #11501-01-01 and the City Manager's execution of documents to consummate the purchase

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-104 Ratifying and Authorizing acceptance of Quit-Claim Deed for 2.97 ac from SCDMH (Bull Street) (PDF)

RESOLUTION NO.: R-2017-104

Ratifying and Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for a 2.97 acre portion of Richland County TMS #11501-01-01 and the City Manager's execution of documents to consummate the purchase

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2017, that the City Manager is authorized to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for approximately 2.97 acres, portion of Richland County TMS #11501-01-01, described on a plat entitled Phase 2 Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd, and her acceptance of said Quit-Claim Deed, is hereby ratified pursuant to the City's obligation to provide public infrastructure funds under the Bull Street Development Agreement, which Agreement was approved by Ordinance No. 2013-072 on July 9, 2013 and executed on July 31, 2013 is hereby ratified; and,

BE IT FURTHER RESOLVED that the Mayor and Council hereby authorize the City Manager to execute any other documents necessary, as approved by the City Attorney, and ratify any such documents executed, in order to consummate the purchase of the referenced property.

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:



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

FINANCIAL IMPACT: First reading approval was given on September 5, 2017.

ATTACHMENTS:

- **#a:** 2017-074 encroach Woodcreek Farms entrance (PDF)

HISTORY:

09/05/17

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2017-074

Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10

WHEREAS, Woodcreek Development, LLC (hereinafter "Grantee") desires to use a portion of the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10 for the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length, approximately two (2') feet in width and approximately ten (10') feet in height; two (2) brick columns measuring approximately two (2') feet in length, approximately two (2') feet in width and approximately fifteen (15') feet in height; landscaping, paving, an irrigation system and the modification of two (2) raised medians with lighting, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that Grantee is hereby granted the right to use a portion of the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10 for the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length, approximately two (2') feet in width and approximately ten (10') feet in height; two (2) brick columns measuring approximately two (2') feet in length, approximately two (2') feet in width and approximately fifteen (15') feet in height; landscaping, paving, an irrigation system and the modification of two (2) raised medians with lighting, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance.
3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
5. No permanent structures or trees are allowed in the City's utility easements.
6. A hold harmless agreement is required for any proposed infrastructure located within the City's utility easements.

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

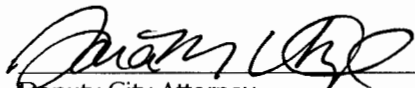
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2017-074**



**WOODCREEK FARMS ROAD
2000 BLOCK OF WOODCREEK FARMS ROAD
WOODCREEK DEVELOPMENT LLC**

WOODCREEK FARMS ROAD ENTRANCE WAY IMPROVEMENTS

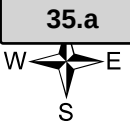
Subject Property:	2000 Block of Woodcreek Farms Road, TMS#28800-01-10
Council District:	4
Proposal:	Request approval for the installation and maintenance of curbing, guttering, landscaping, paving, brick wall, irrigation and a raised median.
Applicant:	Woodcreek Development LLC
Staff Recommendation:	Approval with conditions.
Conditions:	1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained; 3. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.
Detail:	The applicant is requesting an encroachment ordinance to modify the Woodcreek Farms Neighborhood entranceway to include the installation and maintenance of curbing and guttering measuring approximately one hundred sixty five (165') feet in length, a portion of two (2) brick walls measuring approximately fifteen (15') feet in length approximately two (2') feet in width approximately ten (10') feet in height, two brick columns measuring approximately two (2') feet in length approximately two (2') feet in width approximately fifteen (15') feet in height, landscaping, paving, irrigation system and the modification of two raised medians, all as shown on the attached drawings.

CITY AGENCY COMMENTS FOR ENCROACHMENT

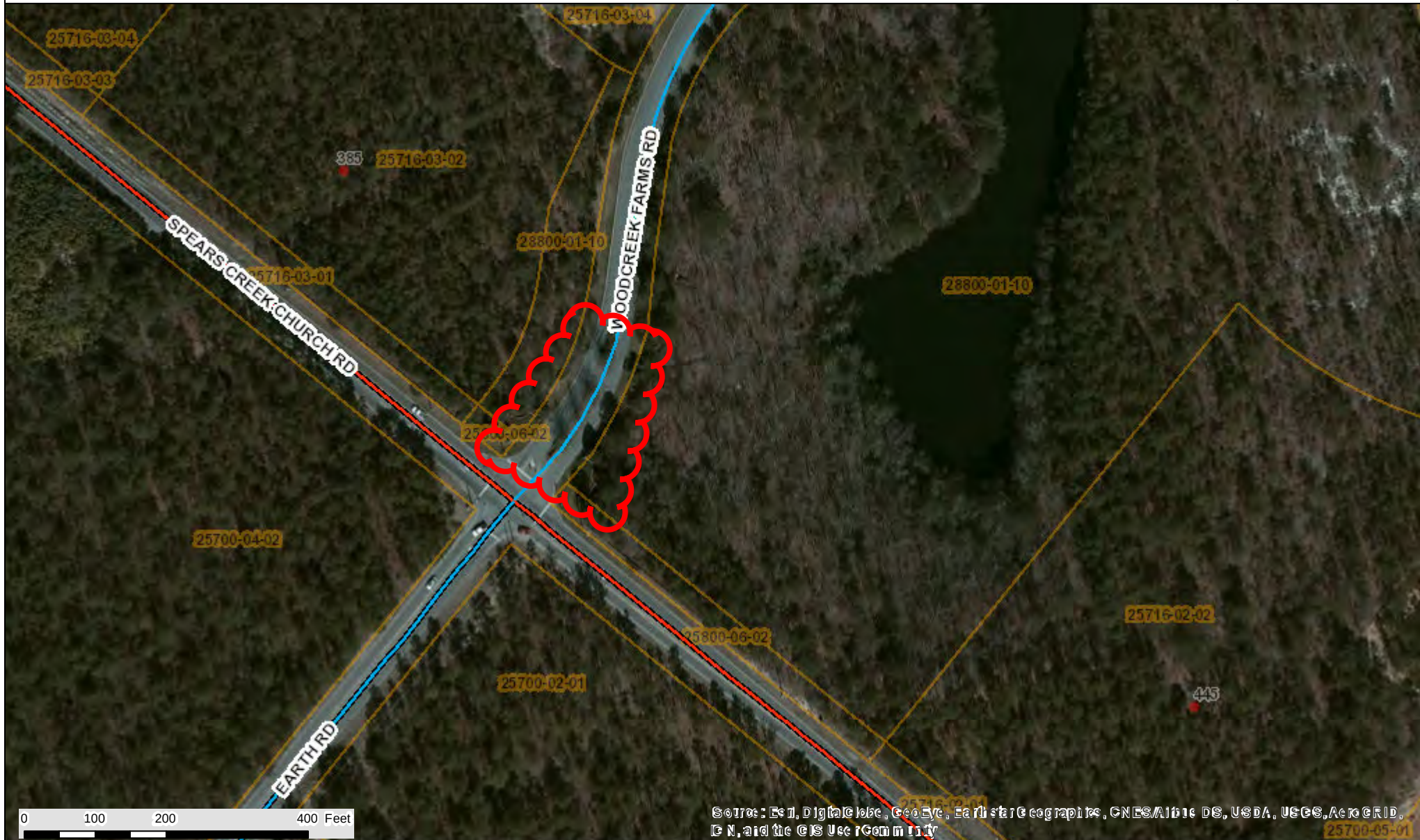
Planning & Development	Recommend approval.
Streets	Recommend approval.
Utilities & Engineering	Recommend approval with conditions: 1. No permanent structures will be allowed inside City utility easements. 2. Trees will not be permitted inside City Utility easements. 3. A hold-harmless agreement will be needed for any proposed infrastructure, i.e. irrigation infrastructure, to be located inside City utility easements.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

City of Columbia

Woodcreek Farms Road Entrance - Encroachment



Thursday, June 15, 2017



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 334

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at sardis@columbiasc.net; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 6-20-17 Property Owner: Woodcreek Development LLC
 Applicant's Name if different from Property Owner: _____
 Contact Information: Telephone Number: 699-4141 Fax Number: _____
 Mailing address: 1712 Woodcreek Farms Rd Elgin 29045 E-mail address: Harold @ hvp3.com
 Encroachment Location (Address): NE/3 Spears Creek Church Rd Woodcreek Farms Entrance
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: PO 28800-01-10

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: _____

Dimensions (height/width/length): _____

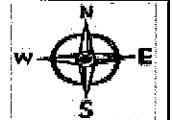
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12"x24" brick columns; 4'x15' brick paver walkway)

Construction material: _____

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

☐ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____

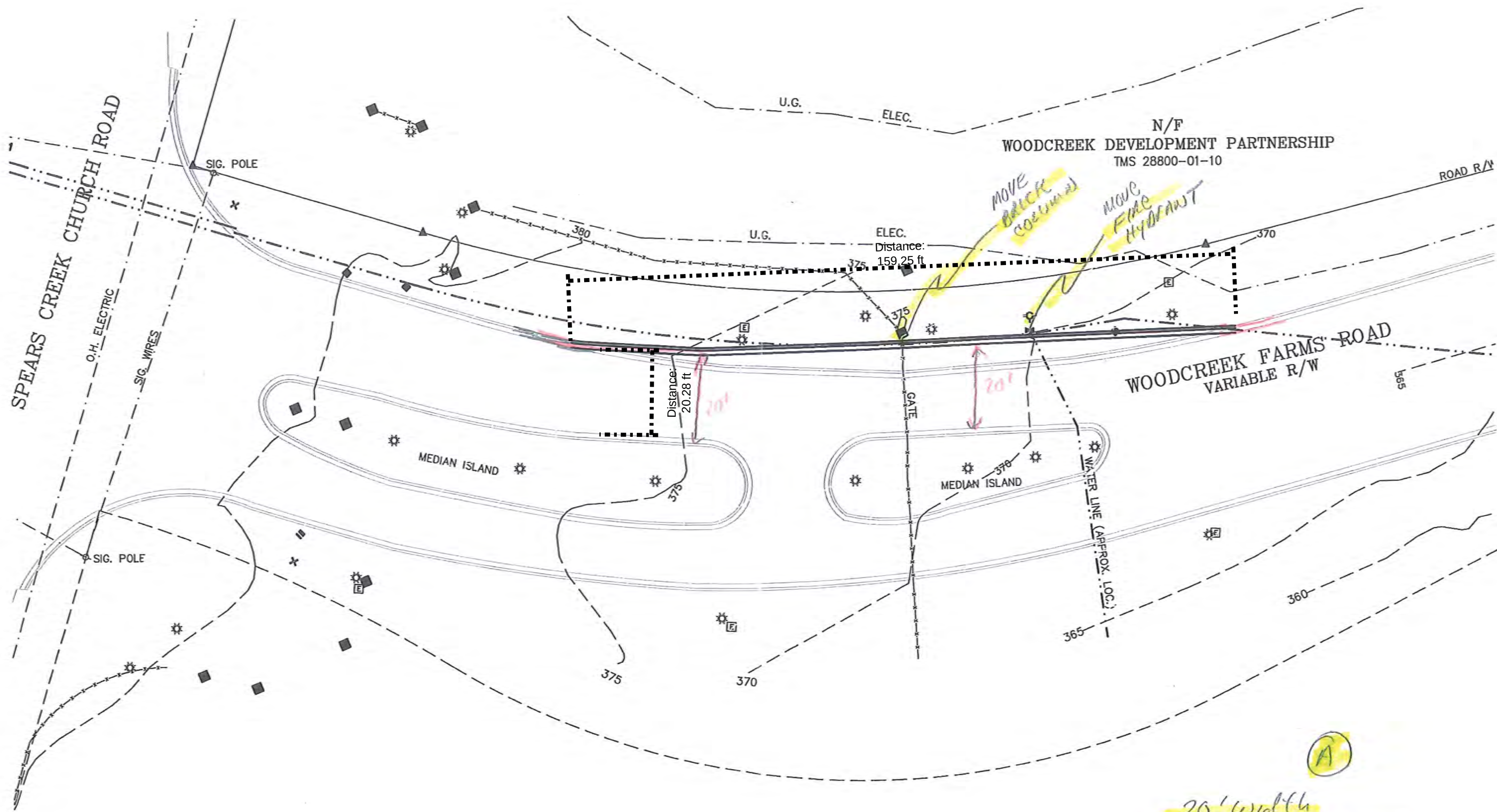


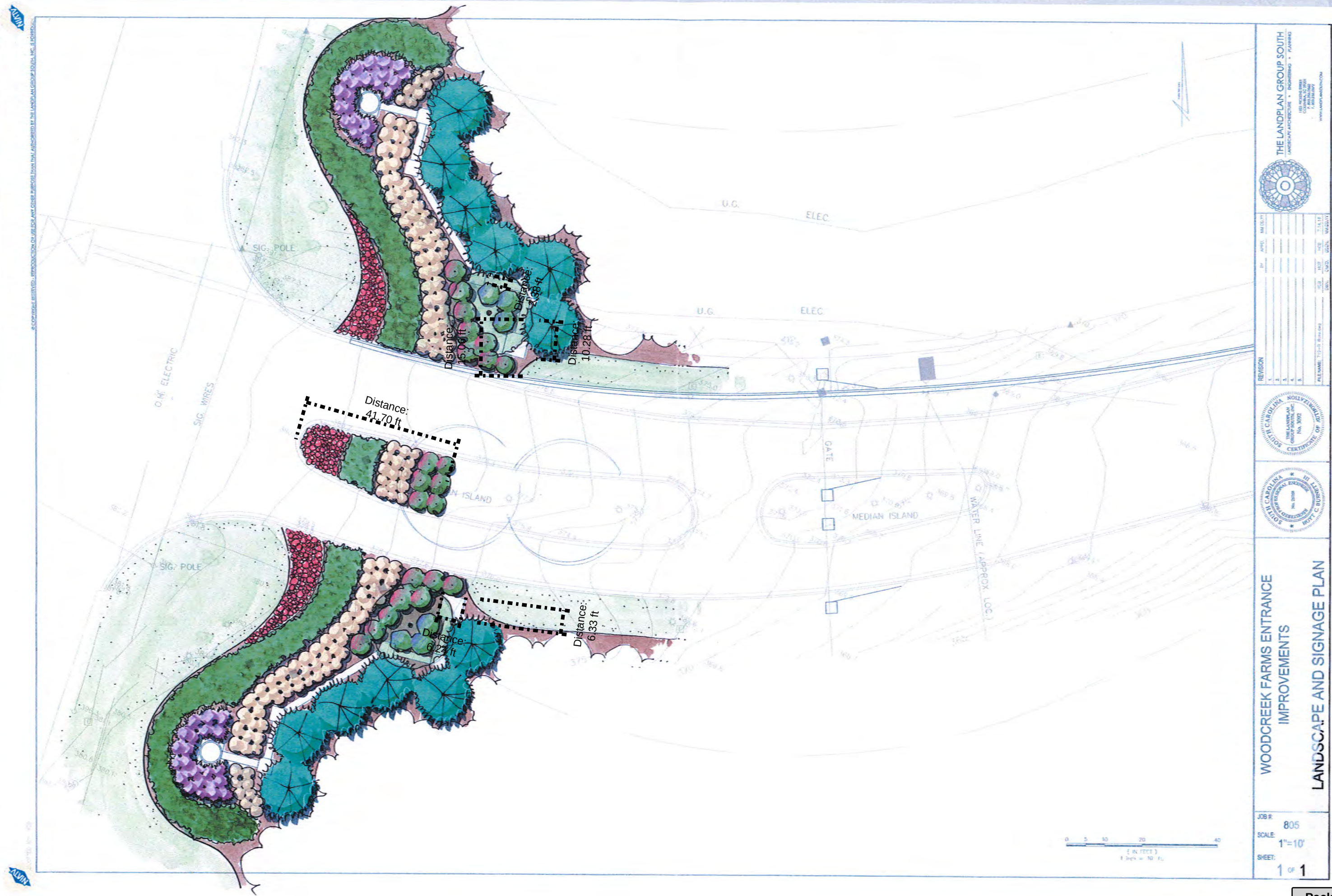
All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

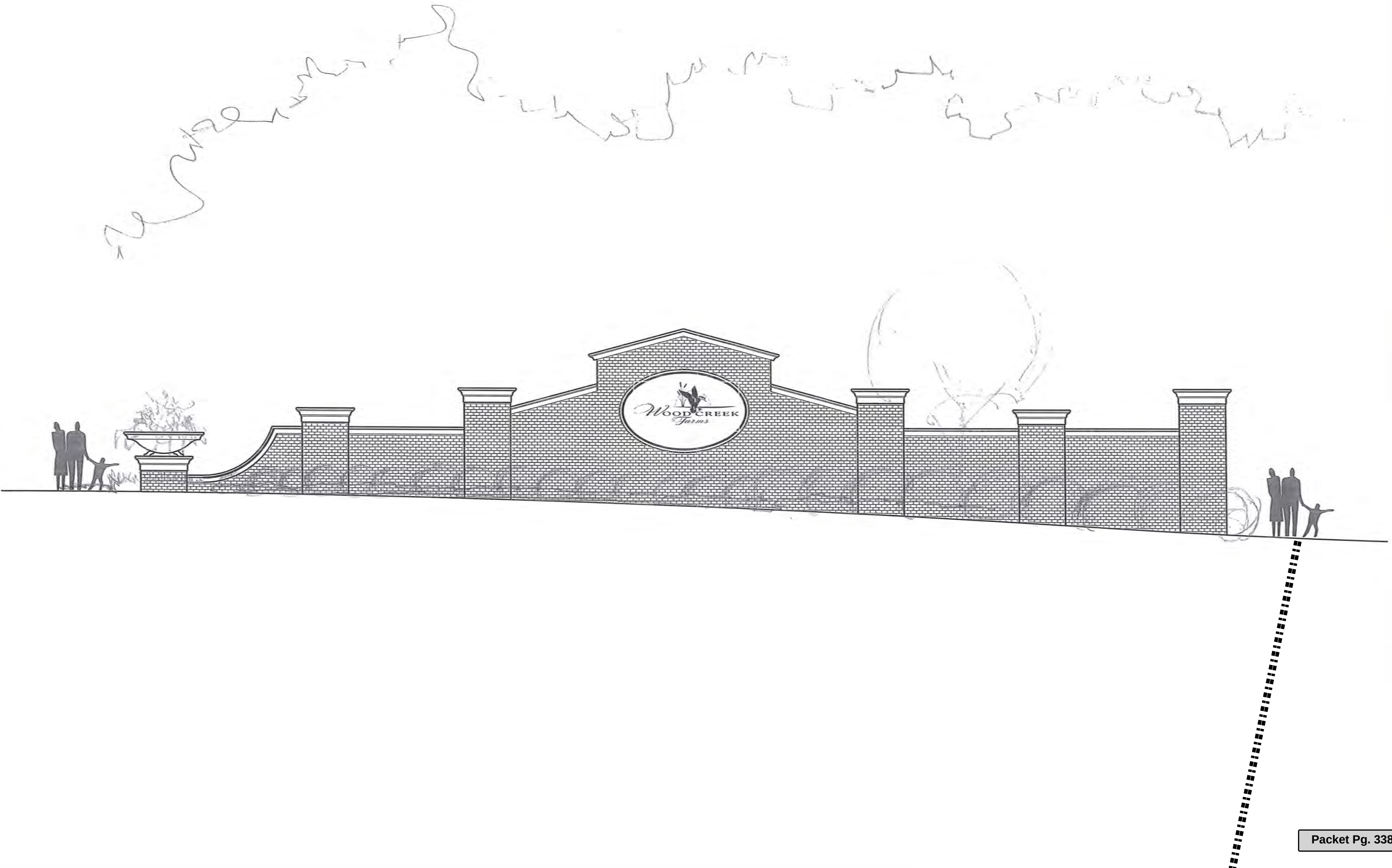
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jfellowsc@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcocok@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Staller	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstaller@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	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
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscolt@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017









We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:4

Proposal:Request to annex, assign land use classification of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1), and assign zoning of Planned Unit Development- Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and Zoned Planned Development District (PDD) by Richland County.

Applicant:Prime Development, LLC and Centerline Development, LLC

Staff Recommendation:Approval

PC Recommendation:07/10/2017; Approval (9-0)

ATTACHMENTS:

- **#a:** ANNEX_522 and 478 JacobsMillPondRd (PDF)
- **#b:** 2017-072 annex-incorporate 44.97 & 140.91 ac Jacobs Mill Pond Road (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road,
TMS# 28913-02-03 and 28900-01-18**

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1), and assign zoning of Planned Unit Development- Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned Planned Development District (PDD) by Richland County.

Applicant: Prime Development, LLC and Centerline Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council, 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 185.88 acres
Current Use: Vacant Land
Proposed Use: Residential Subdivisions
Reason for Annexation: Municipal Services
Urban Service Area: Long Range
Current Land Use Classification: Neighborhood (Medium Density)
Proposed Land Use Classification: Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1)
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 annexation will result in an increased number of calls for services and will cost the CPD **approximately \$52,000** for approximately 270 residential units in this proposed residential development, based upon current calls for service within nearby residential areas. If the development is built to the maximum allowable density allowed by the PUD (approximately 980 units), the cost could be up to \$190,000 annually.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Water lines exist in the area though water is not currently extended to this property. Subdivision plat will be reviewed by staff and the Planning Commission, and the developer will extend water mains and install new infrastructure at the time of development. The owner(s) will also be responsible for tap fees.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property. As the land is currently vacant, there will be no loss in revenue.

Planning & Development Services

We recommend annexation of this property. Based upon the allowable development within the current Richland County PDD/proposed City of Columbia PUD-R, this section of Woodcreek Farms may have up to approximately 980 dwelling units, though the final developed number of units will likely be significantly lower due to terrain and market demands-roughly 270 lots. With a conservative estimated average taxable value of \$302,000 per residence, the annual City property tax revenue generated after annexation of this property will be **approximately \$130,000-** though it could be as high as \$460,000 if built to the density allowed within the PUD. While this is a large range, the cost of servicing the development rises or falls commensurate with the final developed density of the development.

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Estimated Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

Staff recommends that the subject property be designated and Urban Edge Residential-Small Lot (UER-1) and Urban Edge Residential – Large Lot (UER-2), as shown on the attached map, in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential - Small Lot (UER-1)

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

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

Urban Edge Residential - Large Lot (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
- *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business / Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not 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. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North. Surrounding parcels within unincorporated Richland County are zoned RU to the East and West and RM-HD to the South.

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

Planned Unit Development-Residential District

(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 City Council annex the property and assign of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1) land use classification and Planned Unit Development-Residential District (PUD-R) zoning at the time of annexation.

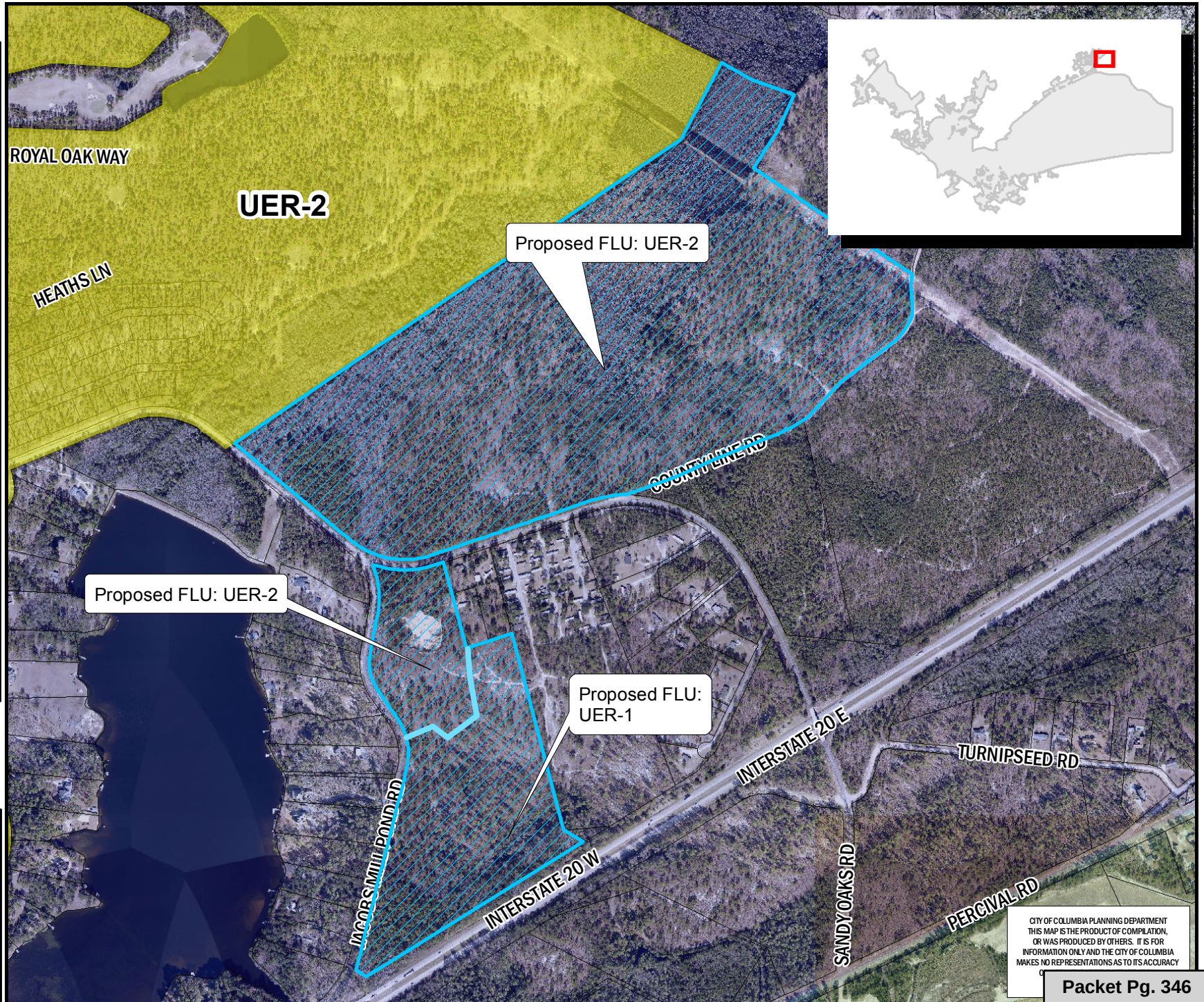


Future Land Use Map

Department of Planning & Development Services

44.97 acres, 522 Jacobs Mill Pond Road and 140.97 acres, 478 Jacobs Mill Pond Road;
TMS# 28913-02-03 and 28900-01-18;
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2 and UER-1

36.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017



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. 346

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road;
TMS# 28913-02-03 and 28900-01-18; Existing Richland Zoning: PDD; Proposed Zoning: PUD-R

36.a

Legend

 CITY LIMITS

 PARCELS

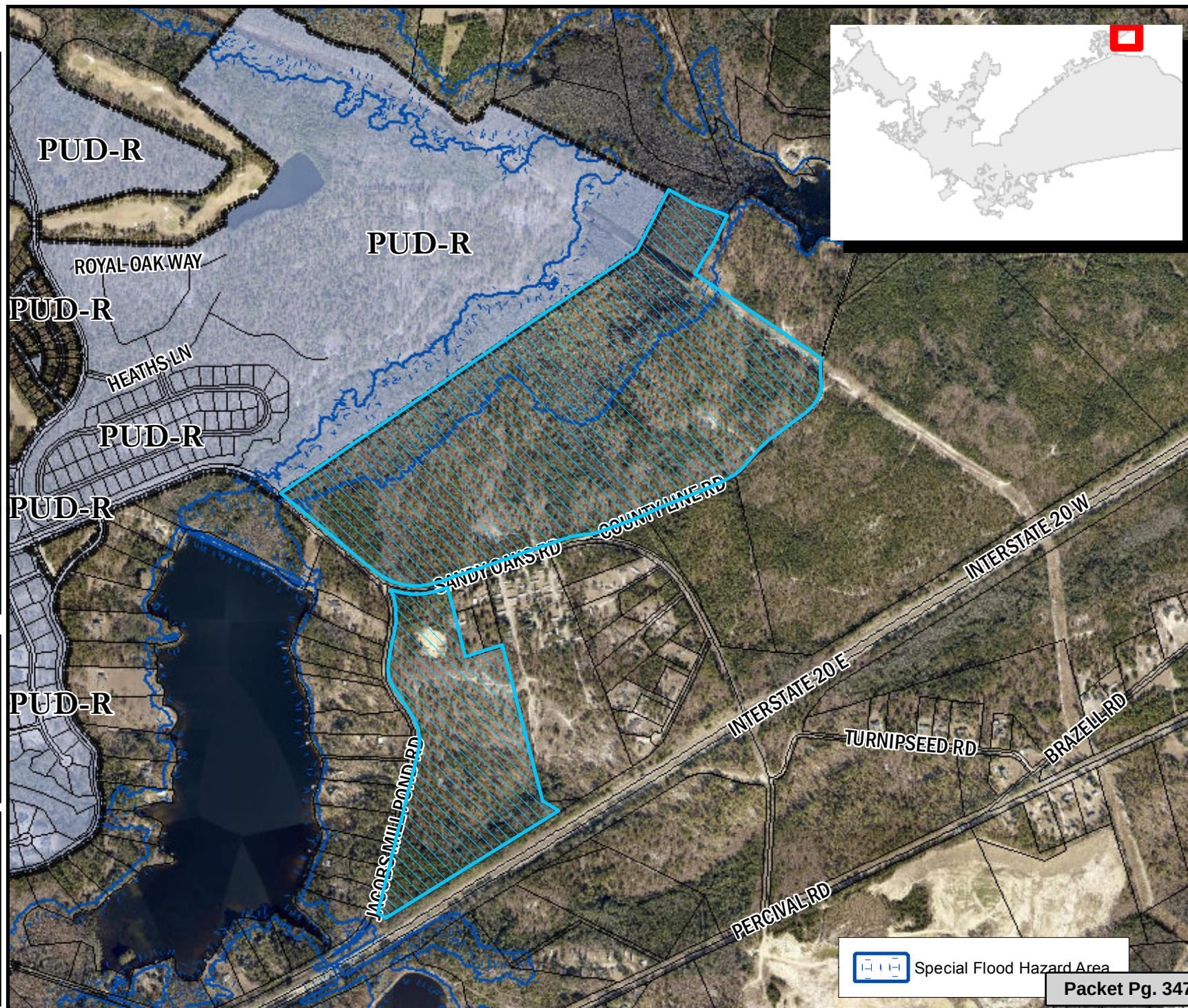
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 230 460 920 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 5, 2017

DISCLAIMER:
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 Special Flood Hazard Area

ORDINANCE NO.: 2017-072

Annexing and Incorporating 44.97 acres, 522 Jacob Mills Pond Road and 140.91 acres Jacob Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, 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 _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Planned Unit Development-Residential District, apportioned to City Council District 4, Census Tract 114.07, contains 185.88 acres, and shall be assigned a land use classification Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28913-02-03 and 28900-01-18

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney
Introduced:
Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-072

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 44.97 acres (1,958,872 sq. ft.) as shown on a Plat prepared for Woodcreek Development, LLC, by Cox and Dinkins, Inc., dated July 13, 2011, revised January 12, 2012 (the "Plat"), and recorded in the office of the Richland County ROD in Book 1742, page 2372, the Plat being incorporated by reference for a more complete description of the Property.

ALSO:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 140.91 acres (6,138,242 sq. ft.) as described on Sheet 1 of 2 and 2 of 2, on a plat prepared for Woodcreek Development, LLC, by Cox and Dinkins, Inc., dated July 28, 2011 (collectively the "Plat"), and Sheet 1 of 2 recorded in the Office of the Richland County ROD in Book 1806, page 3956, Sheet 2 of 2 recorded in Book 1806, page 3957, the Plat being incorporated by reference for a more complete description of the Property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 8, 2017

RE: **Property Address:** 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road
Richland County TMS#: 28913-02-03 and 28900-01-18
Owner(s): Prime Development, LLC and Centerline Development, LLC
Current Use: Vacant land
Proposed Use: Residential subdivisions
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential – Large Lot (UER-2) and Urban Edge Residential – Small Lot (UER-1)
Current County Zoning: PDD (Planned Development District)
Proposed City Zoning: PUD-R (Planned Unit Development - Residential)
Reason for Annexation: Municipal Services/Long Range
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 10, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

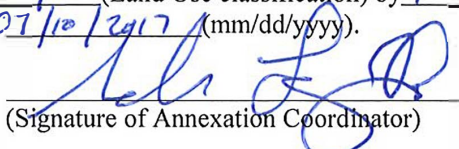
/atl

Attachments

cc: 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 Jan Alonso, Finance Director	Missy Gentry, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Utilities and Engineering Robert Anderson, Public Works Director Jeff Palen, Assistant City Manager/CFO 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 Alfreda Tindall, Richland Co. 911 Addressing Coordinator
--	---

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 9-0 on 07/10/2017 (mm/dd/yyyy).

Planning Commission Land Use Recommendation: UER-1/UER-2 (Land Use classification) by 9-0 on 07/10/2017 (mm/dd/yyyy).


(Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

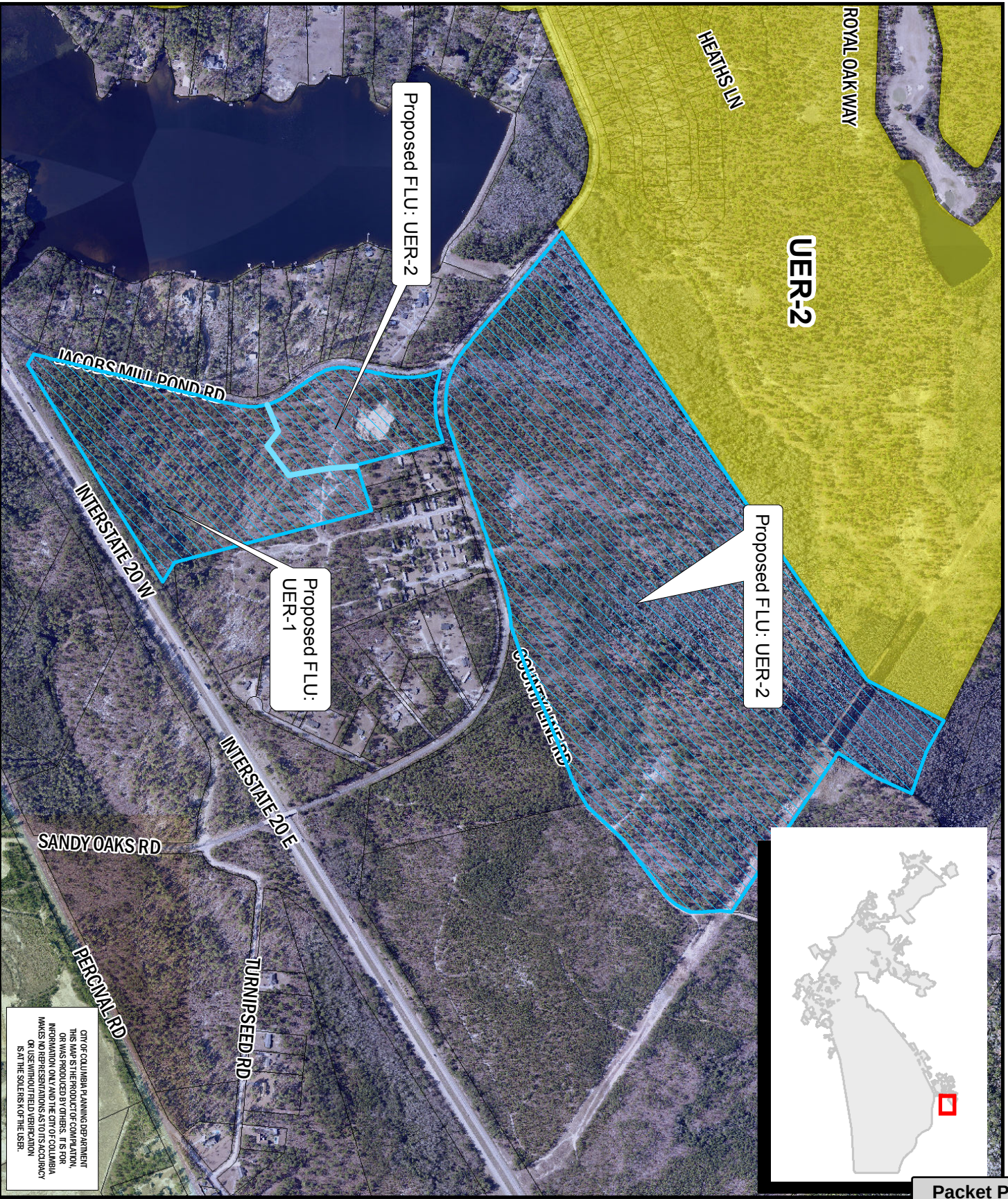
Legend
CITY LIMITS
PARCELS

- 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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- SP-2 - Civic / Institutional Districts
- SP-3 - Central Business District
- SP-4 - Riverbank Zoo and Garden
- SP-5 - Universities / Colleges
- SP-6 - Fair Jackson

0 225 450 900 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 26, 2017



44.97 acres, 522 Jacobs Mill Pond Road and 140.97 acres Jacobs Mill Pond Road;
TMS# 28913-02-03 and 28900-01-18;
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2 and UER-1

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PROPERTY OF THE CITY OF COLUMBIA. IT IS TO BE USED FOR OFFICIAL PURPOSES ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS, AS TO ITS ACCURACY OR USE WITHOUT THE DIRECTION OF THE CITY OF COLUMBIA.

Zoning Map

Department of Planning & Development Services

Legend



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-S
RG-2	PUD-S-E
RG-3	PUD-S-R
UDT	PUD-R
MX-1	OUT OF CITY
MX-2	

0 230 460 920 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2017

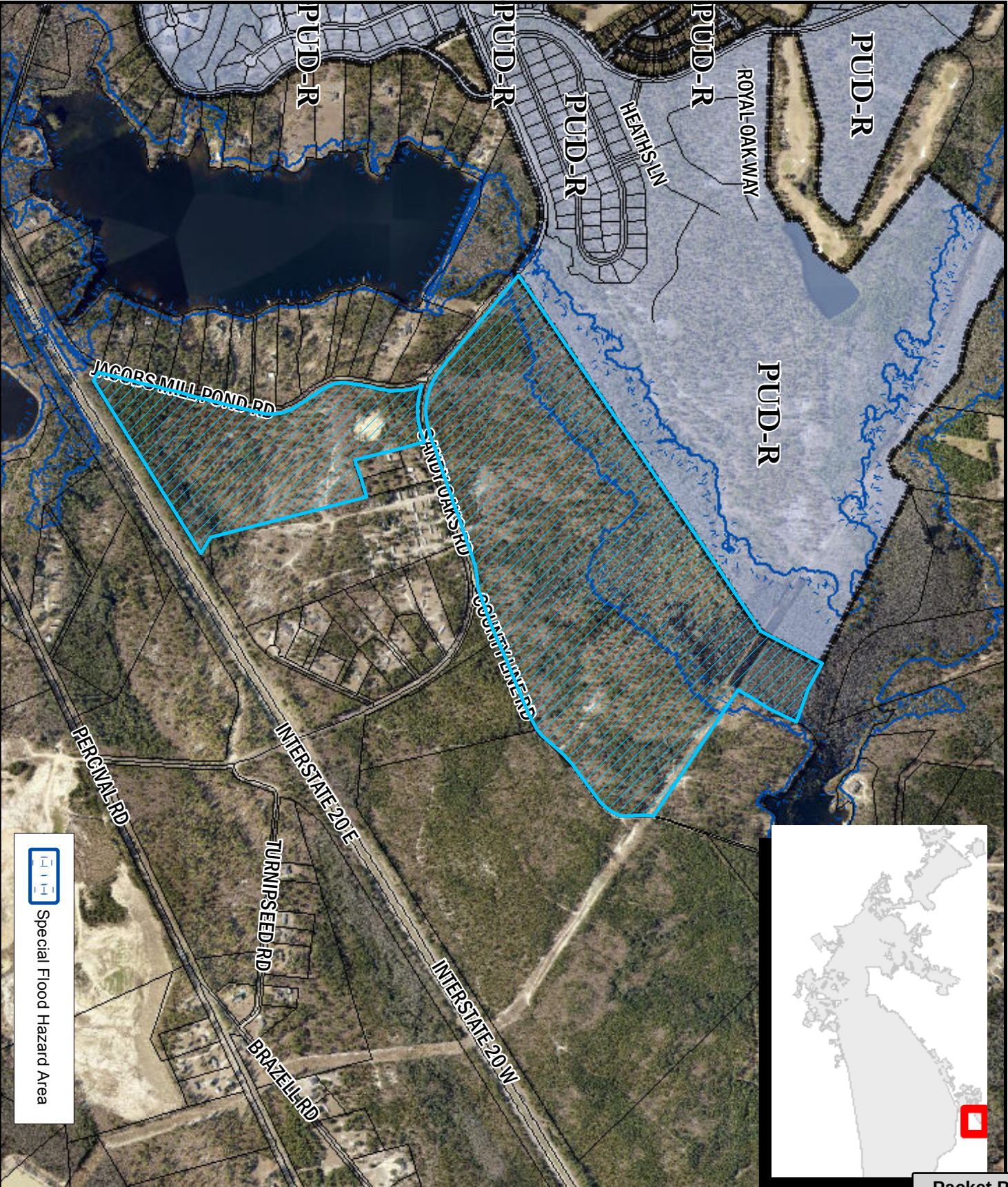
DISCLAIMER:

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We Are Columbia

44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road; TMS# 28913-02-03 and 28900-01-18; Existing Richland Zoning: PDD; Proposed Zoning: PUD



Special Flood Hazard Area

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, containing approximately 44.97 acres (1,958,872 sq. ft.) as shown on a Plat prepared for Woodcreek Development, LLC, by Cox and Dinkins, Inc., dated July 13, 2011, revised January 12, 2012 (the "Plat"), and recorded in the office of the Richland County ROD in Book 1742, page 2372, 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, containing approximately 140.91 acres (6,138,242 sq. ft.), as described on Sheet 1 of 2 and 2 of 2, on a plat prepared for Woodcreek Development, LLC, by Cox and Dinkins, Inc., dated July 28, 2011 (collectively, the "Plat"), and Sheet 1 of 2 recorded in the Office of the Richland County ROD in Book 1806, page 3956, and Sheet 2 of 2 recorded in Book 1806, page 3957, the Plat being incorporated by reference for a more complete description of the Property.

Richland County TMS: 28913-02-03 and 28900-01-18
Property Addresses: 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road

Prime Development, LLC

BY:  Date: 6-1-17

Harold V. Pickrel III Its: Manager
(Print or Type Name) (Print or Type Title)

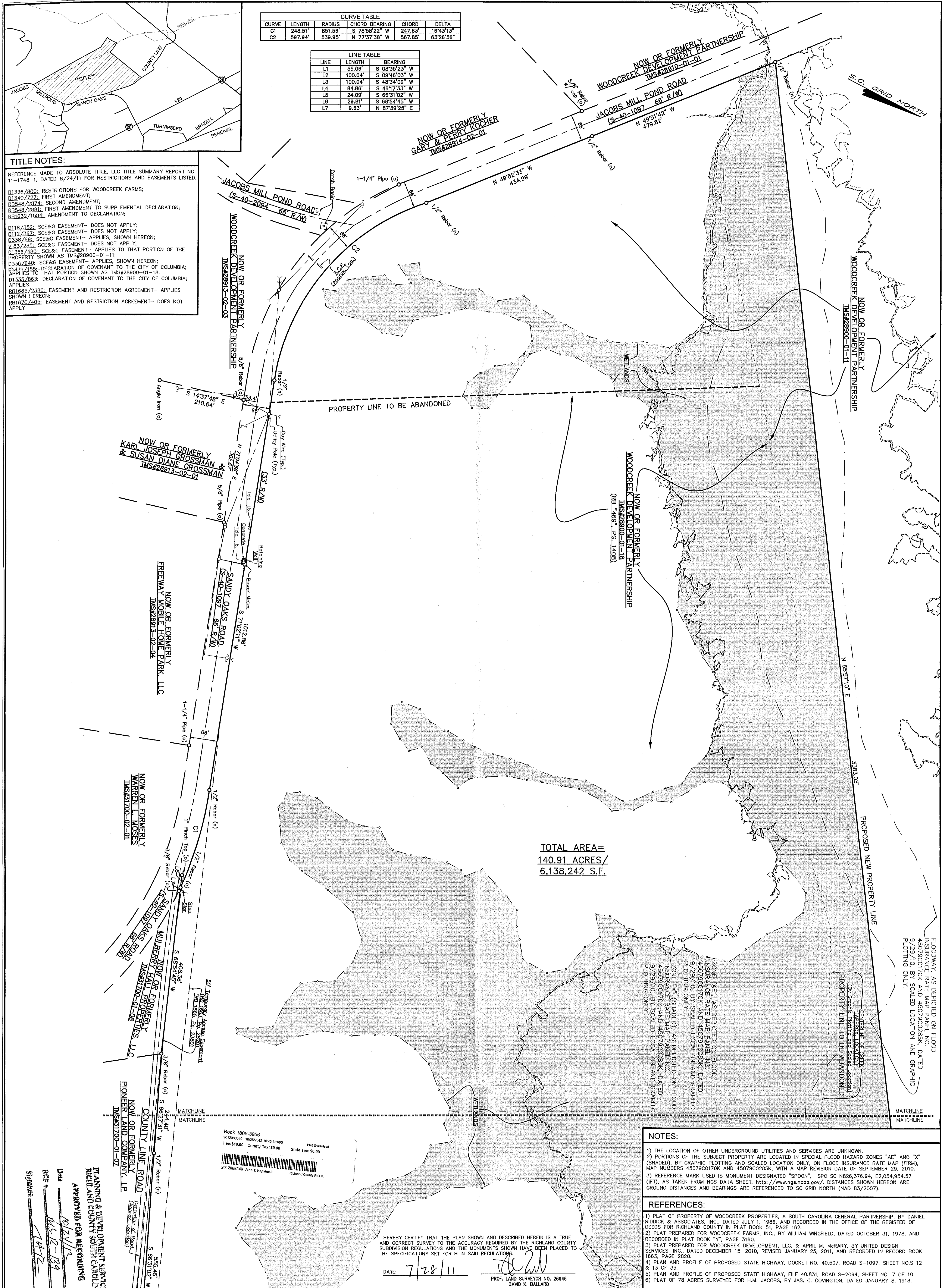
Centerline Development, LLC

BY:  Date: 6-1-17

Harold V. Pickrel III Its: Manager
(Print or Type Name) (Print or Type Title)

Book 2217-1670
2017042251 06/07/2017 14:06:04 747
Fee: \$0.00 County Tax: \$0.00
Petition
State Tax: \$0.00
2017042251 John T. Hopkins II
Richard County R.O.D.





CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA
C1	248.51'	851.56'	S 78°58'22" W	247.63'	16°43'13"
C2	597.94'	539.95'	N 77°37'38" W	587.85'	63°28'58"

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.08'	S 08°35'23" W
L2	100.04'	S 08°48'03" W
L3	100.04'	S 48°34'09" W
L4	84.86'	S 46°17'33" W
L5	24.09'	S 66°31'02" W
L6	29.81'	S 68°54'45" W
L7	9.63'	N 87°39'25" E

TITLE NOTES:

REFERENCE MADE TO ABSOLUTE TITLE, LLC TITLE SUMMARY REPORT NO. 11-1748-1, DATED 8/24/11 FOR RESTRICTIONS AND EASEMENTS LISTED.

D1336/800: RESTRICTIONS FOR WOODCREEK FARMS;
D1340/722: FIRST AMENDMENT;
RB548/2874: SECOND AMENDMENT;
RB548/2881: FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION;
RB1632/1584: AMENDMENT TO DECLARATION;

D118/352: SCE&G EASEMENT- DOES NOT APPLY;
D112/367: SCE&G EASEMENT- DOES NOT APPLY;
D338/89: SCE&G EASEMENT- APPLIES, SHOWN HEREON;
J183/285: SCE&G EASEMENT- DOES NOT APPLY;
D1356/480: SCE&G EASEMENT- APPLIES TO THAT PORTION OF THE PROPERTY SHOWN AS TMS#28900-01-11;
D338/840: SCE&G EASEMENT- APPLIES, SHOWN HEREON;
D1339/155: DECLARATION OF COVENANT TO THE CITY OF COLUMBIA; APPLIES TO THAT PORTION SHOWN AS TMS#28900-01-18;
D1335/863: DECLARATION OF COVENANT TO THE CITY OF COLUMBIA; APPLIES;

RB1665/2380: EASEMENT AND RESTRICTION AGREEMENT- APPLIES, SHOWN HEREON;
RB1670/405: EASEMENT AND RESTRICTION AGREEMENT- DOES NOT APPLY.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date: 7/28/11
Ref: 115-12-139
Signature: [Signature]

Book 1800-3956
2012088549 00250912 10-4552-800
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
Plot Overlaid

2012088549 John T. Reynolds II Richland County S.C.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

DATE: 7/28/11

PROF. LAND SURVEYOR NO. 28946
DAVID K. BALLARD

- NOTES:**
- 1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND SERVICES ARE UNKNOWN.
 - 2) PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED IN SPECIAL FLOOD HAZARD ZONES "AE" AND "X" (SHADED). BY GRAPHIC PLOTTING AND SCALED LOCATION ONLY. ON FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBERS 45079C0170K AND 45079C0285K, WITH A MAP REVISION DATE OF SEPTEMBER 28, 2010.
 - 3) REFERENCE MARK USED IS MONUMENT DESIGNATED "SPOON", SPC SC N826,376.94, E2,054,954.57 (FT), AS TAKEN FROM NGS DATA SHEET. <http://www.ngs.noaa.gov/>. DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND BEARINGS ARE REFERENCED TO SC GRID NORTH (NAD 83/2007).
- REFERENCES:**
- 1) PLAT OF PROPERTY OF WOODCREEK PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP, BY DANIEL RIDDICK & ASSOCIATES, INC., DATED JULY 1, 1986, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 51, PAGE 162.
 - 2) PLAT PREPARED FOR WOODCREEK FARMS, INC., BY WILLIAM WINGFIELD, DATED OCTOBER 31, 1978, AND RECORDED IN PLAT BOOK "X", PAGE 3160.
 - 3) PLAT PREPARED FOR WOODCREEK DEVELOPMENT, LLC, & APRIL M. McRARY, BY UNITED DESIGN SERVICES, INC., DATED DECEMBER 15, 2010, REVISED JANUARY 25, 2011, AND RECORDED IN RECORD BOOK 1683, PAGE 2820.
 - 4) PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, DOCKET NO. 40.507, ROAD S-1097, SHEET NO.S 12 & 13 OF 35.
 - 5) PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, FILE 40.831, ROAD S-2094, SHEET NO. 7 OF 10.
 - 6) PLAT OF 78 ACRES SURVEYED FOR H.M. JACOBS, BY JAS. C. COWINGTON, DATED JANUARY 8, 1918.

REVISIONS	
No.	DATE DESCRIPTION
1	7/28/11

PLAT

PREPARED FOR

WOODCREEK DEVELOPMENT, LLC

SHEET 1 OF 2

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

SCALE: 1" = 100'

TAX MAP NUMBER: Portion of 28900-01-11 & -18

BOOK: X94-01; x99-01

CHK: 5/D3

SF: 350

NO.: 11

PROJ.: 1EX9901S (C3 & C4).dwg

BY: D3

CERTIFICATION:

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 28946
DAVID K. BALLARD

COX AND DINKINS
ENGINEERS - SURVEYORS

COX AND DINKINS, INC.
724 BELLEVUE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-785-0993
Email: cdinfo@coxanddinkins.com

DATE: JULY 28, 2011



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1080 Shop Road, TMS# 11211-07-06

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-076 - Annexing and Incorporating 7080 Shop Road, Richland County TMS #11211-07-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:3

Proposal:Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial District (M-1).The property is currently classified as Mixed Residential-High Density and zoned M-1 by Richland County.

Applicant:ARG BHCLMSC001, LLC

Staff Recommendation:Approval

PC Recommendation:07/18/2017; Approval (9-0)

ATTACHMENTS:

- **#a:** ANNEX_1080_Shop (PDF)
- **#b:** 2017-076 annex-incorporate 1080 Shop (PDF)



CITY COUNCIL

October 3, 2017 at 6:00 pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1080 Shop Road, TMS# 11211-07-06

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Residential-High Density and zoned M-1 by Richland County.

Applicant: ARG BHCLMSC001, LLC

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.31 acres
Current Use: Vacant Warehouse
Proposed Use: Warehouse/Service
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Land Use Classification: Mixed Residential-High Density
Proposed Land Use Classification: Employment Campus (EC)
Current Richland County Zoning: M-1
Proposed Zoning: M-1
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$1,150** annually to provide service for the warehouse/service facility based upon current calls for service at similar types of uses in the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The property is currently a warehouse being upfit to a warehouse/service use. Solid Waste services are not provided to commercial properties.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

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

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue generated for this warehouse and service facility will be approximately **\$4,200**.

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value* Estimated Local Option Sales Tax Credit (.002347)).

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 made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map.

These consist of areas dedicated to concentrations of employment uses ranging from professional services and research and development to light production facilities. They are often designed in parks with internal street networks, extensive green spaces and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types:

- Medium to High-rise Office / Services
- Medium to Extra Large Format Flex

Secondary Types:

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types:

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property 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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned M-1 to the north and RG-3 to the South. Parcels in surrounding unincorporated Richland County are currently zoned M-1 to the East and West.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign Employment Campus (EC) land use classification and Light Industrial District (M-1) zoning at the time of annexation.



Future Land Use Map

1080 Shop Road; TMS# 11211-07-06;

37.a

Existing Richland FLU: Mixed Residential-High Density; Proposed FLU: Employment Campus (EC)

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
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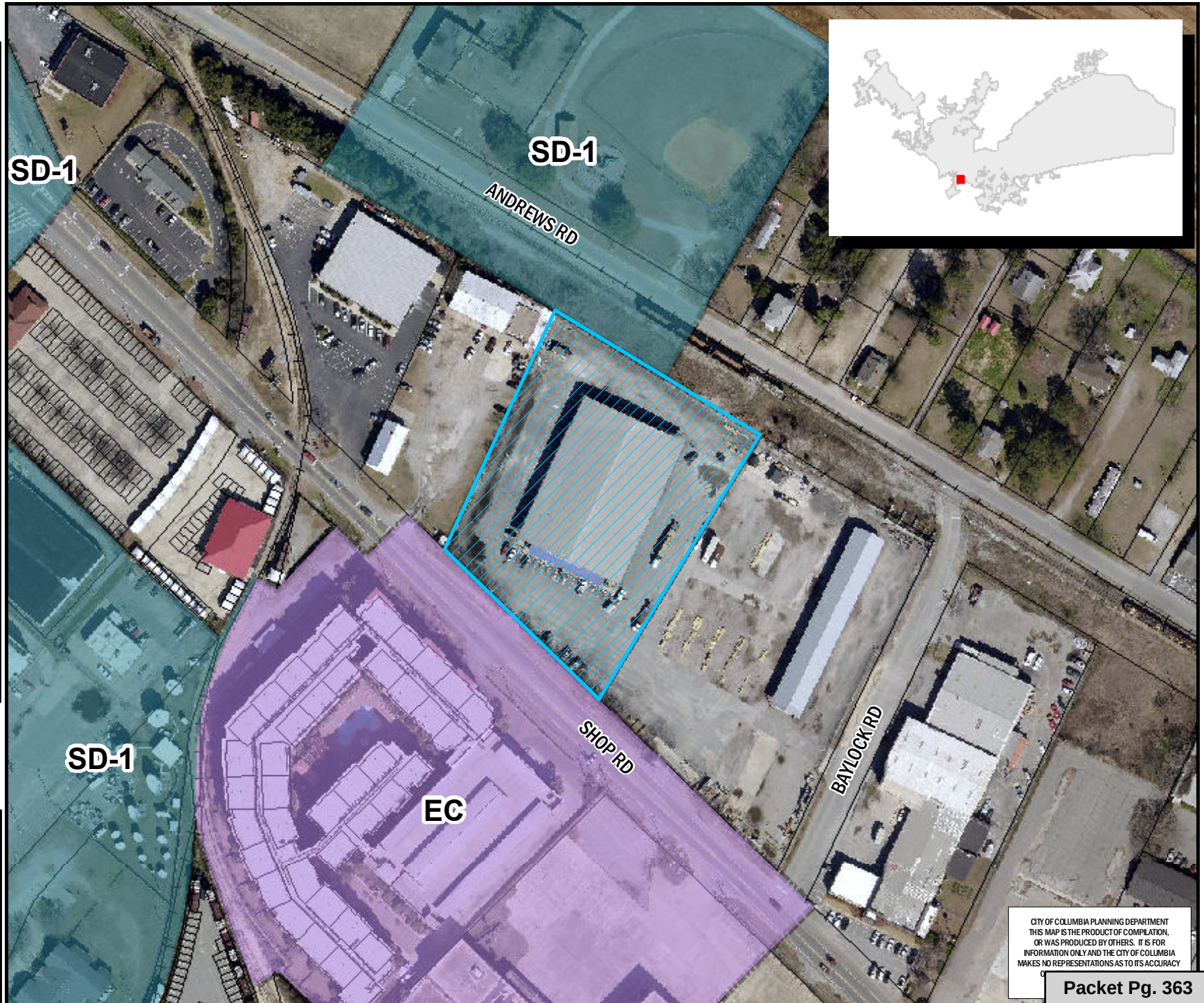
0 37.5 75 150
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 363

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1080 Shop Road; TMS# 11211-07-06;

37.a

Existing Richland Zoning: M-1; Proposed Zoning: M-1

Legend

 CITY LIMITS

 PARCELS

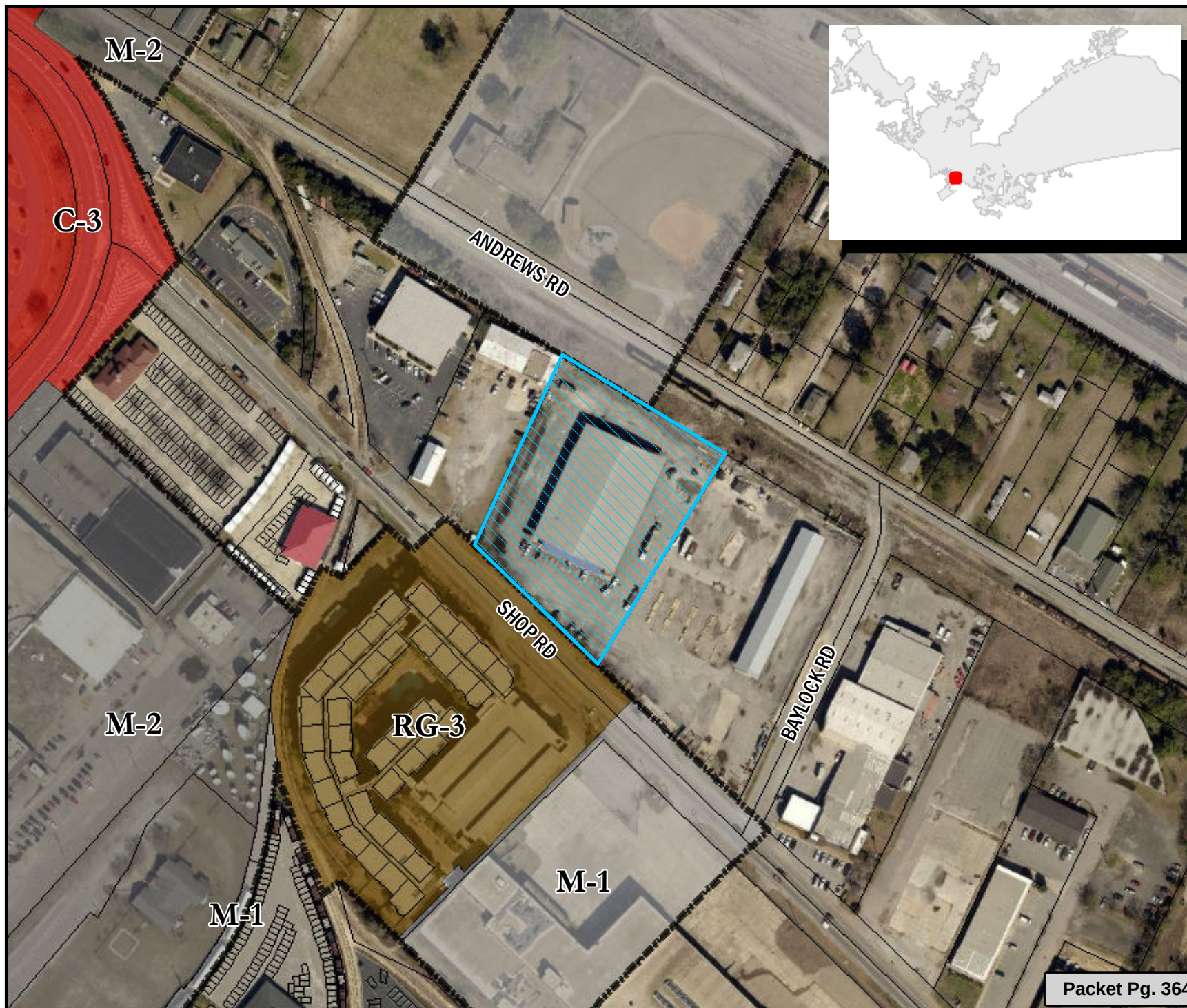
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 26, 2017

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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 _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.01, contains 2.31 acres, and shall be assigned a land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11211-07-06

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-076

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 2.31 acres and shown as Parcel A on a plat prepared for Pavilion BHP-Columbia, LLC, by Lindler Surveying, Inc., dated November 22, 2016, and recorded in the Register of Deeds Office for Richland County in Plat Book 2173 at Page 3913. The plat is incorporated into this description by this reference and the tract has the size, shape, metes, bounds, location and dimensions as shown on the plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 26, 2017

RE: **Property Address:** 1080 Shop Road
Richland County TMS#: 11211-07-06
Owner(s): Pavilion BHP-Columbia, LLC
Current Use: Vacant Warehouse
Proposed Use: Warehouse/Service
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: Light Industrial District (M-1)
Proposed City Zoning: Light Industrial District (M-1)
Reason for Annexation: Municipal Services/Primary Area
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 10, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

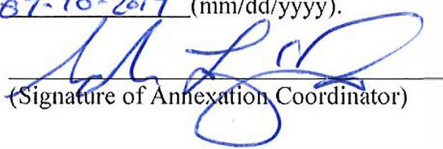
Attachments

cc: 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 Saeed, 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
 Jan Alonso, Finance Director

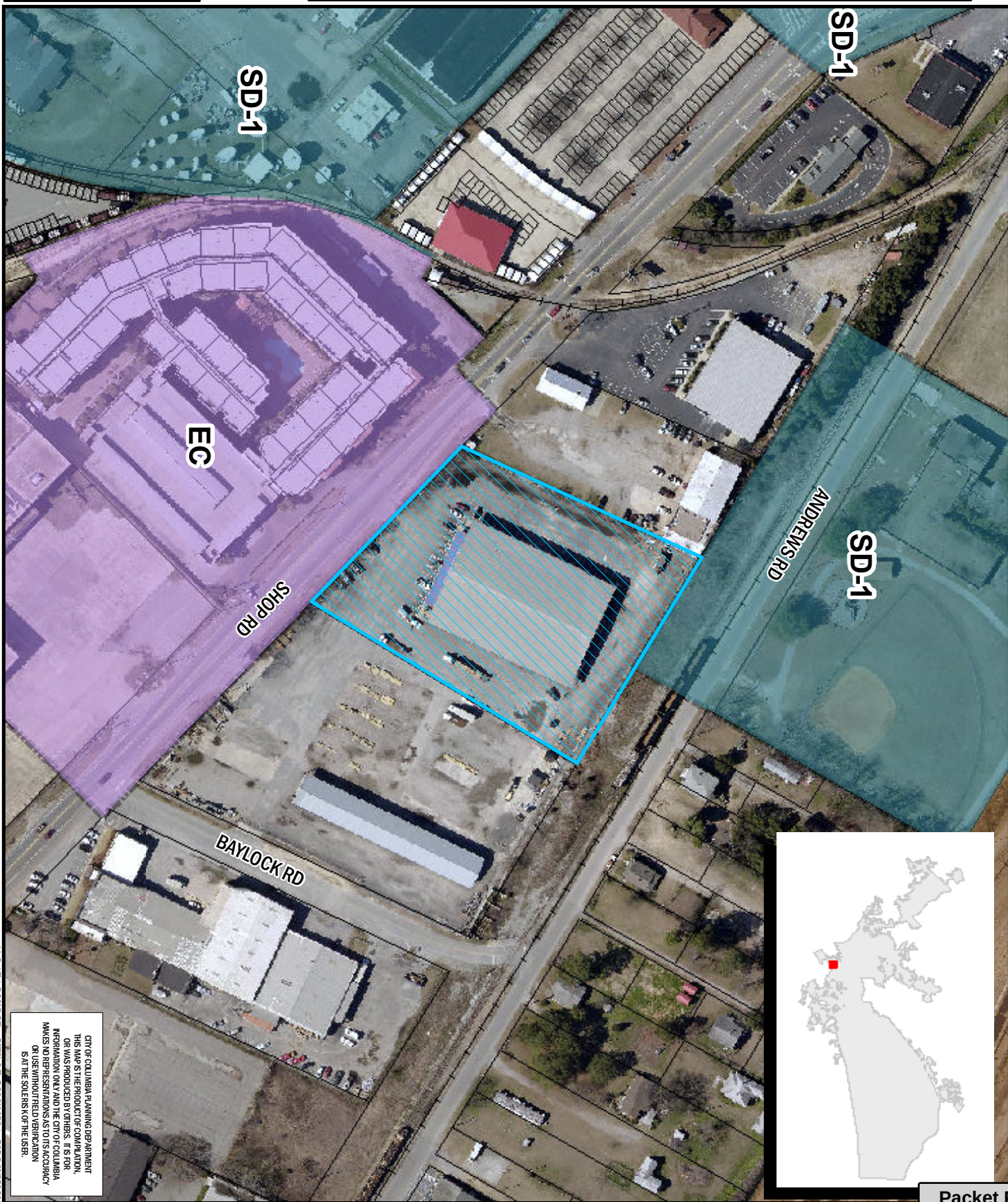
Missy Gentry, Assistant City Manager
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Utilities and Engineering
 Robert Anderson, Public Works Director
 Jeff Palen, Assistant City Manager/CFO
 George Adams, Fire Marshal
 Brian Cook, Zoning Administrator
 Kimberly Gathers, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Zach Kay, Dev. Center Administrator
 Alfreda Tindall, Richland Co. 911 Addressing Coordinator

Planning Commission Land Use Recommendation: EC (Land Use classification) by 9-0 on 07-10-2017 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 9-0 on 07-10-2017 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)







Legend

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
UDT	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

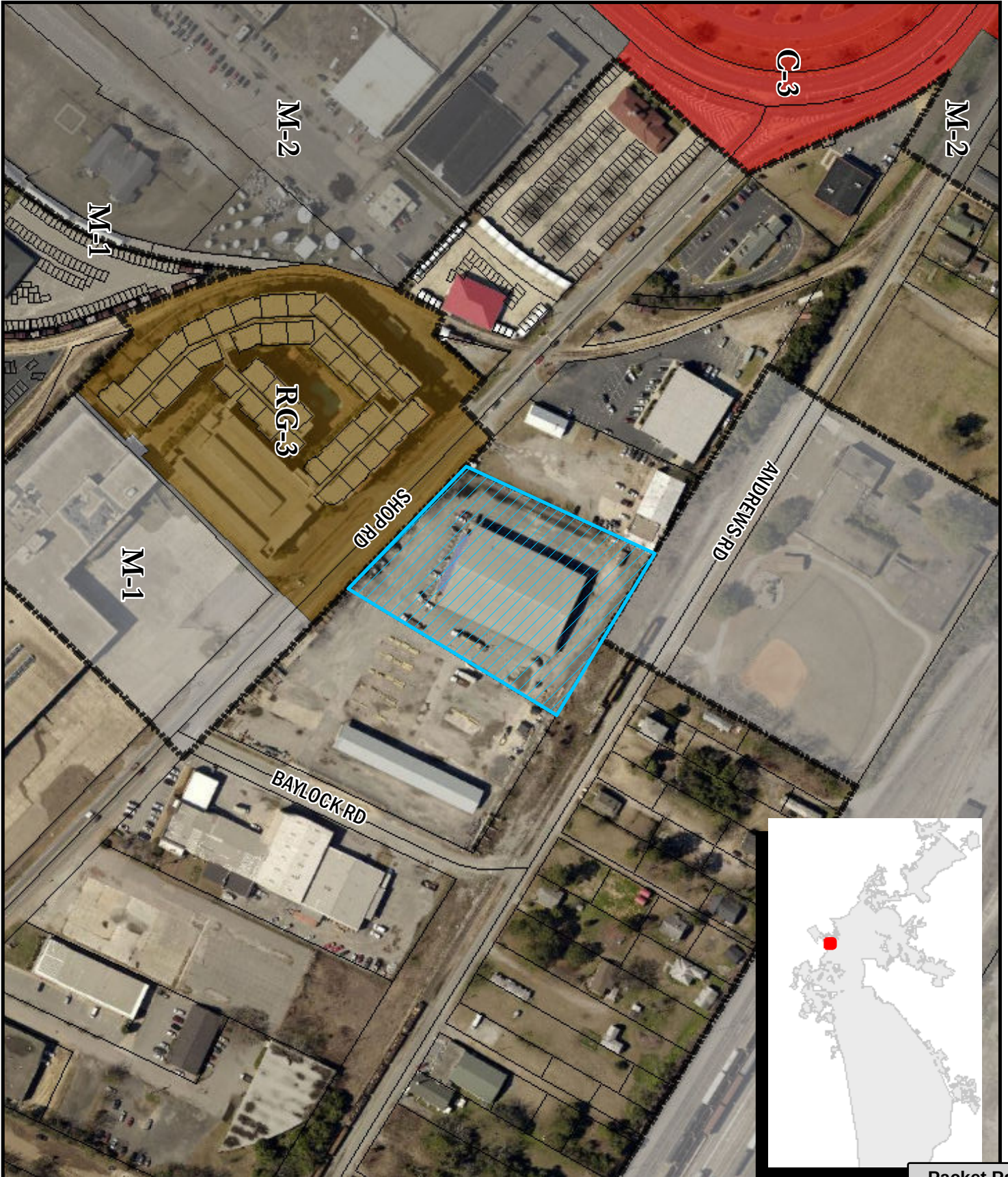


ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017

DISCLAIMER:
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We Are Columbia



1080 Shop Road; TMS# 11211-07-06;
Existing Richland Zoning: M-1; Proposed Zoning: M-1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on Shop Road near the City of Columbia, County of Richland, State of South Carolina, containing 2.31 acres and shown as Parcel A on a plat prepared for Pavilion BHP-Columbia, LLC, by Lindler Surveying, Inc. dated November 22, 2016, and recorded in the Register of Deeds Office for Richland County in Plat Book 2173 at page 3913. The plat is incorporated into this description by this reference and the tract has the size, shape, metes, bounds, location and dimensions as shown on the plat.

Richland County TMS: 11211-07-06

Property Address: 1080 Shop Road

ARG BHCLMSC001, LLC

By: American Finance Operating Partnership, L.P., its sole member

By: American Finance Trust, Inc., its managing member

BY: _____

Date: _____

August 29, 2017

Jesse C. Galloway

(Print or Type Name)

Its: _____

Authorized Signatory

(Print or Type Title)



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-079 - Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County TMS# 002898-01-013 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:1

Proposal:Request to annex, assign land use classification of Urban Edge Regional Activity Center (UEAC-2), and assign zoning of Planned Unit Development-Large Scale (PUD-LS). The property is currently zoned PD by Lexington County.

Applicant:Circle K Stores Inc.

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX_Harbison334 (PDF)
- **#b:** 2017-079 annex-incorporate 334 and 334 B Harbison (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Regional Activity Center (UEAC-2), and assign zoning of Planned Unit Development-Large Scale (PUD-LS). The property is currently zoned PD by Lexington County.

Applicant: Circle K Stores Inc.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017

City Council, 2nd Reading: 10/17/2017

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.867 acres
 Current Use: Commercial
 Proposed Use: Commercial
 Reason for Annexation: Adjacent
 Urban Service Area: Donut Hole
 Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
 Current Lexington County Zoning: PD
 Proposed Zoning: Planned Unit Development-Large Scale (PUD-LS)
 Census Tract: 211.11

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$7,200** annually to provide service for the gasoline service station based upon current calls for service at similar types of uses in the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The property is currently a gas station with convenience store and restaurant and is proposed to be redeveloped as the same. Solid Waste services cost would be \$0.00 since this service is not provided this type of commercial development.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

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

Planning & Development Services

We recommend annexation of this property. The estimated annual City property tax revenue generated for this gasoline service station/convenience store/ restaurant will be approximately **\$9,400**.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Urban Edge Regional Activity Center (UEAC-2) in The Columbia Plan 2018 Future Land Use Map. The description of Urban Edge Regional Activity Center is proposed to be modified to reflect the following language.

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the city, typically up to a 20 mile radius or drive distance. These activity centers are found in the outer areas of the city (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise)

- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-Family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not covered by an area plan which has been adopted by the City of Columbia.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PD by Lexington County. Surrounding parcels within the City of Columbia are currently zoned PUD-C to the North, East and South and PUD-LS to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Large Scale (PUD-LS).

Planned Unit Development

(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 City Council annex the property and approve the assignment of Urban Edge Regional Activity Center (UEAC-2) land use classification and Planned Unit Development-Large Scale (PUD-LS) zoning at the time of annexation.



Future Land Use Map

334 Harbison Blvd and 334B Harbison Blvd;TMS# 00289
Proposed FLU: UEAC-2

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
-  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



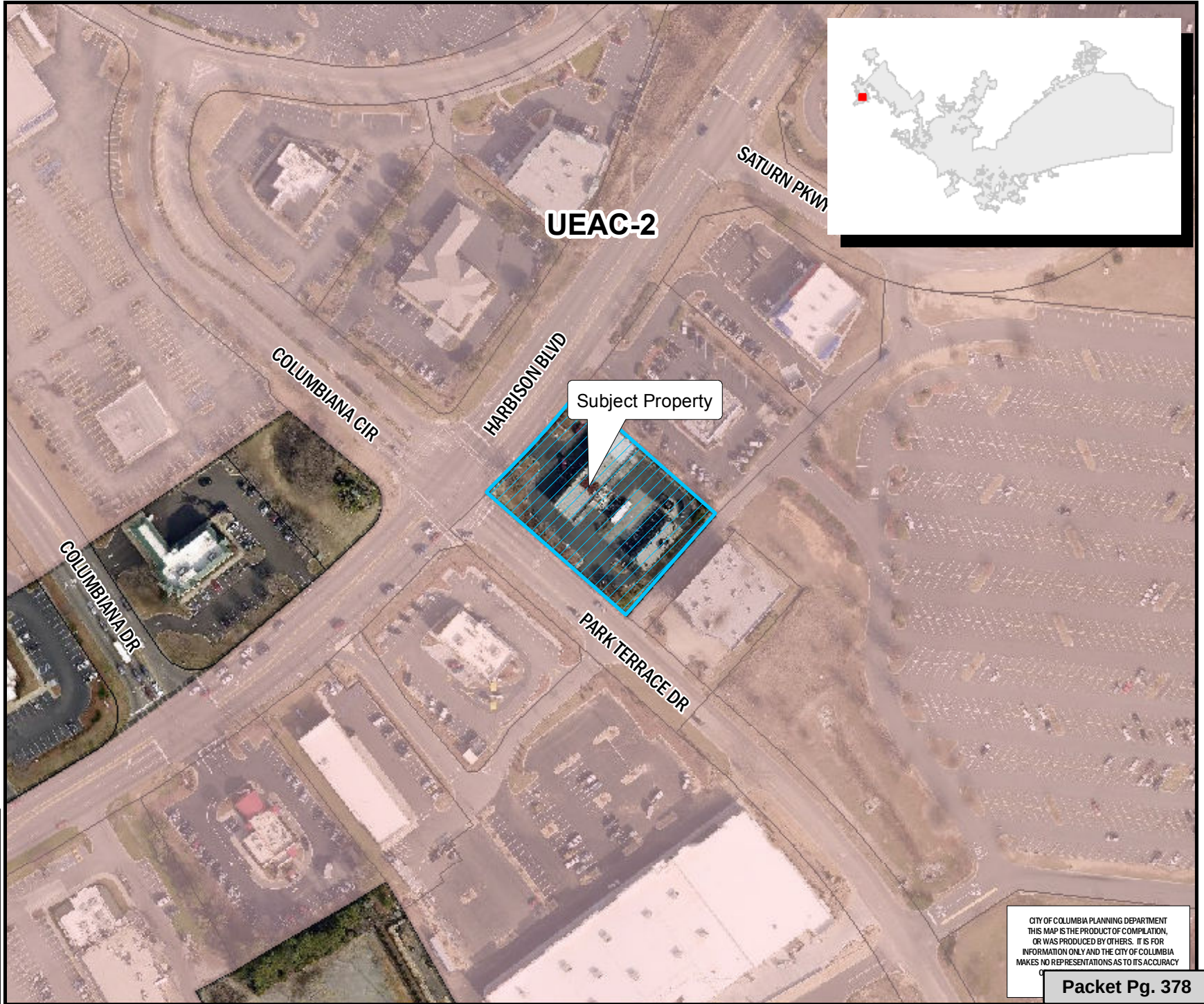
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 18, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPIATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 378

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

334 Harbison Boulevard and 334B Harbison Boulevard; TMS# 002898-01-
Existing Zoning: PD; Proposed Zoning: PUD-LS

38.a

Department of Planning &
Development Services

Legend

 CITY LIMITS
 PARCELS

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



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

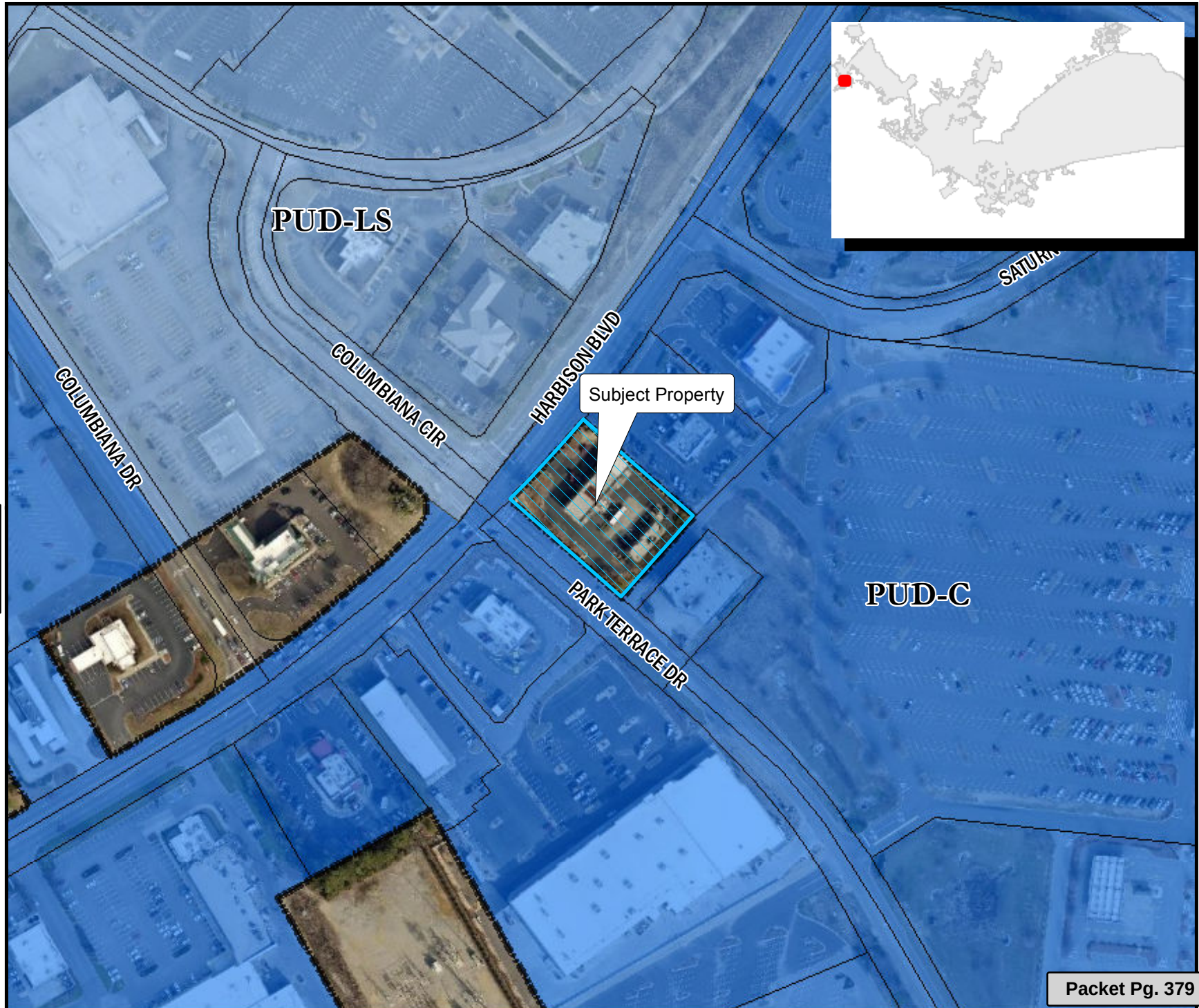
Shane Shaughnessy
July 17, 2017

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We Are Columbia



Packet Pg. 379

ORDINANCE NO.: 2017-079

*Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County
TMS# 002898-01-013 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 _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Planned Unit Development-Large Scale (PUD-LS), apportioned to City Council District 1, Census Tract 211.11, contains 0.867 acres, and shall be assigned a land use classification of Urban Edge Regional Activity Center (UEAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Lexington County TMS NO.: 002898-01-013

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

Requested by:

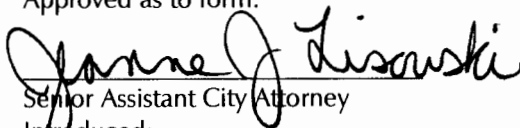
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-079

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Lexington, State of South Carolina, being shown and delineated on a plat prepared for Corner Pantry, Inc. by Cox and Dinkins, Inc., dated September 30, 1994, and recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 58, Plat 9, and having the following courses and distances as shown on said plat, to wit: Beginning at an existing 5/8" rebar at the intersection of the southeasterly right-of-way of Harbison Boulevard and the northern corner of the subject property approximately 214.8' from Jamil Road and running S45°31'51" E along property now or formerly of Lowes Investment Corporation for a distance of 228.12' to an existing 5/8" rebar; thence turning and running S44°37'45"W along the private 30' driveway now or formerly of Lowes Investment Corporation for a distance of 169.85' to an existing 1/2" rebar; thence turning and running N45°23'09"W along Park Terrace Drive for a distance of 219.69' to an existing 5/8" rebar; thence turning and running in a curved line along Harbison Boulevard for a chord bearing of N41°46'51"E and a chord distance of 169.49' to the point of beginning.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2017

RE: **Property Address:** 334 Harbison Boulevard and 334 B Harbison Boulevard
Lexington County TMS#: 002898-01-013
Owner(s): Circle K Stores Inc.
Current Use: Commercial (Gas Station/Convenience)
Proposed Use: Commercial (Gas Station/Convenience)
Current County Zoning: Planned Development District (PD)
Proposed City Zoning: Planned Unit Development – Large Scale (PUD-LS)
Proposed City Land Use: Urban Edge Regional Activity Center (UEAC-2)
Reason for Annexation: Adjacent/Donut Hole
City Council District: 1
Census Tract: 211.11

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

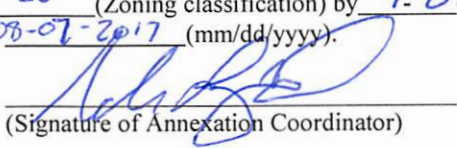
Planning & Development Services staff will see to it that this matter is placed on the **August 7, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

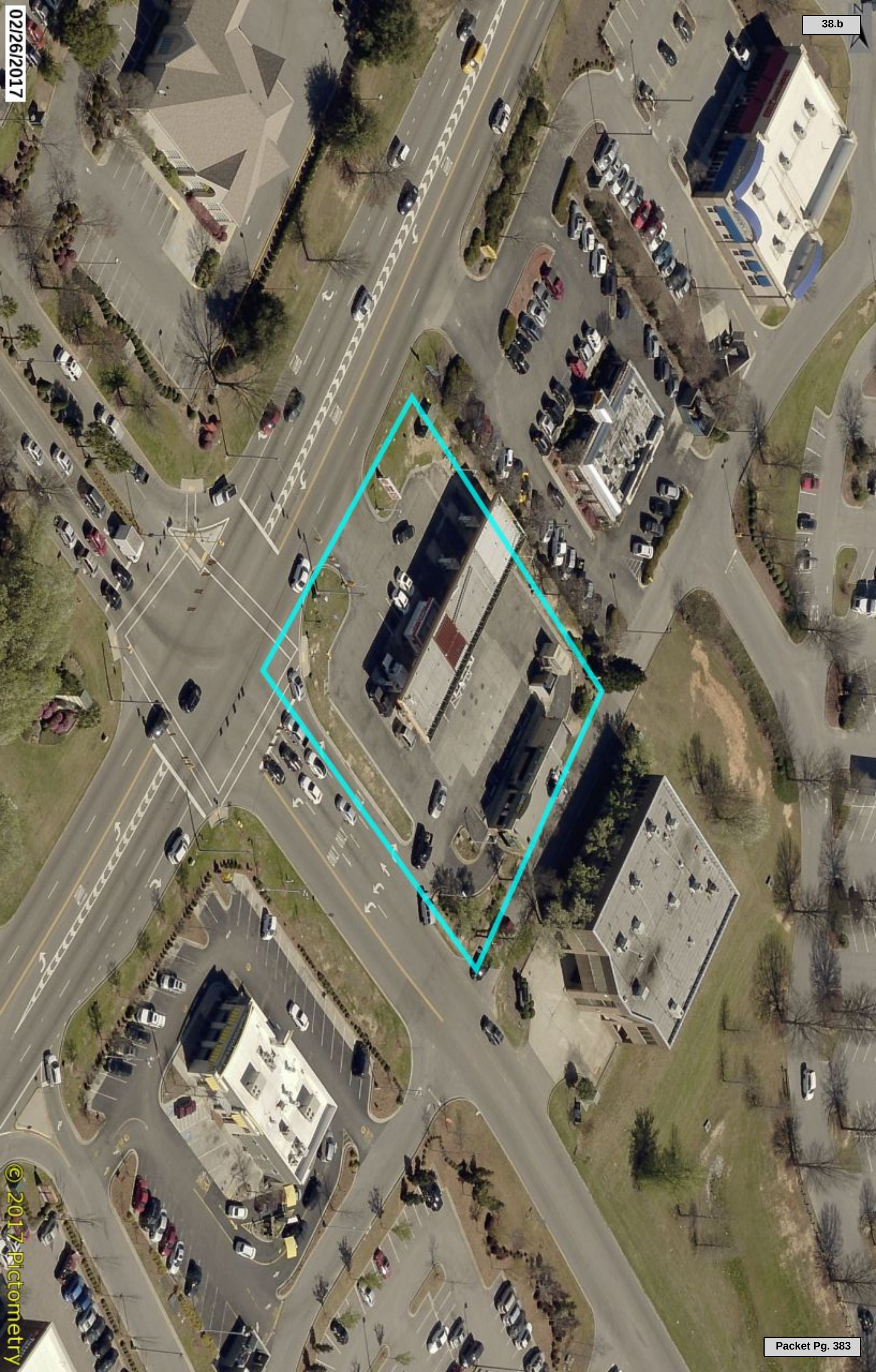
/atl
 Attachments

cc: S. Allison Baker, Sr. Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Sidra Nelson, Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Zach Kay, Dev. Center Administrator Carolyn Wilson, Police Planning & Research Walt McPherson, Lexington County Zoning	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Denny Daniels, Engineering John Fellows, Planning Administrator Holland Leger, Lexington County Planning Alison Sengupta, Lexington County Planning
---	---

Planning Commission Land Use Recommendation: UEAC-2 (Land Use classification) by 7-0 on 08-07-2017 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-LS (Zoning classification) by 7-0 on 08-07-2017 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

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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- UER-2 - Urban Edge Residential Large Lot
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- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Center
- AC-2 - Community Activity Center
- AC-3 - Regional Activity Center
- EC - Employment Campus
- ND - Industrial
- TU - Transportation & Utilities
- SP-1 - Sports / Amusement District
- SP-2 - Civic / Institutional District
- SP-3 - Central Business District
- SP-4 - Recreation, Zoo and Garden
- SP-5 - Universities / Colleges
- SP-6 - Fort Jackson

0 37.5 75 150 Feet



ORIGINAL PREPARATION DATE:
This map was prepared by:
Shane Shaughnessy
July 18, 2017

We Are Columbia



334 Harbison Blvd and 334B Harbison Blvd; TMS# 002898-01-0
Proposed FLU: UEAC-2

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THE USER ASSUMES ALL LIABILITY FOR ANY USE OF THIS MAP.

Zoning Map

Department of Planning & Development Services

Legend



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:
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Shane Shaughnessy
July 17, 2017

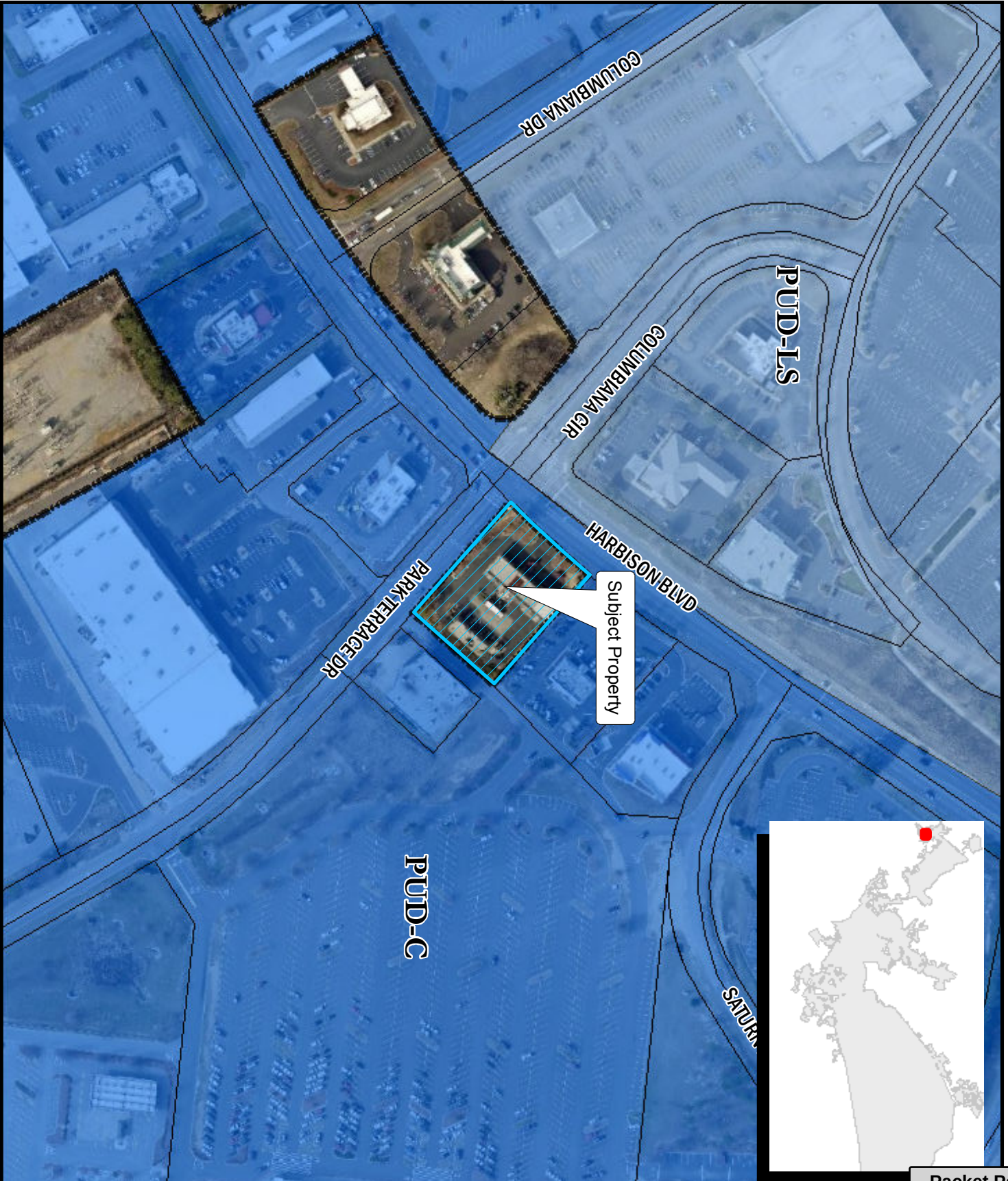
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We Are Columbia

334 Harbison Boulevard and 334B Harbison Boulevard; TMS# 002898-01-01
Existing Zoning: PDD; Proposed Zoning: PUD-LS



STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being located near the City of Columbia, in Lexington County, South Carolina, being shown and delineated on a plat prepared for Corner Pantry, Inc., by Cox and Dinkins, Inc., dated September 30, 1994, and recorded in the Office of the Register of Deeds for Lexington County in Plat Slide 58, Plat 9, and having the following courses and distances as shown on said plat, to-wit: Beginning at an existing 5/8" rebar at the intersection of the southeasterly right-of-way of Harbison Boulevard and the northern corner of the subject property approximately 214.8' from Jamil Road and running S45°31'51"E along property now or formerly of Lowes Investment Corporation for a distance of 228.12' to an existing 5/8" rebar; thence turning and running S44°37'45"W along the private 30' driveway now or formerly of Lowes Investment Corporation for a distance of 169.85' to an existing 1/2" rebar; thence turning and running N45°23'09"W along Park Terrace Drive for a distance of 219.69' to an existing 5/8" rebar; thence turning and running in a curved line along Harbison Boulevard for a chord bearing of N41°46'51"E and a chord distance of 169.49' to the point of beginning.

Lexington County TMS: 002898-01-013

Property Address: 334 Harbison Boulevard and 334 B Harbison Boulevard

Circle K Stores Inc.

BY:



Date:

7/12/2017

Mark Ostroch
 (Print or Type Name)

Its:

Vice President
 (Print or Type Title)

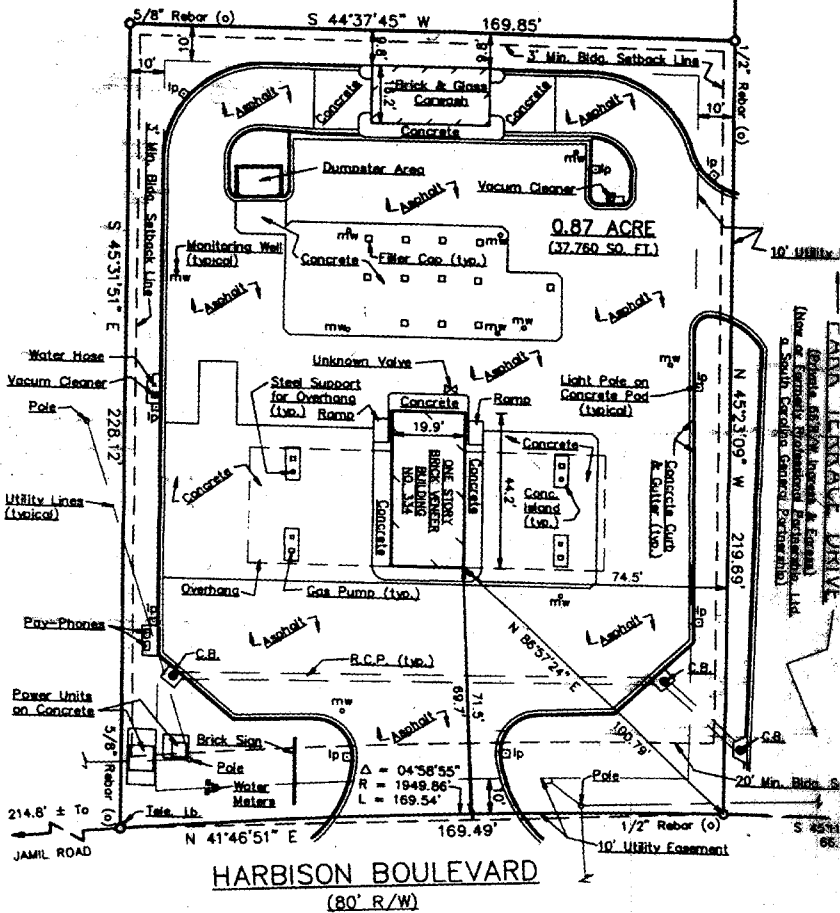
MAGNETIC

**NOW OR FORMERLY
LOWES INVESTMENT CORPORATION**
(PRIVATE 30' DRIVEWAY)

**NOW OR FORMERLY
LOWES INVESTMENT CORPORATION**

THIS COPY IS FOR
RECORDING PURPOSES

Gene R. Baker



I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR LEXINGTON COUNTY COMMUNITY PANEL NUMBER 450129 0135 B, PANEL 135 OF 525, DATED JUNE 15, 1981, AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

G. Frank Baker
REG. LAND SURVEYOR
NO. 107998

THE UNDERSIGNED HEREBY CERTIFIES TO NATIONSBANK OF SOUTH CAROLINA, N.A., AND TITLE GUARANTEE COMPANY, AS OF SEPTEMBER 30, 1994, THAT HE IS A DULY REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA; THAT THE PLAT OF SURVEY TO WHICH THIS CERTIFICATE IS ATTACHED IS MADE AT LEAST IN ACCORDANCE WITH THE MINIMUM STANDARDS ESTABLISHED BY THE STATE OF SOUTH CAROLINA FOR SURVEYS AND LAND SURVEYORS; THAT SUCH PLAT OF SURVEY CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS ON THE SUBJECT PREMISES; AND THAT, EXCEPT AS SHOWN, THERE ARE NO VISIBLE EASEMENTS, RIGHTS OF WAY ACROSS THE SUBJECT PROPERTY OR ANY OTHER EASEMENTS OR RIGHTS OF WAY, OR ACROSS ANY SETBACKS, BY ANY SUCH BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, OR ENCROACHMENTS ONTO SAID PREMISES BY BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES.

DATED: SEPTEMBER 30, 1994

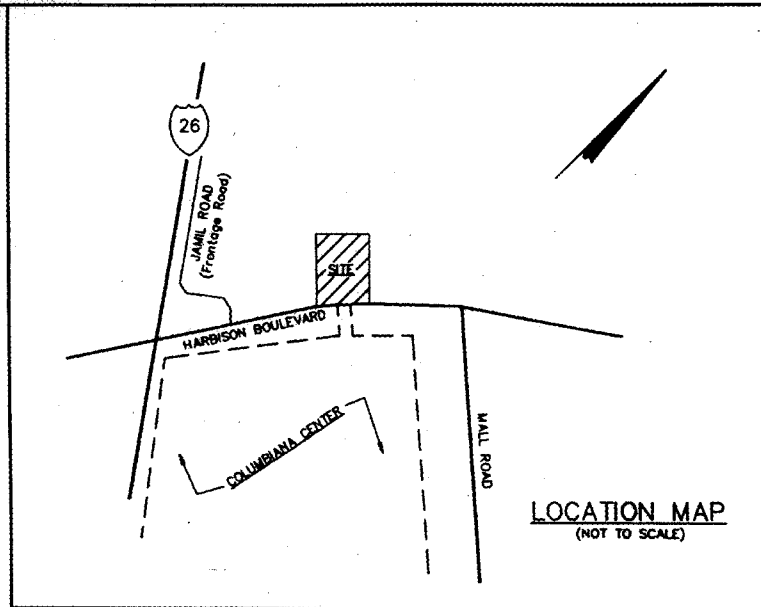
Slide 58 Plat 9

43761

G. Frank Baker
REG. LAND SURVEYOR
NO. 107998

FILED

Oct 13 11 02 AM '94

J. C. WATERS
LEXINGTON COUNTY3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 1-800-922-0983

UNDERGROUND LOCATORS.
CONTRACTOR SHALL CONTACT
THE UNDERGROUND LOCATORS
EVERY 10 DAYS FOR AN UPDATE
TO UTILITY LOCATIONS.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES WAS OBTAINED FROM LOCAL UTILITY COMPANIES AND AVAILABLE DRAWINGS SUPPLIED BY THE OWNER AND IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, THIS SURVEYOR HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD HIM TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

REFERENCE:

THE SAME BEING SHOWN ON PLAT OF SURVEY FOR AMOCO OIL COMPANY, BY HARKLEROAD AND ASSOC., INC., DATED MAY 1, 1987, AND RECORDED IN THE OFFICE OF REGISTER OF MESNE CONVEYANCE FOR LEXINGTON COUNTY IN PLAT BOOK 219-G, PAGES 33 & 34.

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

Check Line
5/8" Rebar (o)
37" W

LEXINGTON COUNTY
PLANNING COMMISSION

OCT 13 1994

B. Waters

STEWART
AND SURVEYOR
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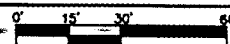
Baker
OR

PLAT PREPARED FOR
CORNER PANTRY, INC.

LEXINGTON COUNTY, NEAR IRMO, S.C.

DATE:
SEPTEMBER 30, 1994

Scale: 1" = 30'



COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street, Columbia, South Carolina - 29205
(803) 254-0518

Project No. _____

Sheet No. _____ of _____

G. Frank Baker
REG. LAND SURVEYOR
NO. 107998

NO. 14

SF NO. 241

TMS 2808-1-13

BOOK A83-56 To 62

2 4JAB3-56



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Resolution No.: R-2017-091- Annexing 0.09 acres N/S SC 277,
Richland County TMS# 11616-01-01

FINANCIAL IMPACT: Council District:2

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

Applicant:City of Columbia

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Provide high quality municipal services

ATTACHMENTS:

- **#a:** Annex NS SC 277 Case Summary (PDF)
- **#b:** R_2017_091_Annexing_NS_SC277 (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 0.09 acres, N/S SC 277, TMS# 11616-01-01

Council District: 2

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

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council, 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±0.09 acres
 Current Use: Vacant Land
 Proposed Use: Vacant Land
 Reason for Annexation: Adjacent
 Urban Service Area: Donut Hole
 Current Land Use Classification: Mixed Residential High Density
 Proposed Land Use Classification: Urban Edge Residential - Large Lot (UER-2)
 Current Richland County Zoning: RU
 Proposed Zoning: Development District (D-1)
 Census Tract: 110

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will not result in an increased number of calls for services as the property is owned by the City Of Columbia, and the CPD would normally responds to calls to this adjacent property even if not within the City limits. Thus, no additional annual cost is anticipated.

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

As the property is a small vacant City-owned parcel no solid waste costs are anticipated.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Because this land is currently vacant, there will be no loss of revenue as a result of annexation.

Planning & Development Services

We recommend annexation of this property, located within a “Donut Hole”. As the property is owned by the City of Columbia, the property is tax exempt.

* Estimated City Tax Revenue is based on 2016 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0961) - (Tax Value*Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property 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 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 bloc 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 property 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 RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) the North and West and Development District (D-1) to the South. Parcels in surrounding unincorporated Richland County are currently zoned RU to the East.

The proposed City of Columbia zoning district is Development District (D-1).

Development District (D-1)

The D-1 district is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and approve the assignment of Urban Edge Residential Large Lot (UER-2) land use classification and Development District (D-1) zoning at the time of annexation.



Future Land Use Map

Department of Planning &
Development Services

0.09 acres, N/S SC 277;TMS# 11616-01-01;
Existing FLU: Mixed Residential High Density; Proposed FLU: UER-2

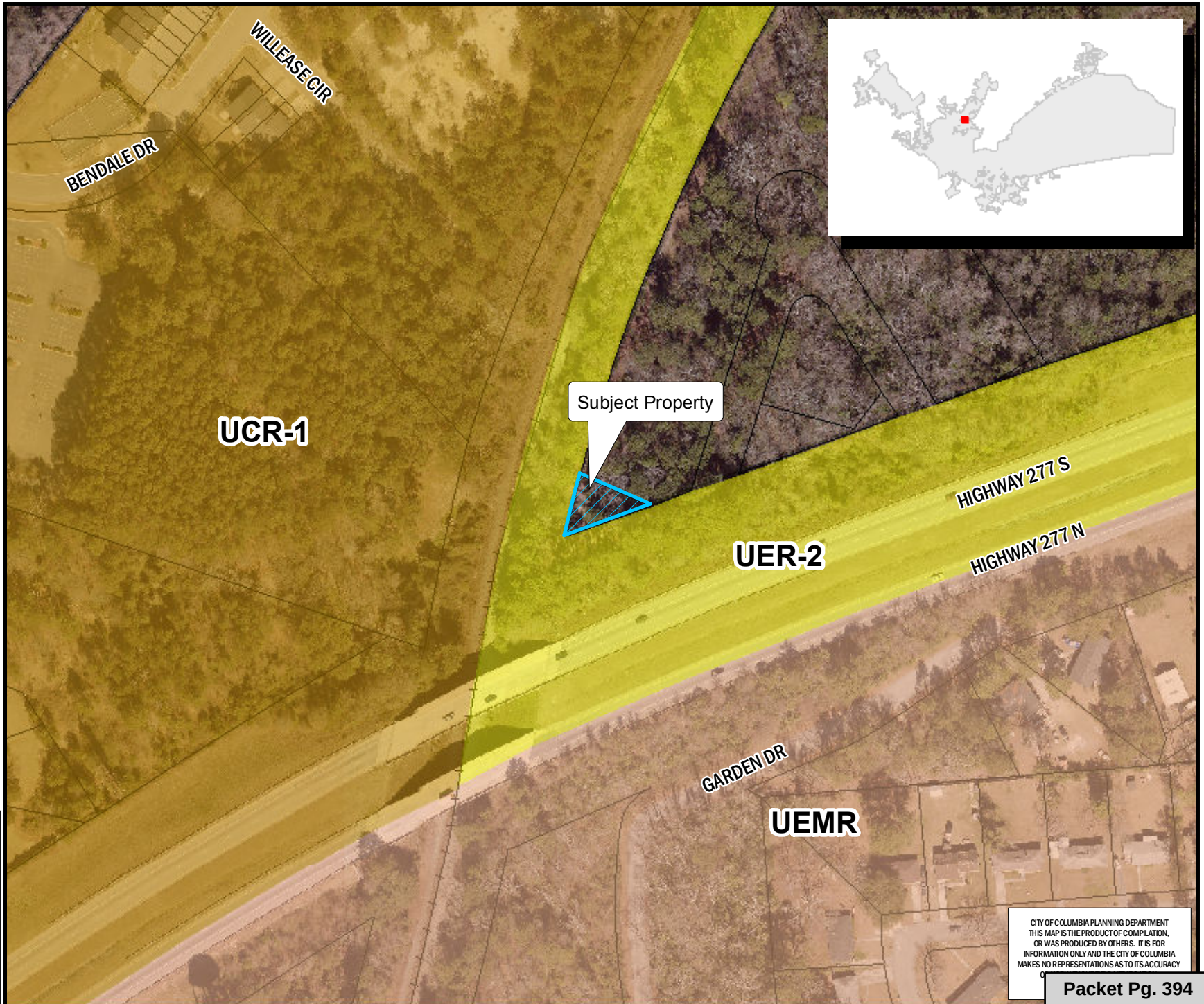
39.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 18, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 394

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

0.09 acres, N/S SC 277; TMS# 1161 39.a
Existing Zoning: RU; Proposed Zoning: D-1

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	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

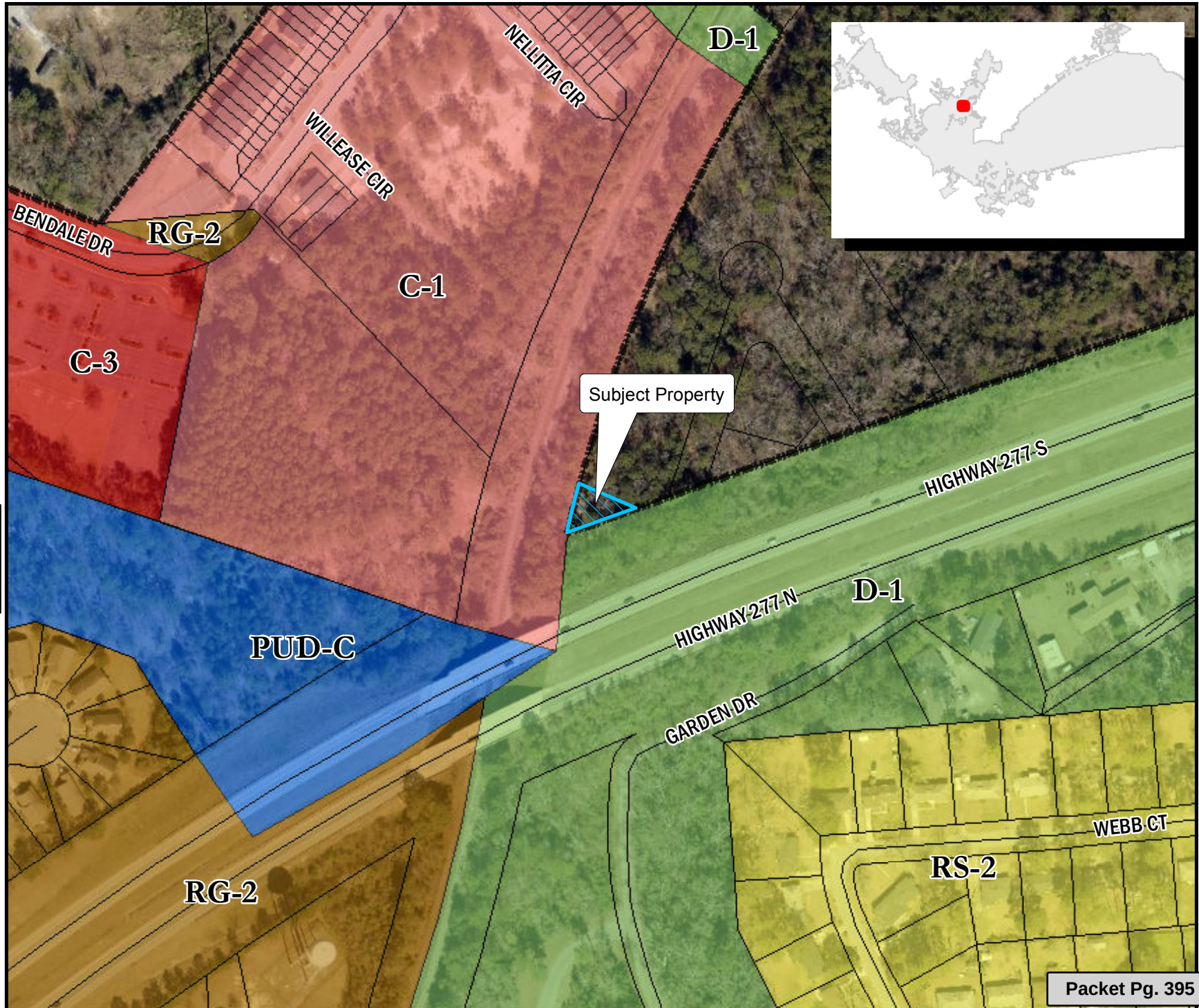
Shane Shaughnessy
July 17, 2017

DISCLAIMER:

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We Are Columbia



RESOLUTION R-2017-091

Annexing 0.09 acres N/S SC 277, Richland County TMS #11616-01-01

WHEREAS, the City of Columbia is the owner in fee simple of parcels of land known as 0.09 acres, N/S SC 277, Richland County TMS #11616-01-01; and,

WHEREAS, the best interests of the City of Columbia would be served by the annexation of the said 0.09 acres, N/S SC 277, Richland County TMS #11616-01-01; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2017, by the Mayor and City Council of the City of Columbia that 0.09 acres N/S SC 277, Richland County TMS #11616-01-01, be annexed into and made a part of the City of Columbia by ordinance as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

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:



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 0.09 acres, N/S SC 277, TMS# 11616-01-01

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-081- Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:2

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

Applicant:City of Columbia

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX_SC277 (PDF)
- **#b:** 2017-081 annex-incorporate 0.9 ac NS SC 277 (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 0.09 acres, N/S SC 277, TMS# 11616-01-01

Council District: 2

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

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council, 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±0.09 acres
 Current Use: Vacant Land
 Proposed Use: Vacant Land
 Reason for Annexation: Adjacent
 Urban Service Area: Donut Hole
 Current Land Use Classification: Mixed Residential High Density
 Proposed Land Use Classification: Urban Edge Residential - Large Lot (UER-2)
 Current Richland County Zoning: RU
 Proposed Zoning: Development District (D-1)
 Census Tract: 110

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will not result in an increased number of calls for services as the property is owned by the City Of Columbia, and the CPD would normally responds to calls to this adjacent property even if not within the City limits. Thus, no additional annual cost is anticipated.

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

As the property is a small vacant City-owned parcel no solid waste costs are anticipated.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Because this land is currently vacant, there will be no loss of revenue as a result of annexation.

Planning & Development Services

We recommend annexation of this property, located within a “Donut Hole”. As the property is owned by the City of Columbia, the property is tax exempt.

* Estimated City Tax Revenue is based on 2016 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0961)) - (Tax Value*Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

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The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property 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 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 bloc 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 property 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 RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) the North and West and Development District (D-1) to the South. Parcels in surrounding unincorporated Richland County are currently zoned RU to the East.

The proposed City of Columbia zoning district is Development District (D-1).

Development District (D-1)

The D-1 district is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and approve the assignment of Urban Edge Residential Large Lot (UER-2) land use classification and Development District (D-1) zoning at the time of annexation.



Future Land Use Map

0.09 acres, N/S SC 277;TMS# 11616-01-01;
Existing FLU: Mixed Residential High Density; Proposed FLU: UER-2

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



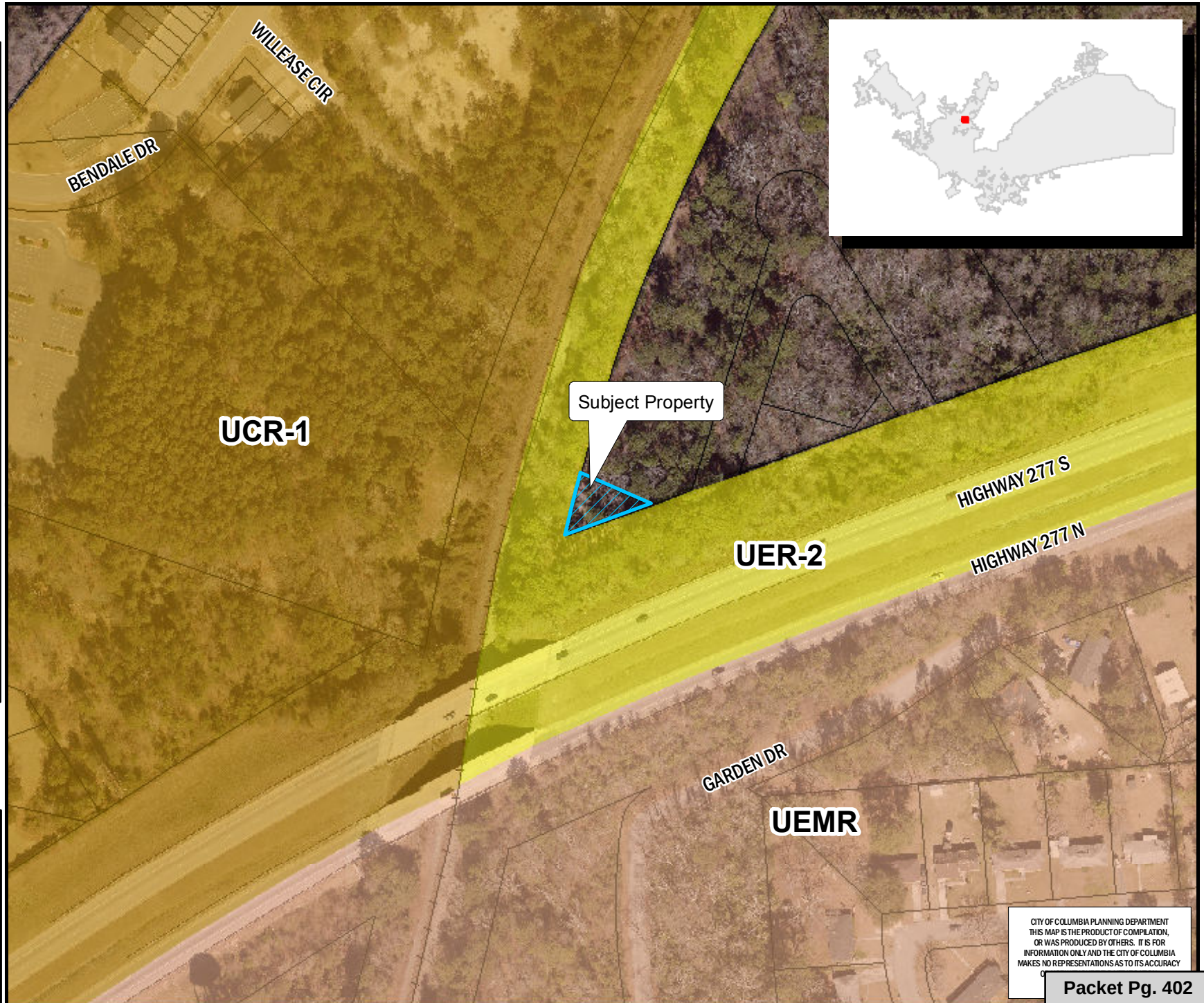
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 18, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 402

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

0.09 acres, N/S SC 277; TMS# 1161 40.a
Existing Zoning: RU; Proposed Zoning: D-1

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	

N

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

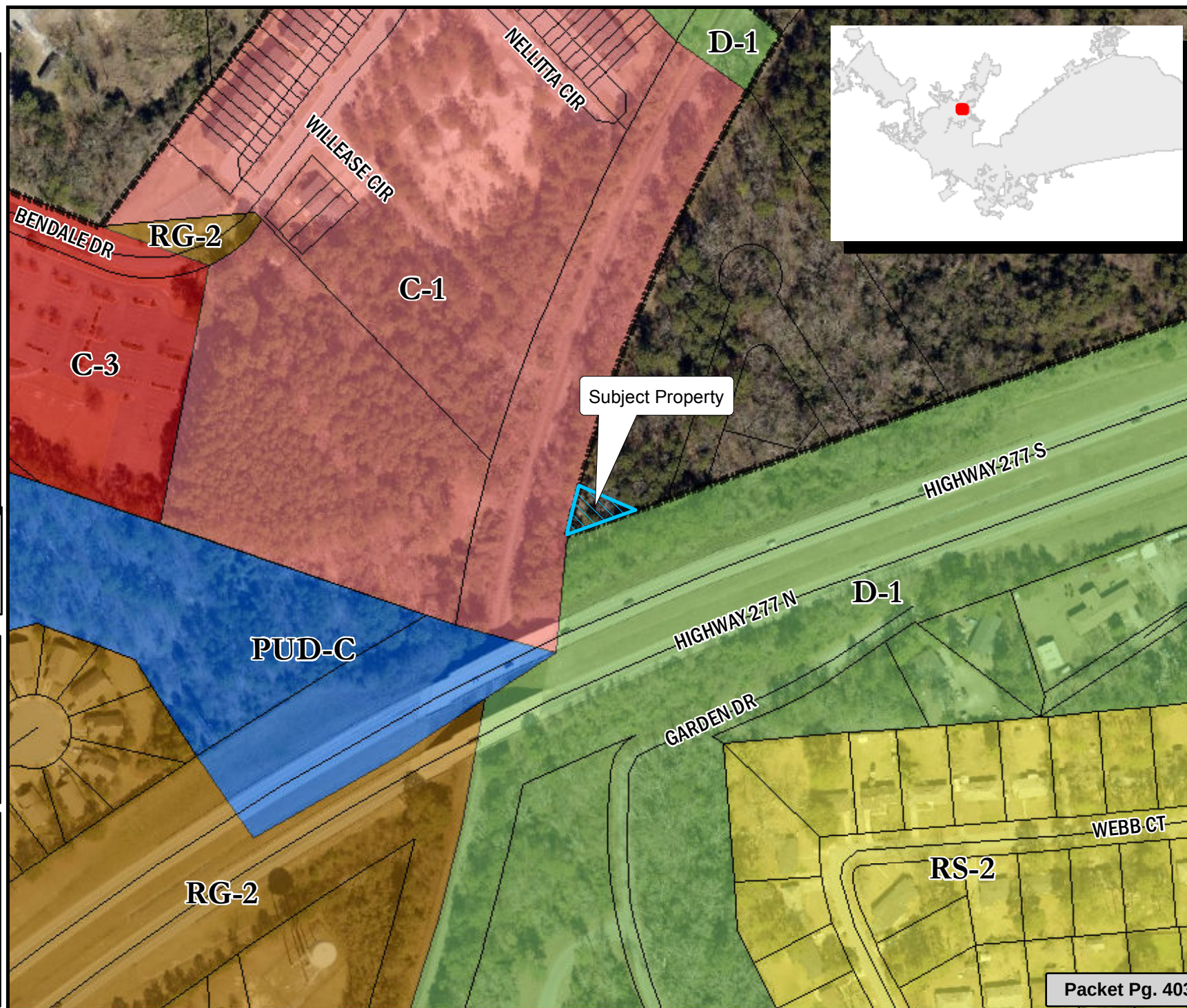
Shane Shaughnessy
July 17, 2017

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We Are Columbia



Packet Pg. 403

ORDINANCE NO.: 2017-081

Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 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 _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Development District (D-1), apportioned to City Council District 2, Census Tract 110, contains 0.09 acres and shall be assigned a land use classification of Urban Edge Residential-Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11616-01-01

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

Requested by:

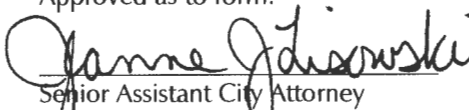
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-081

All that certain piece, parcel or tract of land, containing approximately 0.09 of an acre, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown on South Carolina Department of Transportation Plans for SC Route 277, File 40.716, sheets 33 and 34, and also shown on a plat prepared by the City of Columbia, South Carolina, Department of Utilities and Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated March 29, 2011, and recorded on April 28, 2011 in Record Book 1680 at Page 2290 in the office of the Register of Deeds for Richland County.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2017

RE: **Property Address:** 0.09 acre, N/S SC 277
Richland County TMS#: 11616-01-01
Owner(s): City of Columbia
Current Use: Vacant lot
Proposed Use: Vacant lot
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Rural (RU)
Proposed City Zoning: Development District (D-1)
Reason for Annexation: Adjacent/Donut Hole
City Council District: 2
Census Tract: 110

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

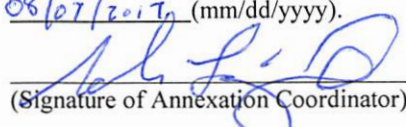
Planning & Development Services staff will see to it that this matter is placed on the **August 7, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
 Attachments

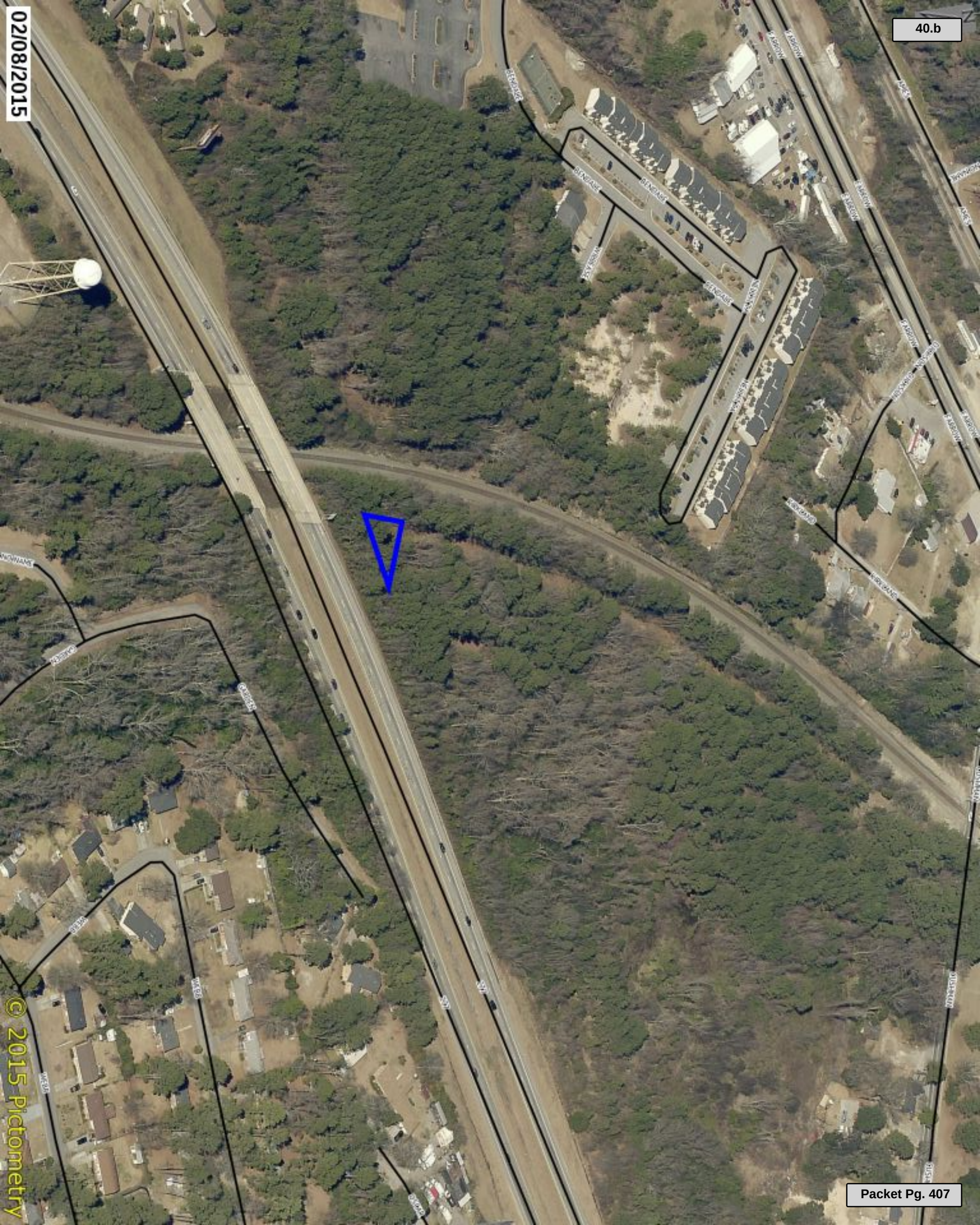
cc: S. Allison Baker, Sr. Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Sidra Nelson, Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO 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 Land Use Recommendation: UER-2 (Land Use classification) by 7-0 on 08/07/2017 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: D-1 (Zoning classification) by 7-0 on 08/07/2017 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

02/08/2015



© 2015 Pictometry

Future Land Use Map

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
- UEAC-2 - Urban Edge Regional Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- ND - Industrial
- TU - Transportation & Utilities
- SP-1 - Sports / Amusement District
- SP-2 - Civic / Institutional Districts
- SP-3 - Central Business District
- SP-4 - Riemann's Zoo and Garden
- SP-5 - Universities / Colleges
- SP-6 - Fort Jackson

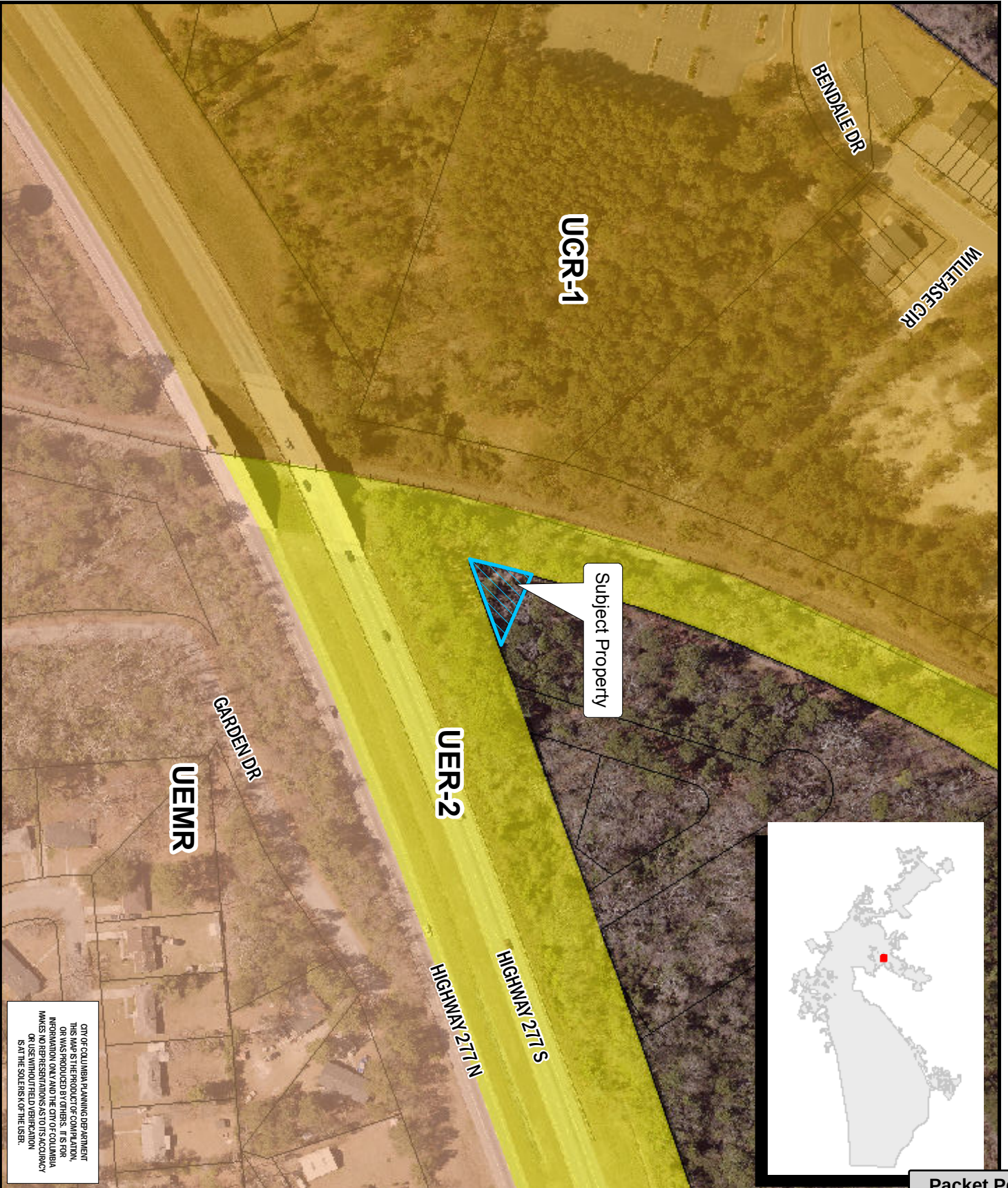
0 37.5 75 150 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Staughnessy
July 18, 2017



We Are Columbia



0.09 acres, N/S SC 277; TMS# 11616-01-01;
Existing FLU: Mixed Residential High Density; Proposed FLU: UEMR

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PROPERTY OF THE CITY OF COLUMBIA. IT IS TO BE USED FOR OFFICIAL PURPOSES ONLY. THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT DIVERGENCE FROM THE SOURCE OF THE DATA.

Zoning Map

Department of Planning & Development Services

Legend



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-S
RG-2	PUD-S-E
RG-3	PUD-S-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:

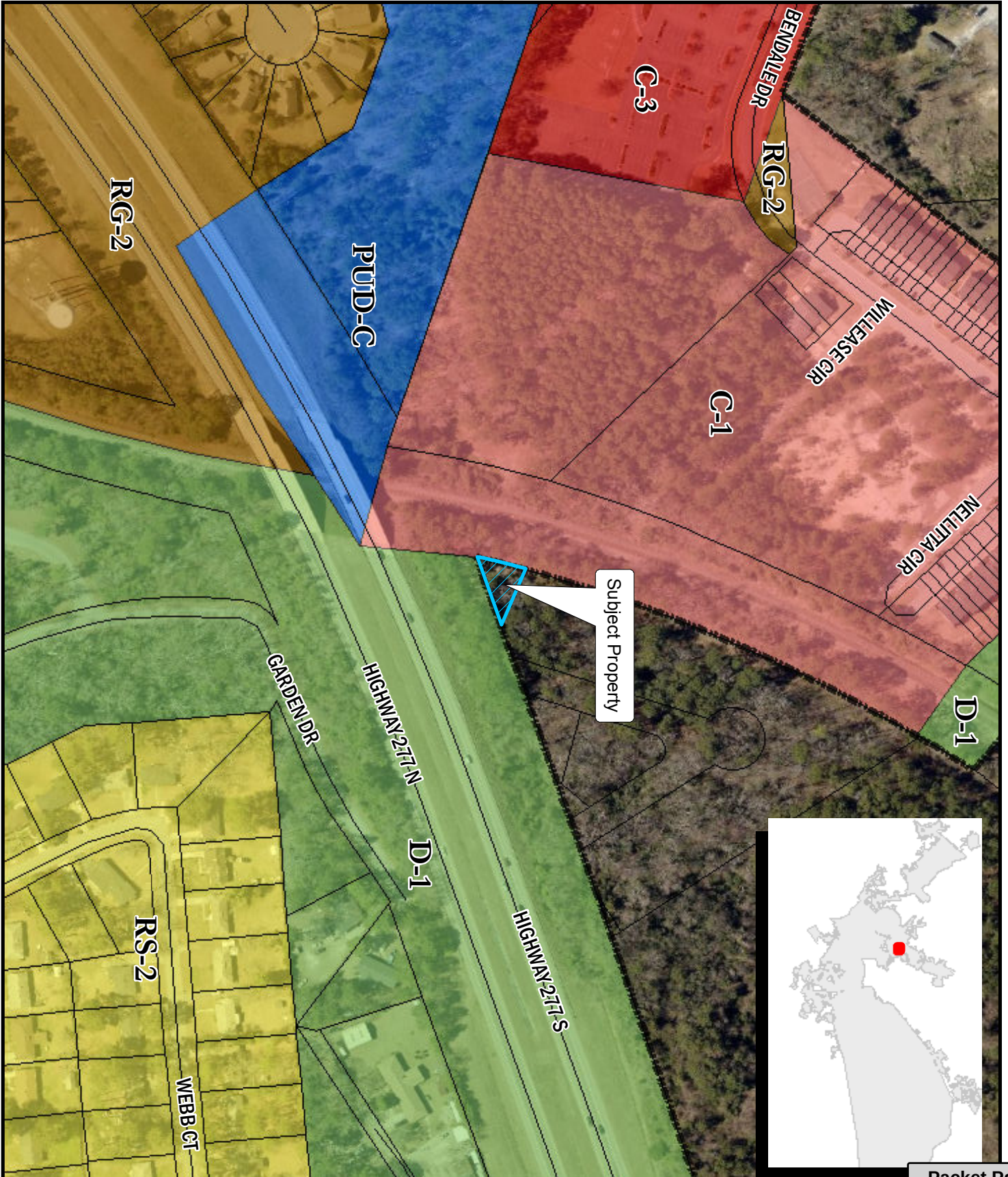
Shane Shaughnessy
July 17, 2017

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



0.09 acres, N/S SC 277; TMS# 11616-01-0
Existing Zoning: RU; Proposed Zoning: D

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

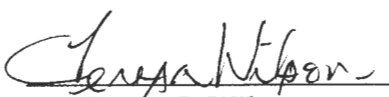
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or tract of land containing approximately 0.09 of an acre, situate, lying and being North of SC Route 277 near the City of Columbia in Richland County, State of South Carolina, and shown on South Carolina Department of Transportation Plans for SC Route 277, File 40.716, sheets 33 and 34, and also shown on a plat prepared by the City of Columbia, South Carolina, Department of Utilities and Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated March 29, 2011, and recorded on April 28, 2011 in Record Book 1680 at Page 2290 in the office of the Register of Deeds for Richland County.

Richland County TMS: 11616-01-01

Property Address: 0.09 acre, N/S SC 277

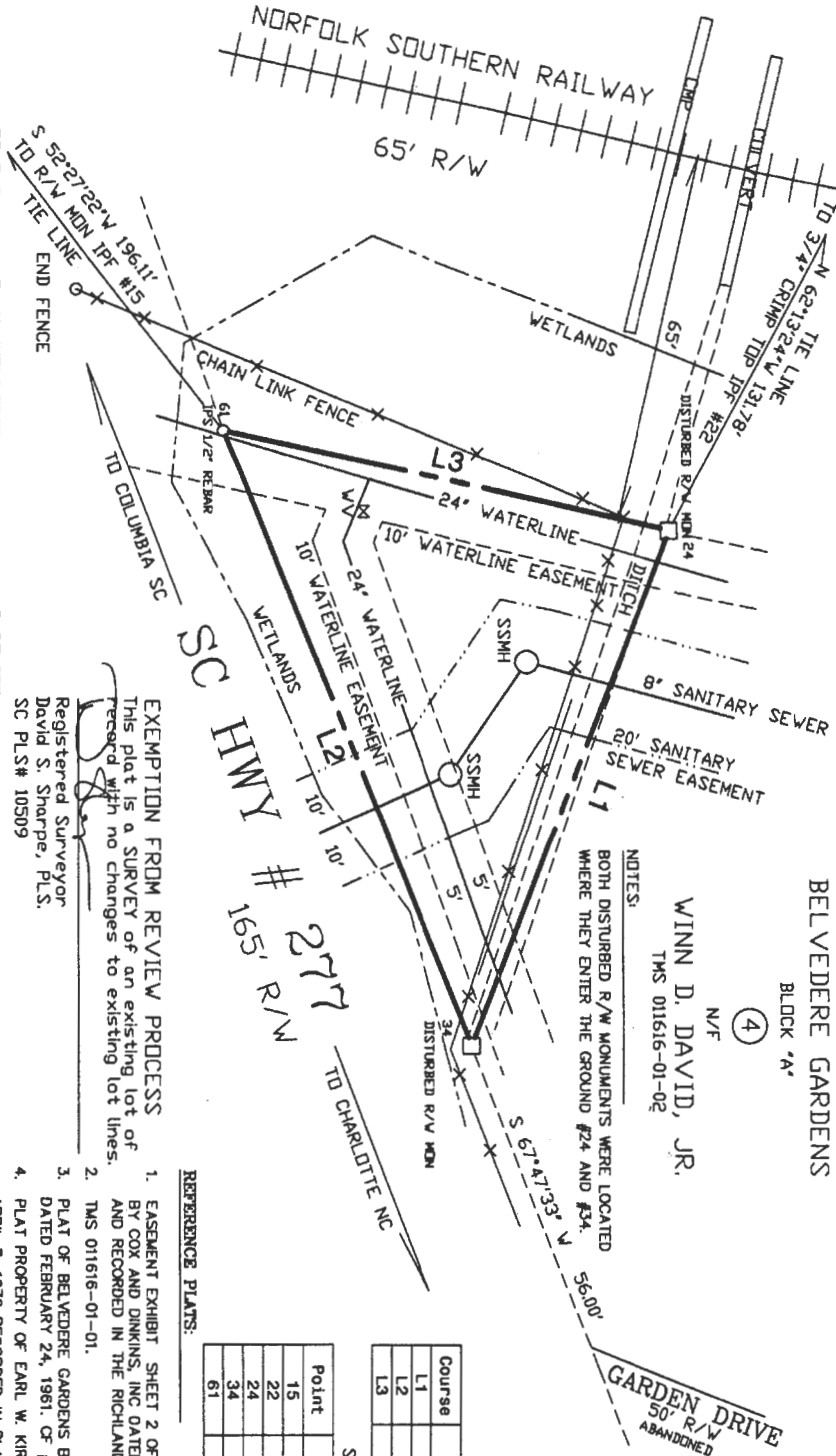
City of Columbia

BY: 
 Teresa B. Wilson

Date: 7-11-2017

Its: City Manager

2011  GRID NORTH



LOCATION MAP
1" = 1000'

Course	Bearing	Distance
L1	S 68°52'20" E	95.50'
L2	S 67°47'33" W	115.34'
L3	N 12°47'04" E	80.00'

SCSPC 2011

Point	Northing	Easting
15	805745.89	1997545.54
22	806004.83	1997602.14
24	805943.41	1997718.74
34	805908.98	1997807.82
61	805865.40	1997701.03

SLSPC 2011

REFERENCE PLATS:

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of
receded with no changes to existing lot lines.


Registered Surveyor
David S. Sharpe, PLS.
SC PLS# 10509

1. EASEMENT EXHIBIT SHEET 2 OF 2 FOR THE CITY OF COLUMBIA BY COX AND DINKINS, INC DATED FEBRUARY 22, 2010. CF # 250-286 AND RECORDED IN THE RICHLAND CO ROD OFFICE IN
2. TMS 011616-01-01.
3. PLAT OF BELVEDERE GARDENS BY MCILLIAN ENGINEERING CO DATED FEBRUARY 24, 1961. CF # 250-286. PLAT BK S-29.
4. PLAT PROPERTY OF EARL W. KIRKWOOD BY L. BOOZER DATED

Registered Surveyor
David S. Sharpe, PLS.
SC PLS# 10509

APRIL 7, 1972 RECORDED IN PLAT BOOK 41-772

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509
DATE: MARCH 29, 2011

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. ND.45079C0242 G DATED SEPTEMBER 29, 2010.

PLAT PREPARED FOR
CITY OF COLUMBIA
LOCATED IN RICHLAND COUNTY, COLUMBIA SC

SC HWY #277-GARDEN DRIVE

20 0 20 40 60
GRAPHIC SCALE - FEET 1' = 20'

0.09 ACRES
3,779.57 SQ. FT.

COLUMBIA
A Capital Place To Buy

A Capital Place To Be

SS7103-02

CF# 251-83





We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Resolution No.: R-2017-092 - Annexing 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13 705-11-01 I 13 705-11-02, 13 705-11-03, 13 705-11-04, 13 705-11-08, 13 705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Council District:3

Proposal:Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP).The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant:City of Columbia

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Provide high quality municipal services

ATTACHMENTS:

- **#a:** ANNEX_TallPines (PDF)
- **#b:** R-2017-092 authorize annexation of parcels on Tall Pines Circle (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council, 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~4.18 acres
Current Use: Vacant Lots
Proposed Use: Vacant Lots
Reason for Annexation: Adjacent
Urban Service Area: Long Range
Current Land Use Classification: Mixed Residential-High Density
Proposed Land Use Classification: Urban Core Residential - Small Lot (UCR-1)
Current Richland County Zoning: RS-HD
Proposed Zoning: Single Family Residential, -Flood Protective Area (RS-2, -FP)
Census Tract: 26.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will not result in an increased number of calls for services as the property is owned by the City Of Columbia, and the CPD would normally responds to calls to this adjacent property even if not within the City limits. Thus, no additional annual cost is anticipated.

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

These are vacant properties owned by the City of Columbia and no development is proposed. As such, no significant Solid Waste costs are anticipated.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Because this land is currently vacant, there will be no loss of revenue as a result of annexation.

Planning & Development Services

We recommend annexation of this property. As the property is owned by the City of Columbia, the property is tax exempt.

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Estimated Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Long Range Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be 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 (except Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for the *Rosewood Plan: A Corridor & Neighborhood Plan* (2012). As the property was not within the municipal limits at the time of planning, specific recommendations were not made for the subject property. The Plan recommended that the future land use of adjacent property be classified as Multi-family – Medium Density and found the RG-2 zoning of the adjacent property to be appropriate. The Plan did recommend that the subject property be included in a future neighborhood design overlay district.

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned Single Family-High Density (RS-HD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned RS-2 to the East. Parcels in surrounding unincorporated Richland County are currently zoned RS-HD to the North, West, and South.

The proposed City of Columbia zoning is Single Family Residential, -Flood Protective Area (RS-2, -FP).

Single Family Residential (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

-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 the property and approve the assignment of Urban Core Residential Small Lot (UCR-1) land use classification and Single Family Residential (RS-2) zoning at the time of annexation.

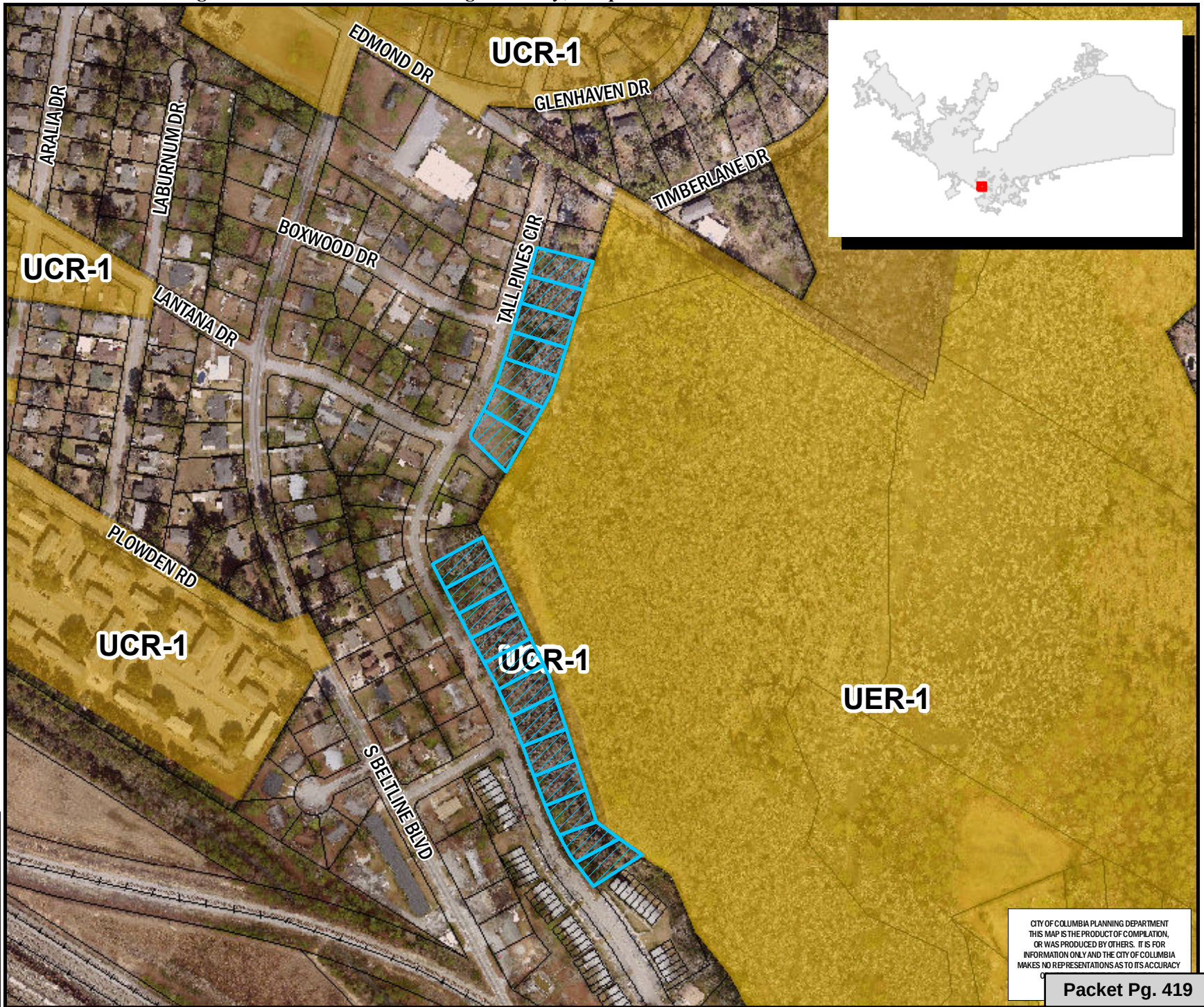


Future Land Use Map

Department of Planning & Development Services

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514, and 1510 Tall Pines Circle;
TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07, -08;
Existing FLU: Mixed Residential High Density; Proposed FLU: UCR-1

41.a



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPIATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 419

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

Zoning Map

Department of Planning &
Development Services

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514,
and 1510 Tall Pines Circle;
TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07, -08;
Existing Zoning: RS-HD; Proposed Zoning: RS-2, -FP

41.a

Legend

 CITY LIMITS
 PARCELS

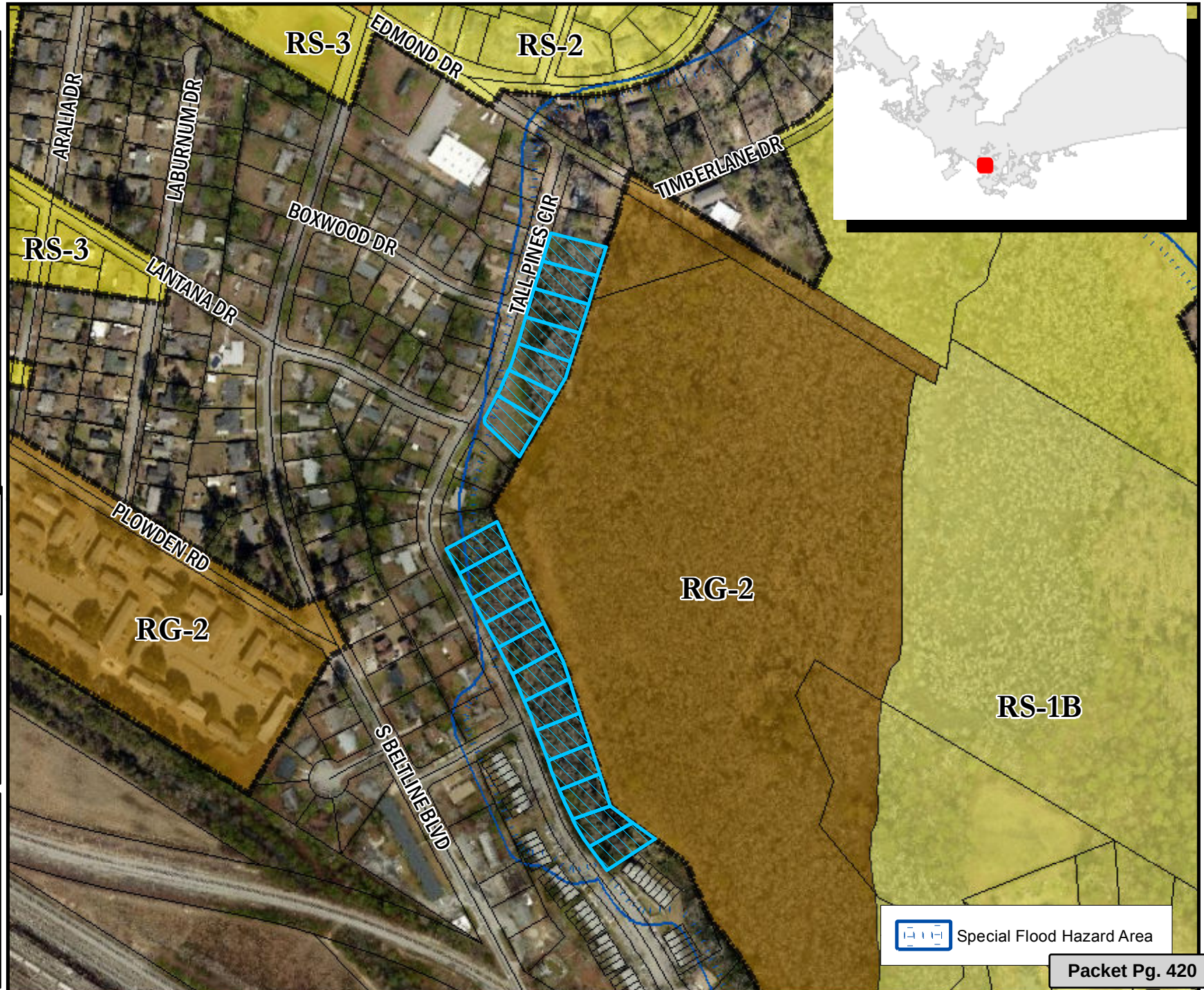
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2017

DISCLAIMER:
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 Special Flood Hazard Area

Packet Pg. 420

RESOLUTION R-2017-092

Annexing 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08

WHEREAS, the City of Columbia is the owner in fee simple of parcels of land known as 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08; and,

WHEREAS, the best interests of the City of Columbia would be served by the annexation of the said 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2017, by the Mayor and City Council of the City of Columbia that 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08, be annexed into and made a part of the City of Columbia by ordinance as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

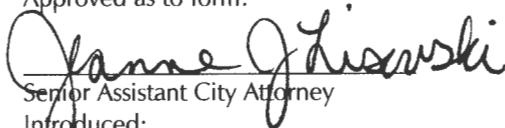
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment -1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-082 - Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District:3

Proposal:Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP).The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant:City of Columbia

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX_TallPines (PDF)
- **#b:** 2017-082 annex-incorporate parcels onTall Pines Circle (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017; Pending

City Council, 2nd Reading: 10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~4.18 acres

Current Use: Vacant Lots

Proposed Use: Vacant Lots

Reason for Annexation: Adjacent

Urban Service Area: Long Range

Current Land Use Classification: Mixed Residential-High Density

Proposed Land Use Classification: Urban Core Residential - Small Lot (UCR-1)

Current Richland County Zoning: RS-HD

Proposed Zoning: Single Family Residential, -Flood Protective Area (RS-2, -FP)

Census Tract: 26.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will not result in an increased number of calls for services as the property is owned by the City Of Columbia, and the CPD would normally responds to calls to this adjacent property even if not within the City limits. Thus, no additional annual cost is anticipated.

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

These are vacant properties owned by the City of Columbia and no development is proposed. As such, no significant Solid Waste costs are anticipated.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Because this land is currently vacant, there will be no loss of revenue as a result of annexation.

Planning & Development Services

We recommend annexation of this property. As the property is owned by the City of Columbia, the property is tax exempt.

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Estimated Local Option Sales Tax Credit (.002347)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Long Range Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be 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 (except Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for the *Rosewood Plan: A Corridor & Neighborhood Plan* (2012). As the property was not within the municipal limits at the time of planning, specific recommendations were not made for the subject property. The Plan recommended that the future land use of adjacent property be classified as Multi-family – Medium Density and found the RG-2 zoning of the adjacent property to be appropriate. The Plan did recommend that the subject property be included in a future neighborhood design overlay district.

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned Single Family-High Density (RS-HD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned RS-2 to the East. Parcels in surrounding unincorporated Richland County are currently zoned RS-HD to the North, West, and South.

The proposed City of Columbia zoning is Single Family Residential, -Flood Protective Area (RS-2, -FP).

Single Family Residential (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

-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 the property and approve the assignment of Urban Core Residential Small Lot (UCR-1) land use classification and Single Family Residential (RS-2) zoning at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514, and 1510 Tall Pines Circle;
TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07, -08;
Existing FLU: Mixed Residential High Density; Proposed FLU: UCR-1

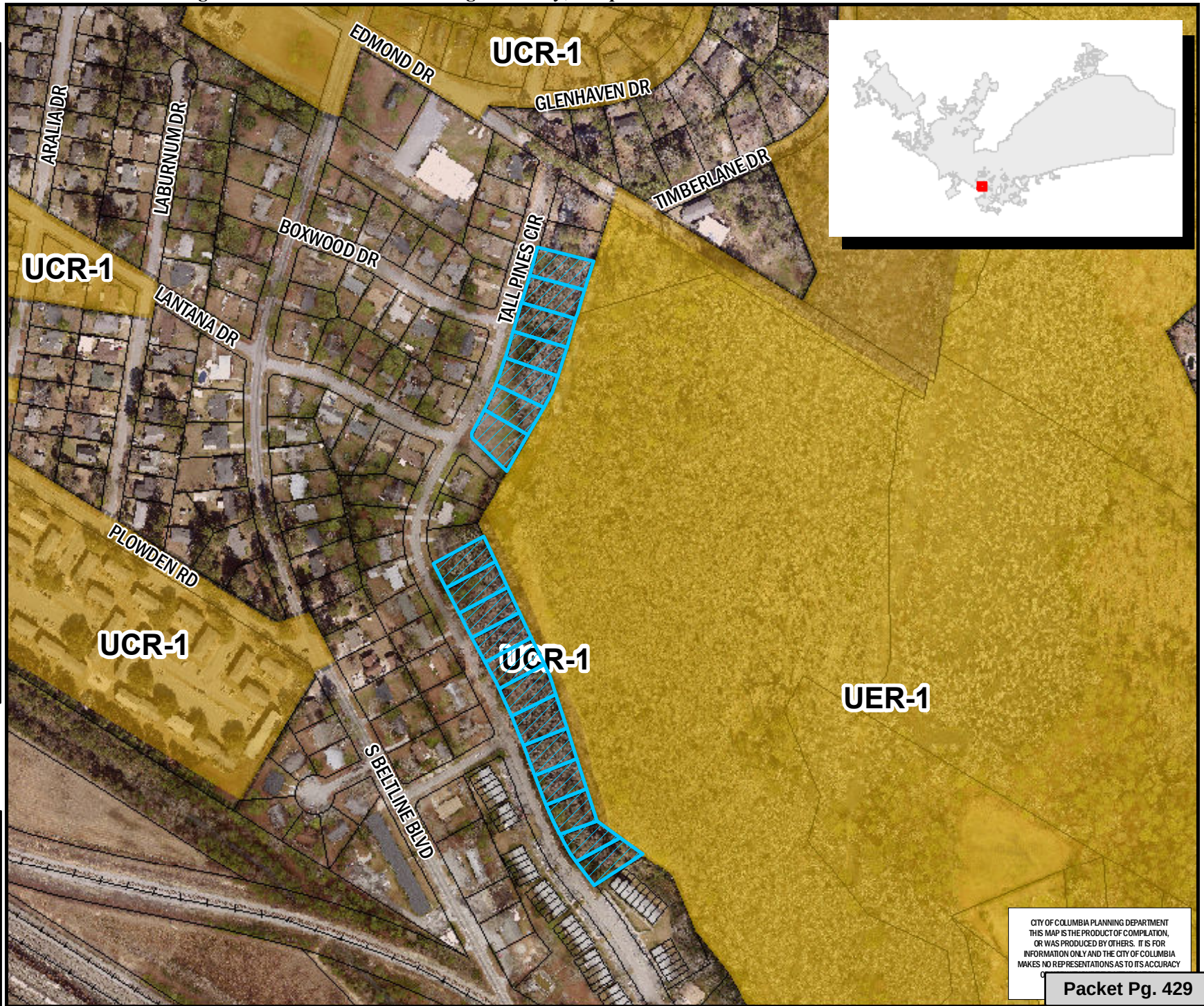
42.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 18, 2017



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. 429

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514,
and 1510 Tall Pines Circle;

TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07, -08;

Existing Zoning: RS-HD; Proposed Zoning: RS-2, -FP

42.a

Legend

 CITY LIMITS
 PARCELS

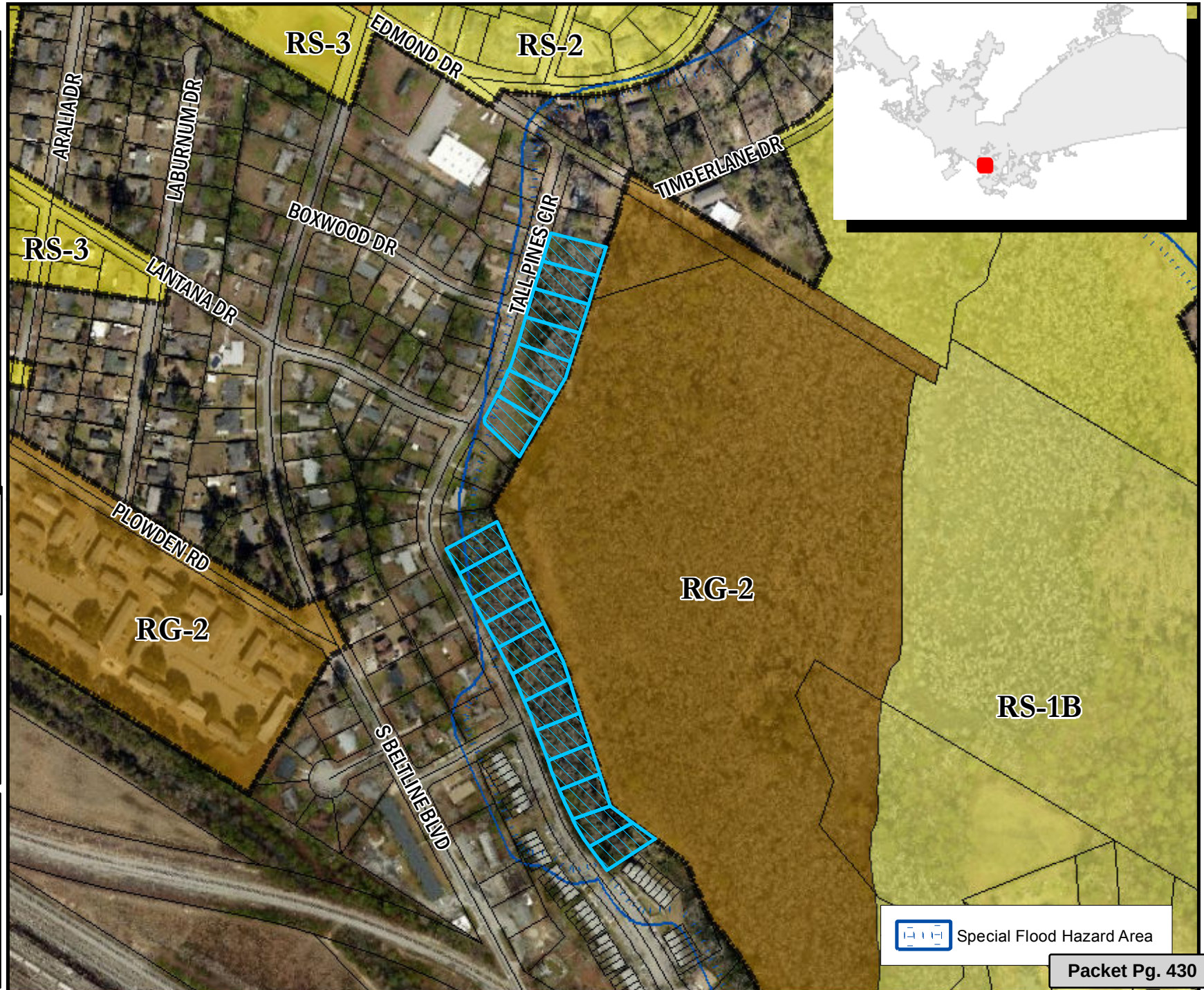
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2017

DISCLAIMER:
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 Special Flood Hazard Area

Packet Pg. 430

ORDINANCE NO.: 2017-082

Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 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 _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Single Family Residential, -Flood Protective Area (RS-2, -FP), apportioned to City Council District 3, Census Tract 26.04, contains 4.18 acres and shall be assigned a land use classification of Urban Core Residential-Small Lot (UCR-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney
Introduced:
Final Reading:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-082

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, together containing 4.3 acres, more or less, and shown and designated as lots 01, 02, 03, 04, 05, 06, 07, 08 and 09, block 01 of Richland County Tax Map 13612; lots 01, 02, 03, 04, 08, 09 and 10, block 11 of Richland County Tax Map 13705; and lots 06, 07 and 08, block 03 of Richland County Tax Map 13709. Said parcels having such boundaries and measurements as are shown on said tax maps.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2017

RE: **Property Addresses:** 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle
Richland County TMS#: 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08
Owner(s): City of Columbia
Current Use: Vacant lots
Proposed Use: Vacant lots
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Single Family – High Density (RS-HD)
Proposed City Zoning: Single Family Residential in a Flood Protective Area (RS-2, -FP)
Reason for Annexation: Adjacent/Long Range
City Council District: 3
Census Tract: 26.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 7, 2017** 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.

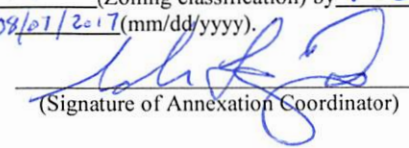
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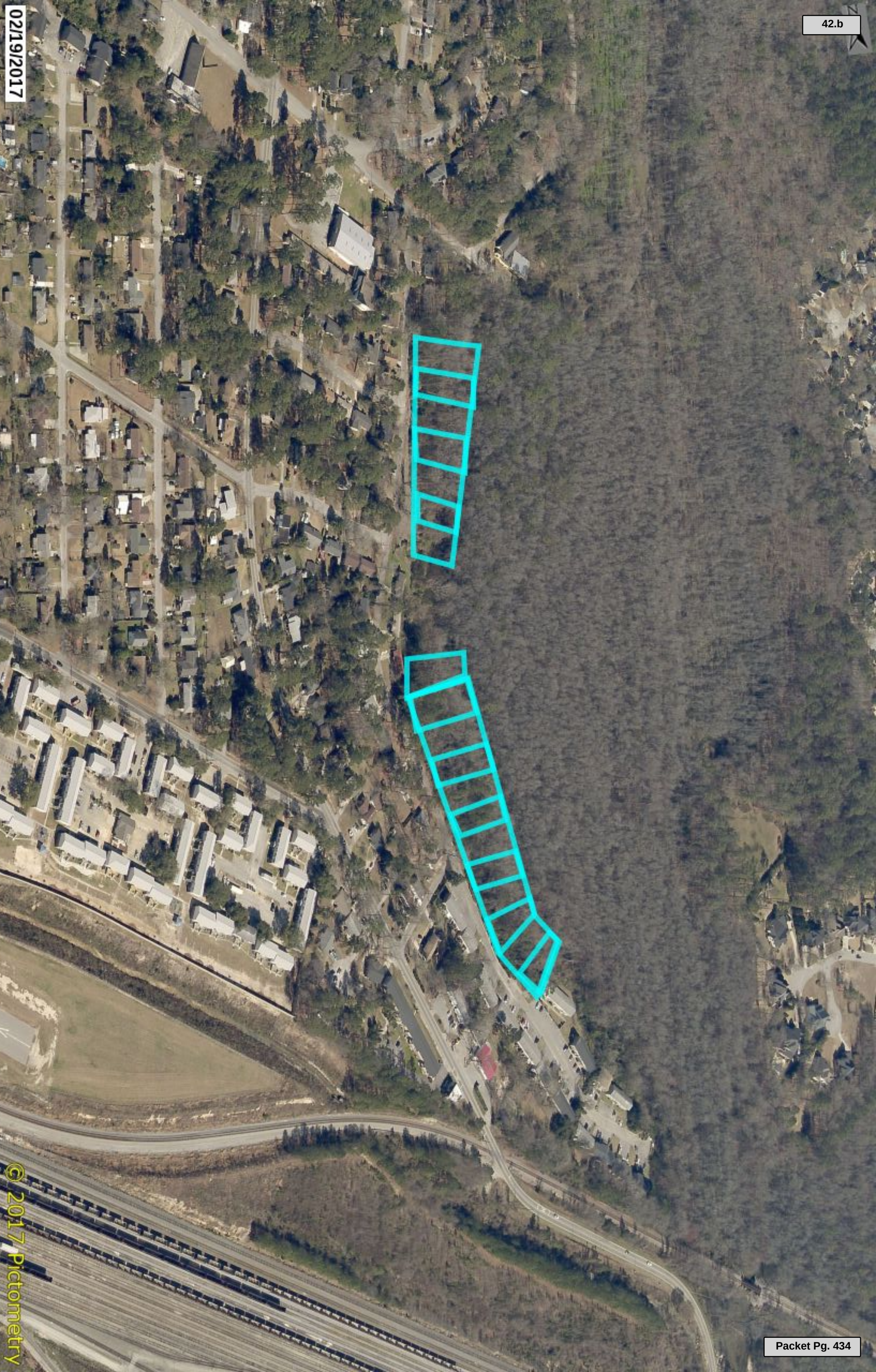
Attachments

cc: S. Allison Baker, Sr. Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Sidra Nelson, Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO 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 Land Use Recommendation: UCR-1 (Land Use classification) by 7-0 on 08/07/2017 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2, -FP (Zoning classification) by 7-0 on 08/01/2017 (mm/dd/yyyy).


(Signature of Annexation Coordinator)

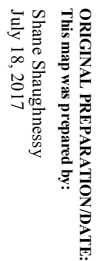


02/19/2017

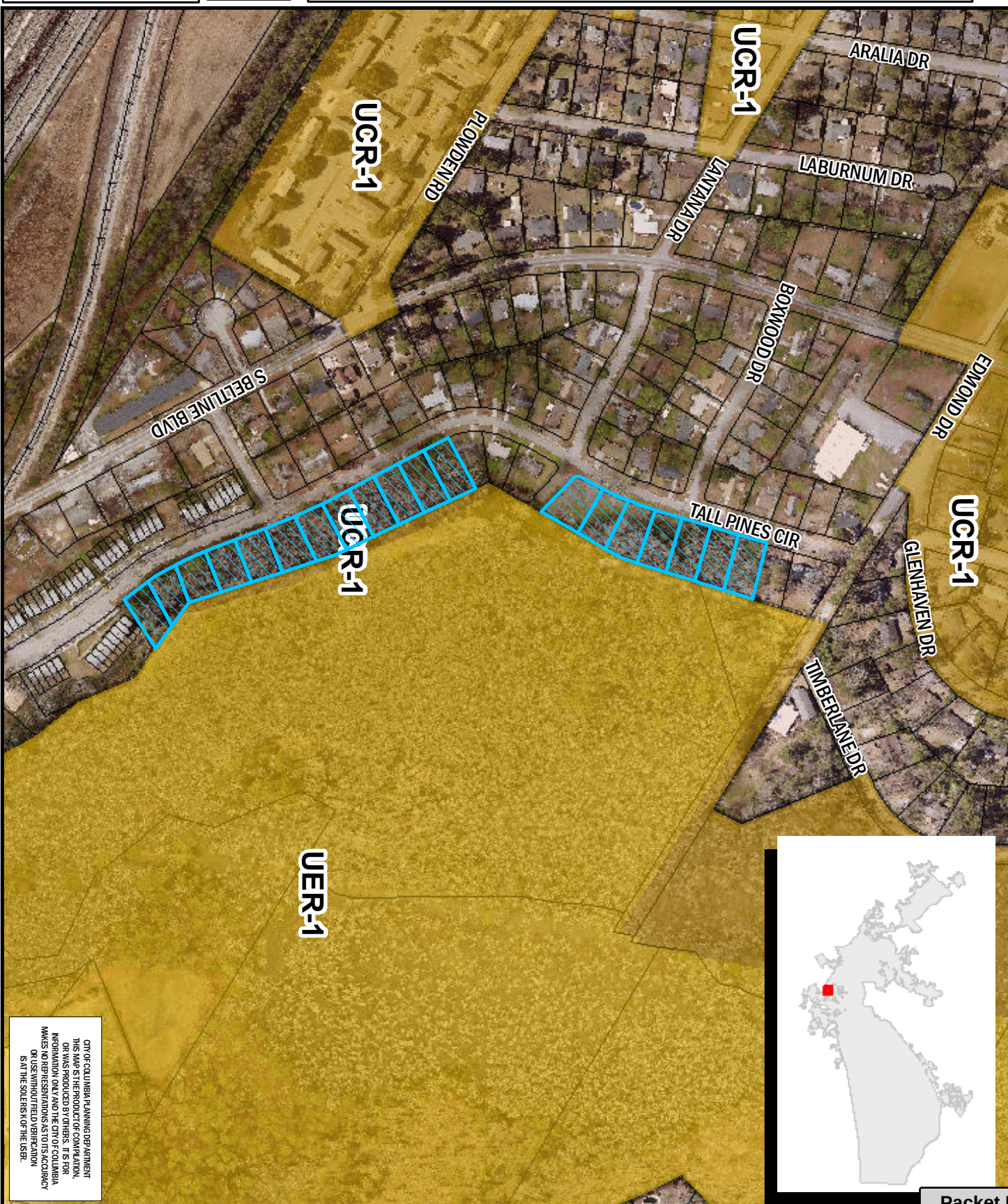
© 2017 Pictometry

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514, and 1518 Tall Pines Circle;
TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07
Existing FLU: Mixed Residential High Density; Proposed FLU: UCR-1

8.



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**** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

Zoning Map

Department of Planning & Development Services

1626, 1630, 1634, 1640, 1700, 1704, 1708, 1712, 1716, 1522, 1526, 1530, 1532, 1616, 1620, 1622, 1518, 1514, and 1518 Tall Pines Circle;
TMS# 13612-01-01, -02, -03, -04, -05, -06, -07, -08, -09, 13705-11-01, -02, -03, -04, -08, -09, -10, 13709-03-06, -07, -
Existing Zoning: RS-HD; Proposed Zoning: RS-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-L-S-E
RG-2	PUD-L-S
RG-3	PUD-L-S-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300
Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:

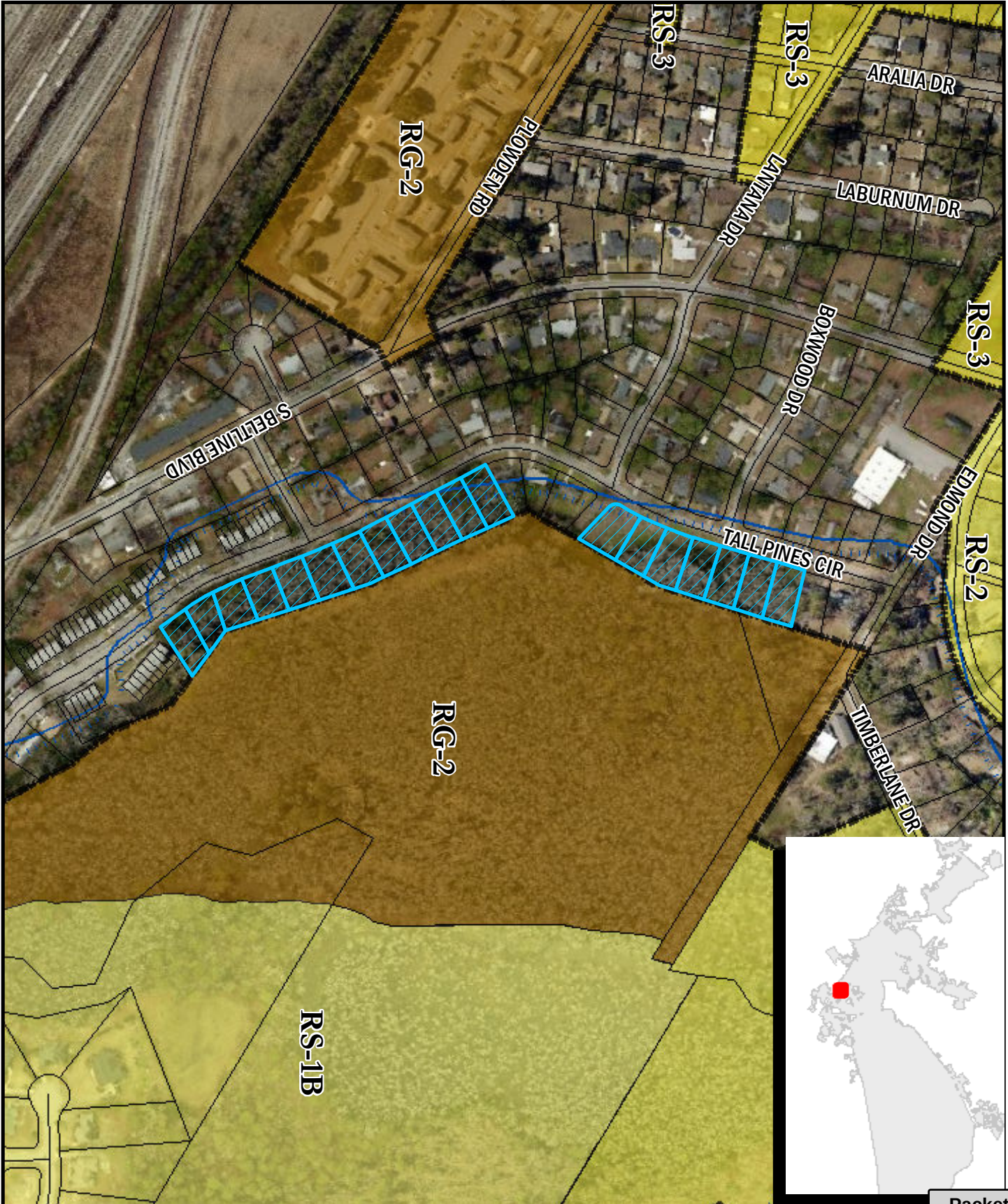
Shane Shaughnessy
July 17, 2017

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We Are Columbia



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels, or lots of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, together containing 4.3 acres, more or less, and shown and designated as lots 01, 02, 03, 04, 05, 06, 07, 08, and 09, block 01 of Richland County Tax Map 13612; lots 01, 02, 03, 04, 08, 09, and 10, block 11 of Richland County Tax Map 13705; and lots 06, 07, and 08, block 03 of Richland County Tax Map 13709. Said parcels having such boundaries and measurements as are shown on said tax maps.

Richland County TMS: 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08

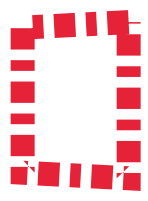
Property Address: 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1518 Tall Pines Circle

City of Columbia

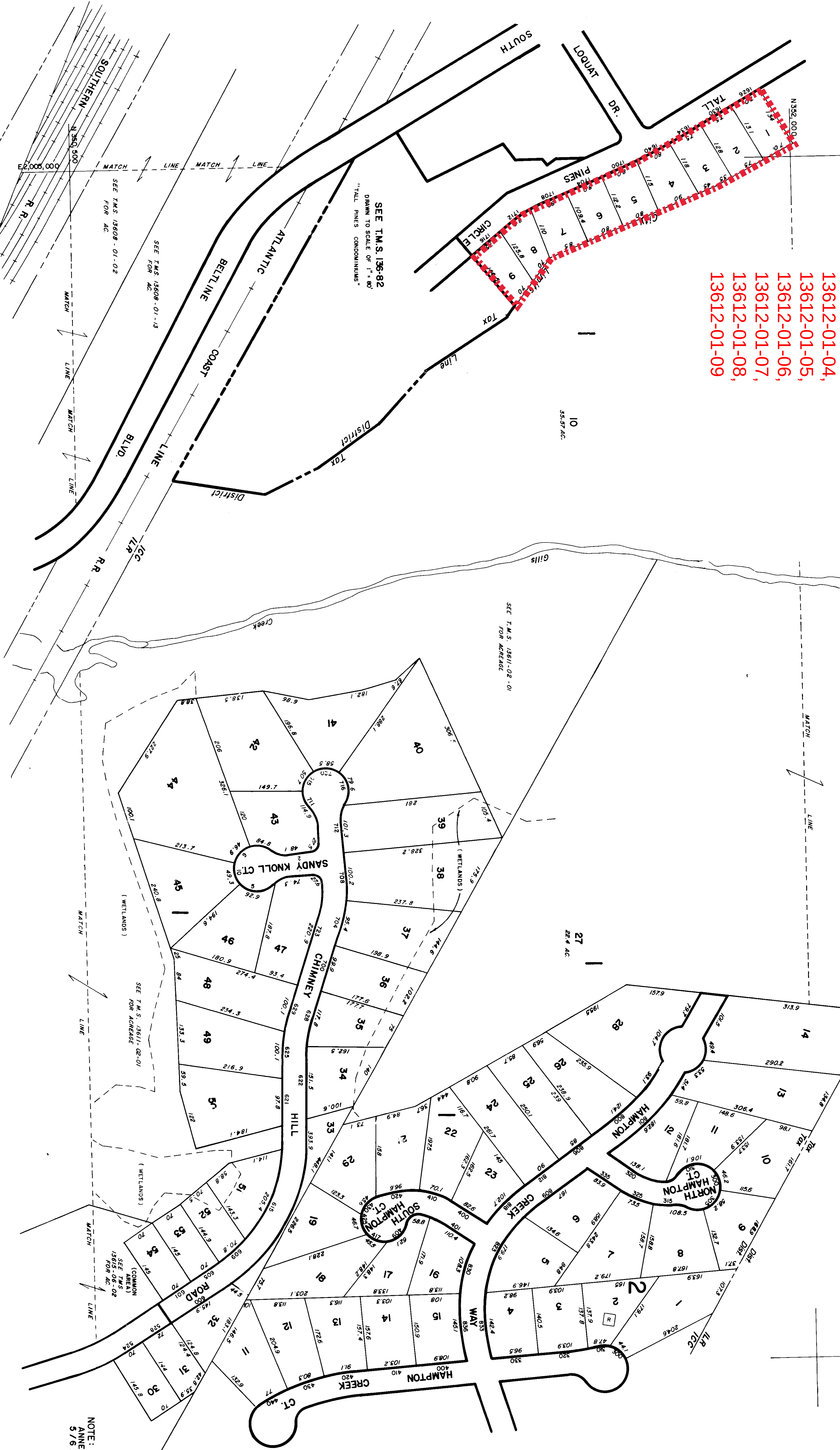
BY: 
 Teresa B. Wilson

Date: 9-11-2017

Its: City Manager



= Properties to be annexed; TMS#s:
13612-01-01,
13612-01-02,
13612-01-03,
13612-01-04,
13612-01-05,
13612-01-06,
13612-01-07,
13612-01-08,
13612-01-09



NOTE: BLK. 1 LOT 10
ANNEXED INTO CITY
5/8/92.

Prepared by
KUGERA ASSOCIATES
Professional Consultants
Master, Ohio

DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/88	12/05
	12/06
	12/01
	12/02
	12/03

PROPERTY LINE

RIGHT OF WAY

CITY LIMITS

SCHOOL DIST

RAILROAD

PUBLIC ROAD AND

BLACK DIVIDER

(B) (C)

LEGEND

BLK. NO.

LOT NO.

LOT MEASUREMENT

ACREAGE

ADDRESS

50

50

190.5

6.55 AC

1204

PROPERTY TAX MAP

RICHLAND COUNTY

SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE, THE BOARD OF COUNTY COMMISSIONERS, OR THE BOARD OF ZONING AND PLANNING, IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE RICHLAND COUNTY ASSESSOR'S OFFICE.

MAP KEY

137-05	137-09	137-13
136-08	136-12	136-16
136-07	136-11	136-15

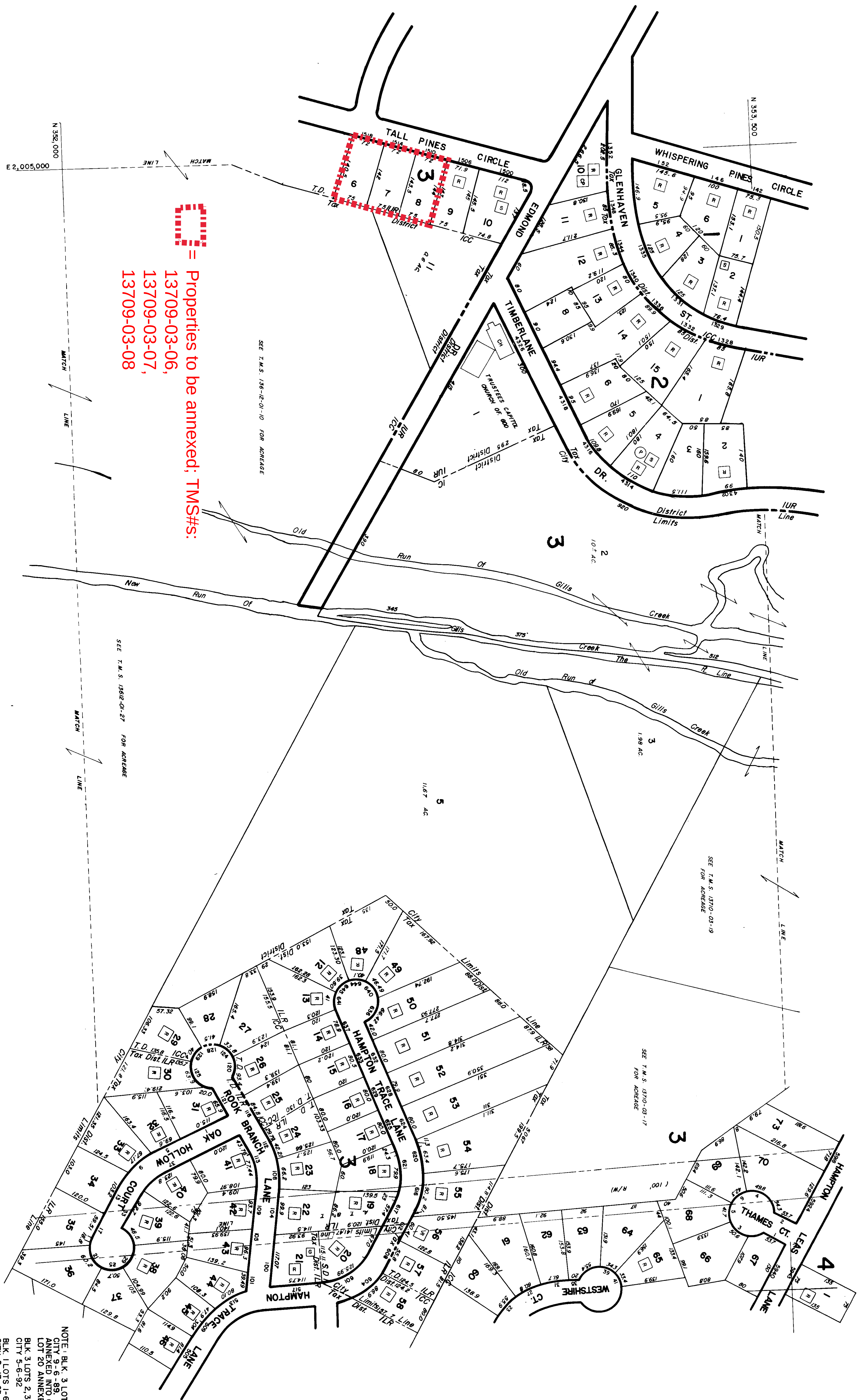
GRAPHIC SCALE

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

SCHOOL DISTRICT

PROPERTY MAP SHEET NO.

13612



Properties to be annexed; TMS#s:
13709-03-06,
13709-03-07,
13709-03-08

Prepared By
KUCERA ASSOCIATES
Map/Geometric Consultants
Mentor, Ohio

DATE FIELD/CHECKED DATE LAST REVISED
12/83 12/04
12/85 12/05
12/86 12/06
12/87 12/01
12/88 12/02
12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
HATCHING
ROCK SURVEY

LEGEND
BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS
FROM BUILDING

50
50
150.5
655 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ENGINEERING DEPARTMENT, ASSURES THE EXACTNESS OF THE INFORMATION SHOWN THEREON FOR THE PURPOSES INTENDED.

MAP KEY
137-06 137-10 137-14
137-05 137-09 137-13
136-08 136-12 136-16

GRAPHIC SCALE
0 100 200 300
1" = 100'

PROPERTY MAP
SHEET NO.
13709
SCHOOL DISTRICT
IUR,LR,ICC



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Zoning Map Amendment - 201 S. Assembly Street, TMS# 11301-15-03

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Council District: 2

Proposal: Request to rezone the parcel from M-1, -FP to C-2, -FP

Applicant: David A. Chase, Jr. and Stephen H. Chase, Jr.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

ATTACHMENTS:

- **#a:** ZMA_201S_Assembly (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 201 S. Assembly Street, TMS# 11301-15-03

Council District: 2

Proposal: Request to rezone the parcel from M-1, -FP to C-2, -FP

Applicant: David A. Chase, Jr. and Stephen H. Chase, Jr.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

City Council, 1st Reading: 10/03/2017

City Council, 2nd Reading: 10/17/2017

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.112 acres

Current Use: Retail

Proposed Use: Retail/Alteration and Tailoring Shop

Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Zoning: Light Industrial District, -Flood Protective Area (M-1, -FP)

Proposed Zoning: Neighborhood Commercial District, - Flood Protective Area (C-2, -FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently 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.

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 property is located within the study area for the *Capital City Mill District Area and Corridor Plan*, for which a final draft will be forthcoming shortly. A presentation of the draft Plan will be made to the public in August, with subsequent review by the Planning Commission prior to presentation to City Council for adoption.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District, -Flood Protective Area (M-1, -FP). The abutting properties in the City of Columbia are zoned Light Industrial District (M-1). The proposed zoning is Neighborhood Commercial District, -Flood Protective Area (C-2, -FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-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 that City Council approve the rezoning of the parcel to C-2, -FP.



Future Land Use Map

201 S. Assembly Street; TMS# 11 43.a
Existing City of Columbia FLU: UCAC-2

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

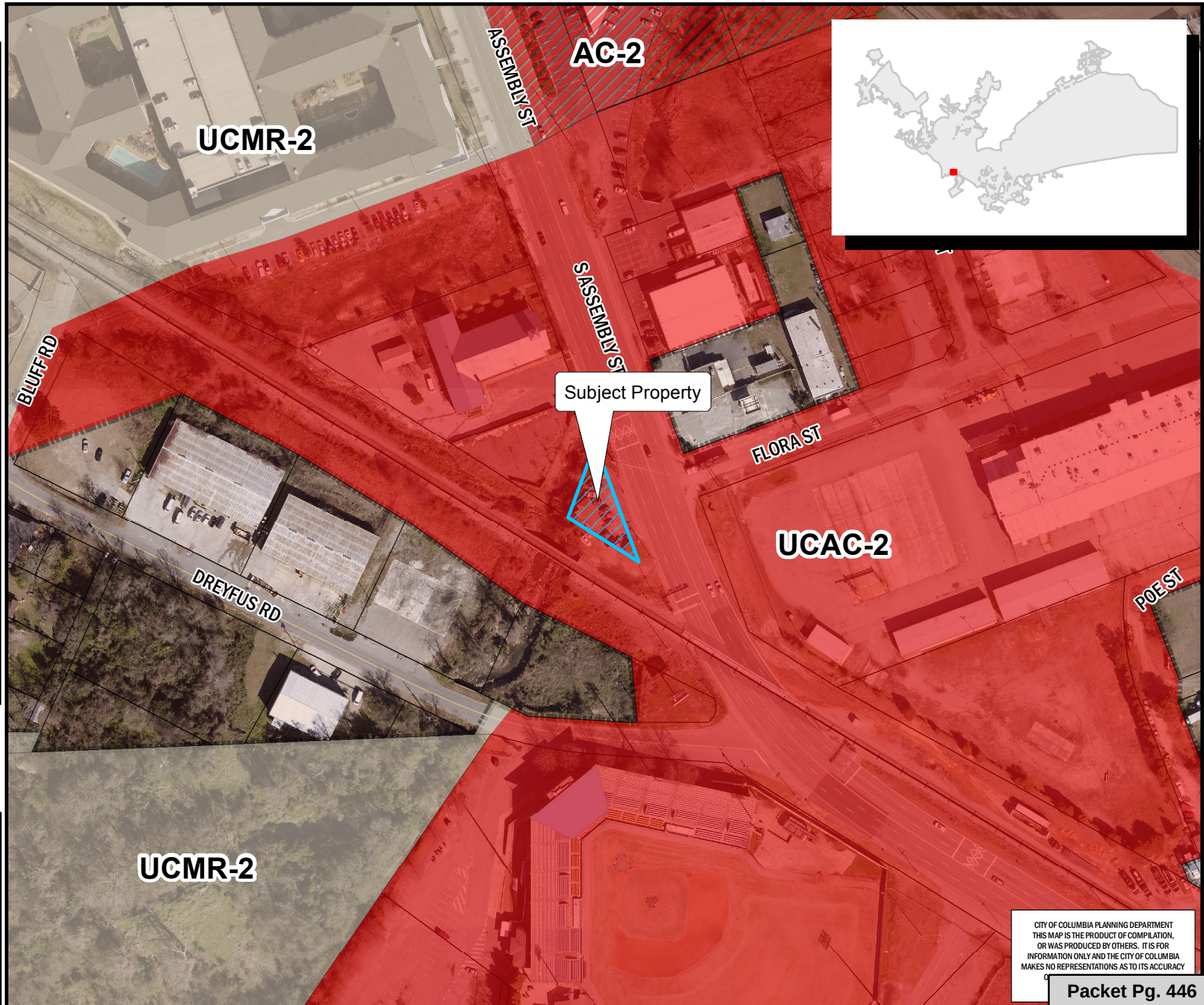


0 37.5 75 150
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
June 30, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 446

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

201 S. Assembly Street; TMS# 11301-15-03;
Existing Zoning: M-1, -FP; Proposed Zoning: C-2, -FP

43.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	

N

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 5, 2017

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.

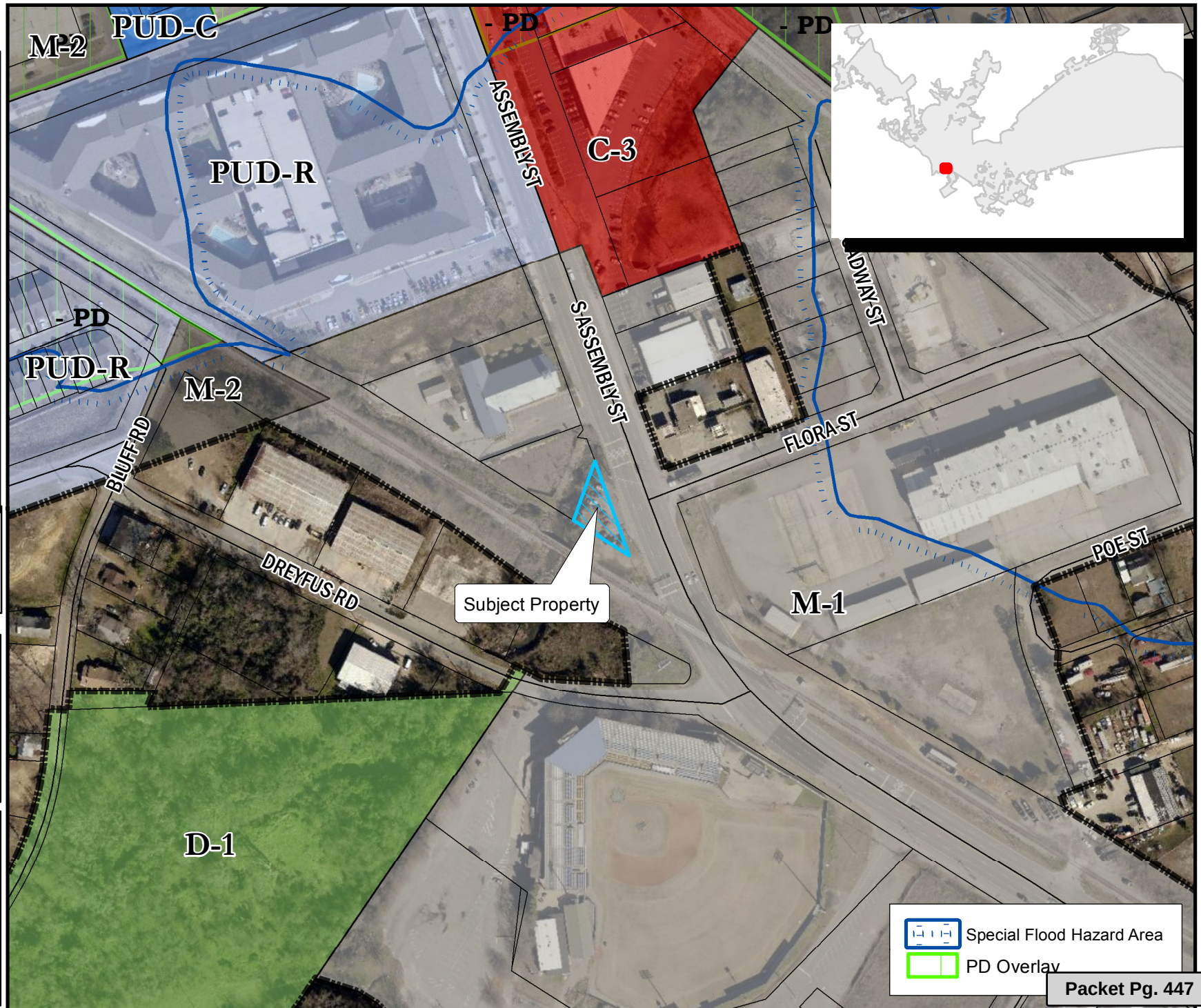


Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation 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
Barbershops

Table of Permitted Uses
M-1
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house

Table of Permitted Uses
C-2
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
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

Table of Permitted Uses
M-1
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor 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
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services

Table of Permitted Uses
C-2
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)
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

Table of Permitted Uses
M-1
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership

Table of Permitted Uses
C-2
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

Table of Permitted Uses
M-1
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional institutions

Table of Permitted Uses
C-2



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Comprehensive Plan Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-083 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017

Council District:2

Proposal:Assign land use classification of Urban Core Mixed Residential Type 2 (UCMR-2).The property is currently classified as Mixed Residential-High Density by Richland County.

Applicant:Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation:06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)

ATTACHMENTS:

- **#a:** CPLANConfirmFT-ANNEX-Bluff_Hamrick-OrchardPh32 (PDF)
- **#b:** 2017-083 add Bluff Road & Hamrick Street parcels to Comprehensive Plan (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

Comprehensive Plan Map Amendment Confirmation Case Summary 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16

Council District:	2	
Proposal:	Assign land use classification of Urban Core Mixed Residential Type 2 (UCMR-2). The property is currently classified as Mixed Residential-High Density by Richland County.	
Applicant:	Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	06/05/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (7-0)
Annexation, 1 st Reading:	06/20/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE
Annexation, 2 nd Reading	07/18/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE
Comp Plan Amendment: 1 st Reading: PH	10/03/17: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	10/17/17: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading: ZPH	10/03/17: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	10/17/17: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~2.308 acres

Current Use: Single-family residences

Proposed Use: Multifamily

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current Interim Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)

Proposed Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)

Current Interim Zoning: General Residential District (RG-2)

Proposed Zoning: General Residential District (RG-2)

Census Tract: 28

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the city limits and “islands” of unincorporated territory surrounded by the city. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Urban Core Mixed Residential Type 2 (UCMR-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Mixed Residential Type 2 neighborhoods are appropriate in the central City, inner ring areas and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for medium to large scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential Type 2 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use. Urban Core Mixed Residential Type 2 will usually transition from Urban Core Mixed Residential Type 1 to Urban Core Residential as development moves further from main arterials and activity centers.

Primary Types:

- Single-family Detached
- Single-family Attached
- Two-family
- Three-family

Secondary Types:

- Multi-family Small

Tertiary Types:

- Small Format Commercial
- Small Format Civic / Institutional
- Small Format Business / Employment (excl. Flex)

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is also located within the study area of the *Capital City Mill District Area & Corridor Plan*, for which a draft will be forthcoming shortly.

STAFF RECOMMENDATION

Staff recommends that City Council assign land use classification of UCMR-2 to the property.



Future Land Use Map

Department of Planning & Development Services



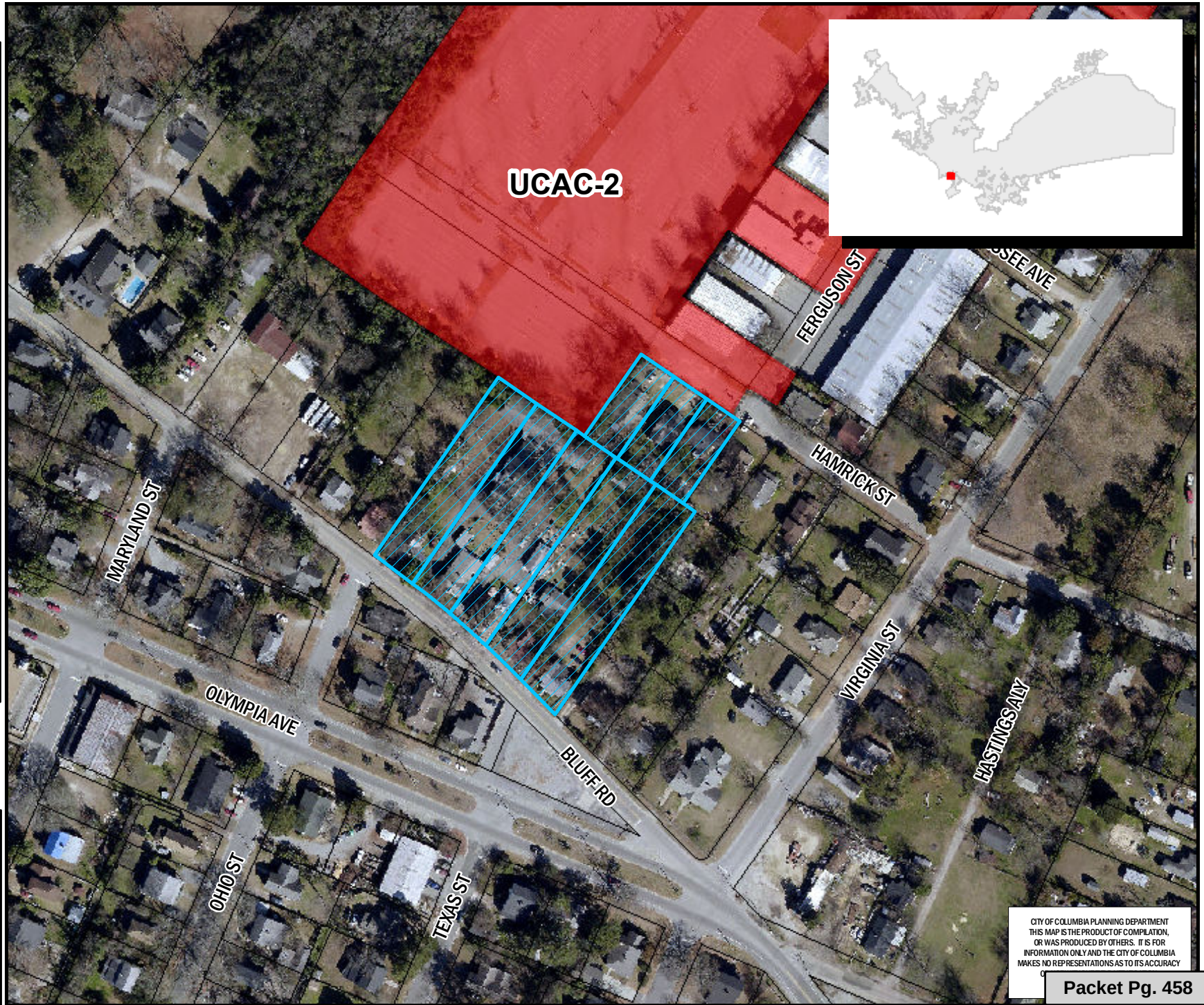
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 23, 2017



We Are Columbia

150, 152, 154, 154A, 156, 160 and 164 Bluff Road and 1003, 1007 and 1011 Ham
TMS# 11204-02-29, -28, -27, -26, -25, -14, -15 and -16;
Existing Interim FLU: UCMR-2; Proposed FLU: UCAC-2

44.a



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY

Packet Pg. 458

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2017-083

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017

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, 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 filed for petition between May 19 and May 22, 2017, 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 Core Mixed Residential Type 2 (UCMR-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 _____, 2017, that 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16, annexed into the City of Columbia by Ordinance No.: 2017-050 enacted on July 18, 2017, 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 2, Census Tract 28, contains 2.308 acres, and shall be assigned a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2).

Requested by:

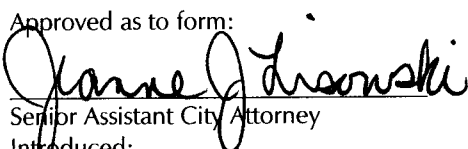
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Future Land Use Map

Department of Planning & Development Services

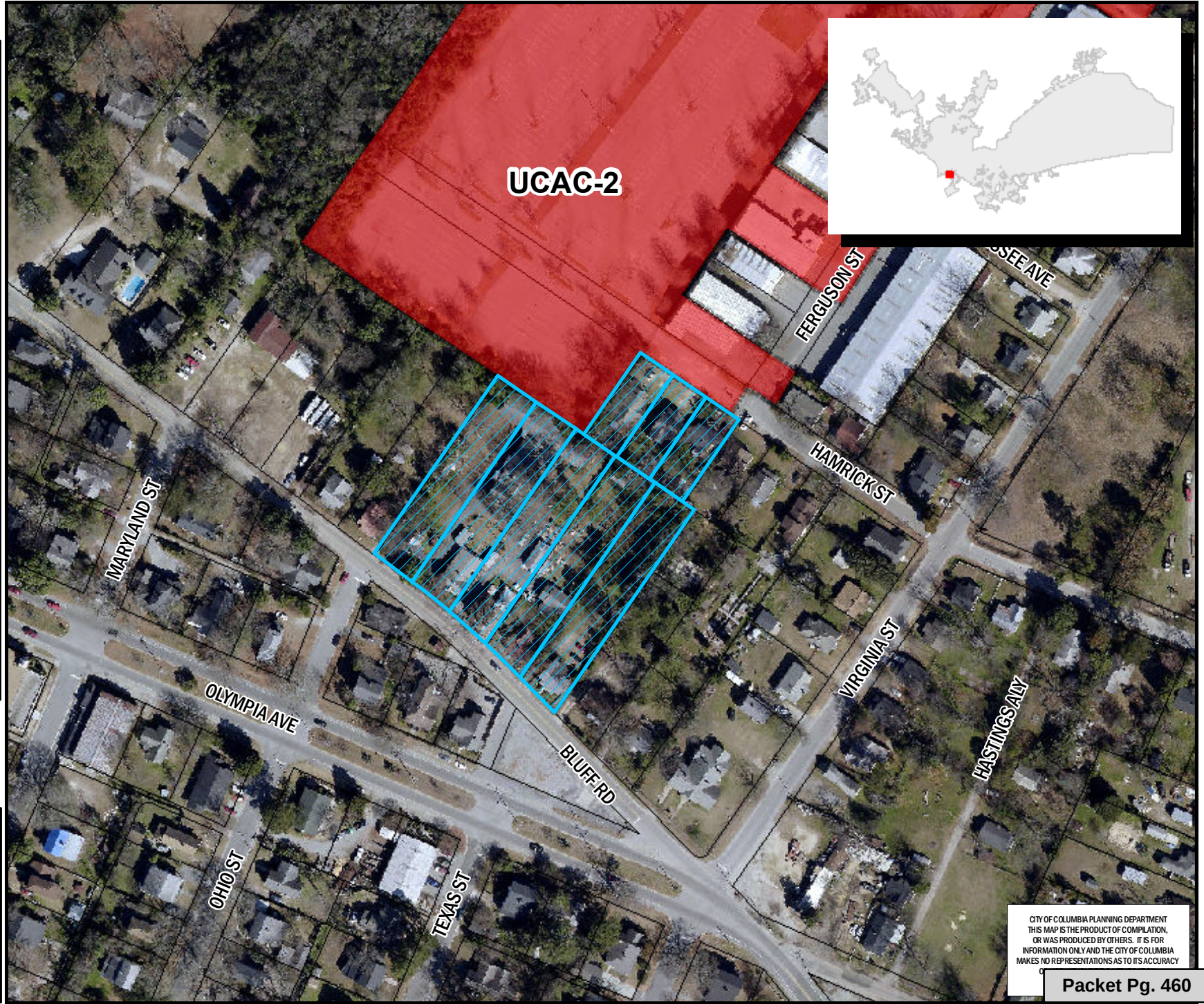


ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 23, 2017



150, 152, 154, 154A, 156, 160 and 164 Bluff Road and 1003, 1007 and 1011 Ham
TMS# 11204-02-29, -28, -27, -26, -25, -14, -15 and -16;
Existing Richland FLU: Mixed Residential-High Density; Proposed FLU: UCMR-2

44.b



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Packet Pg. 460

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Zoning Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Council District:2

Proposal:Assign zoning of General Residential District (RG-2). The property currently has interim zoning of General Residential District (RG-2)

Applicant:Orchard Columbia III, LLC / Julius Kirkland, Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation:Annex, Assign Interim Land Use and Interim Zoning, 06/05/2017; Approve (7-0)

ATTACHMENTS:

- **#a:** ZMAConfirmFT-ANNEX-Bluff_Hamrick-OrchardPh3 (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

Zoning Map Amendment Confirmation Case Summary **150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road,** **156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick** **Street, and 1011 Hamrick Street;** **TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14,** **11204-02-15, and 11204-02-16**

Council District:	2	
Proposal:	Assign zoning of General Residential District (RG-2). The property currently has interim zoning of General Residential District (RG-2)	
Applicant:	Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	06/05/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (7-0)
Annexation, 1 st Reading:	06/20/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE
Annexation, 2 nd Reading	07/18/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE
Comp Plan Amendment: 1 st Reading: PH	10/03/17: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	10/17/17: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading: ZPH	10/03/17: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	10/17/17: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~2.308 acres
Current Use: Single-family residences
Proposed Use: Multifamily
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Interim Land Use: Urban Core Mixed Residential Type 2 (UCMR-2)
Proposed Land Use Classification: Urban Core Mixed Residential Type 2 (UCMR-2)
Current Interim Zoning: General Residential District (RG-2)
Proposed Zoning: General Residential District (RG-2)
Census Tract: 28

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Residential Multifamily High Density (RG-2) by Richland County, and surrounding parcels are currently zoned RM-HD to the East and West and NC to the South by Richland County. Surrounding parcels within the City of Columbia are zoned Light Industrial District (M-1) to the North.

The proposed City of Columbia zoning district is General Residential District (RG-2).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends that City assign zoning of RG-2 to the property.



Future Land Use Map

Department of Planning & Development Services



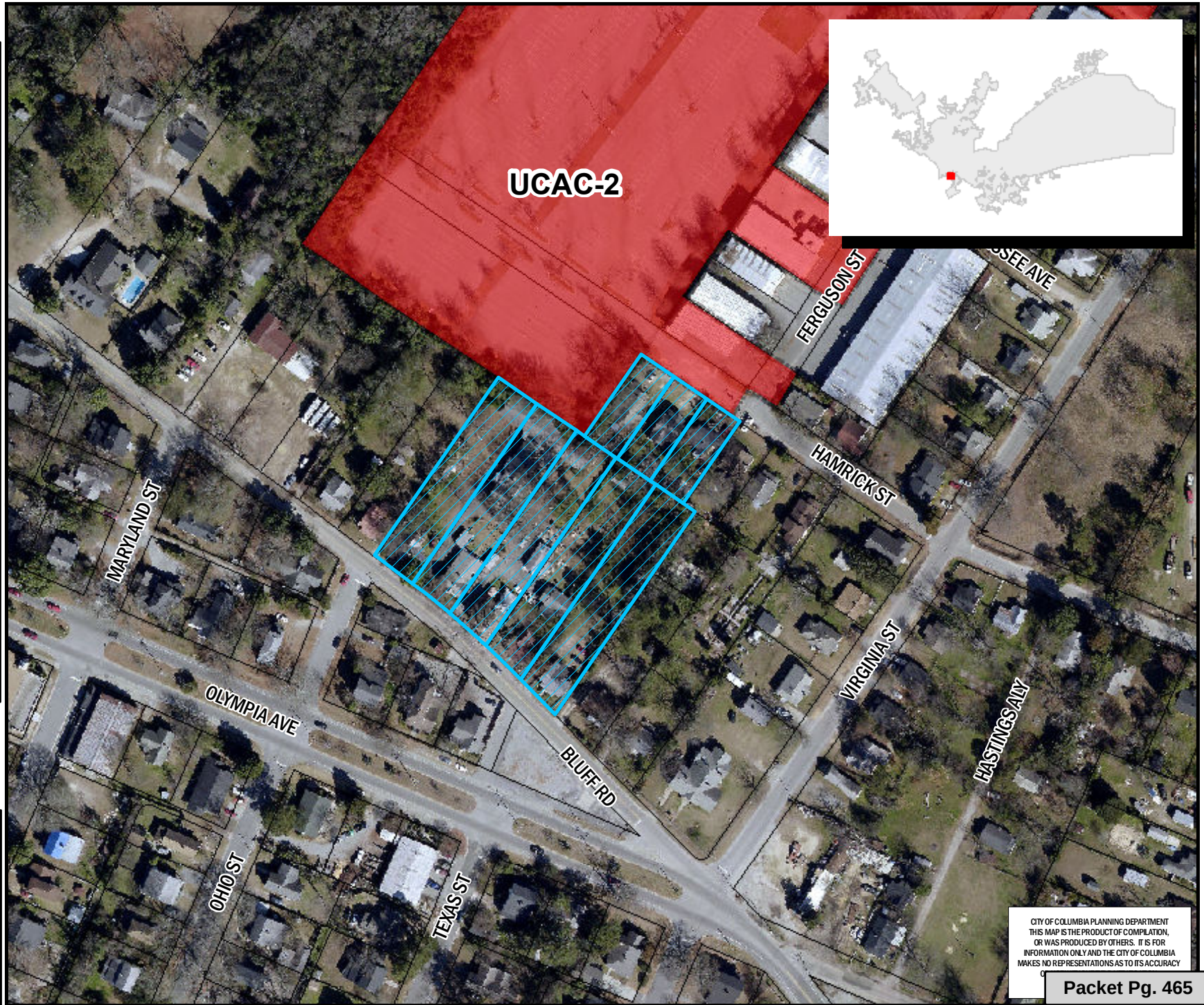
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 23, 2017



We Are Columbia

150, 152, 154, 154A, 156, 160 and 164 Bluff Road and 1003, 1007 and 1011 Ham
TMS# 11204-02-29, -28, -27, -26, -25, -14, -15 and -16;
Existing Interim FLU: UCMR-2; Proposed FLU: UCAC-2

45.a



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Packet Pg. 465

** 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	



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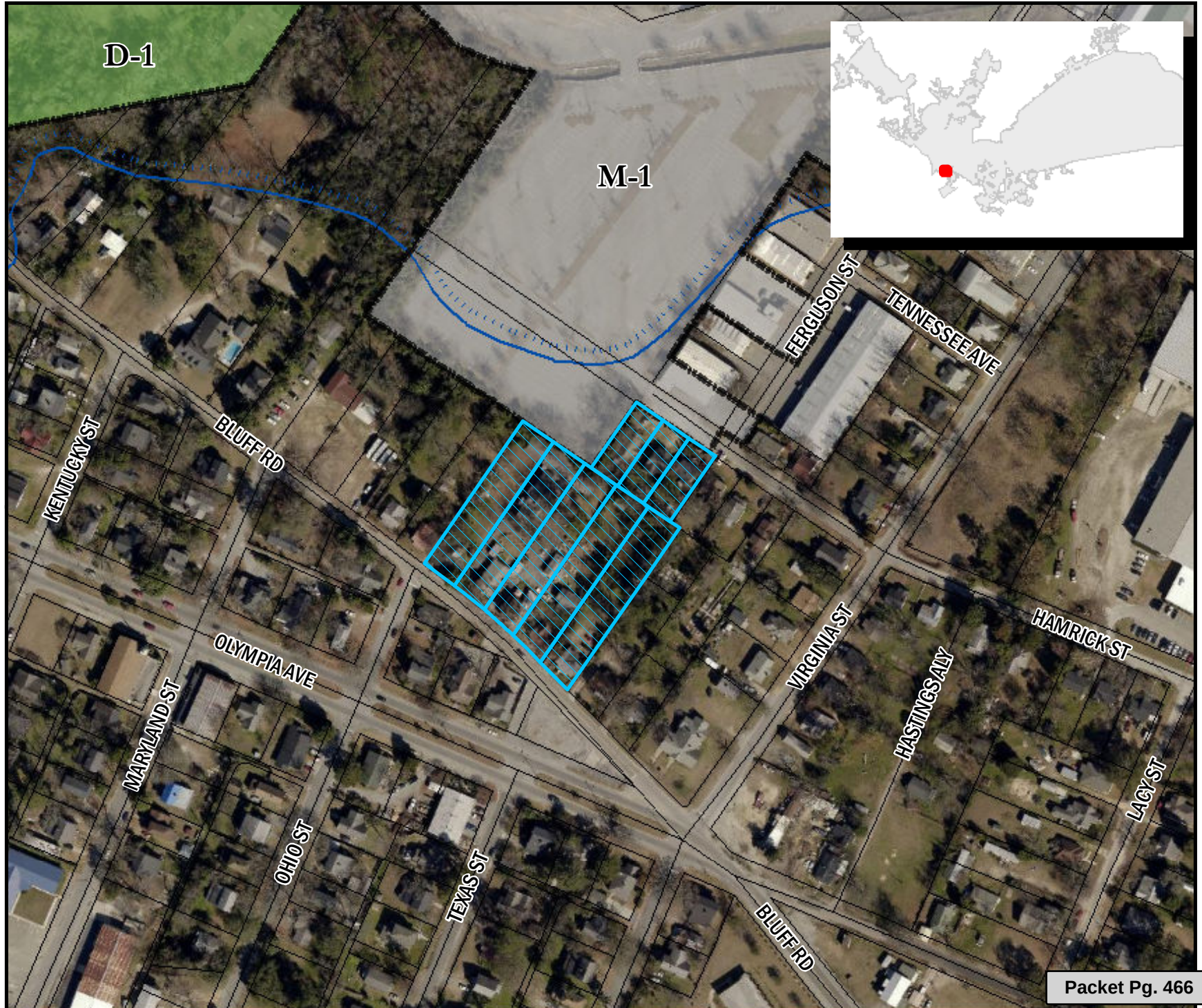
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 23, 2017

DISCLAIMER:
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150, 152, 154, 154A, 156, 160 and 164 Bluff Road and 1003, 1007 and 1011 Hamrick Street.
TMS# 11204-02-29, -28, -27, -26, -25, -14, -15 and -16;
Existing Interim Zoning: RG-2; Proposed Zoning: RG-2

45.a





We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Comprehensive Plan Future Land Use Map Amendment - 17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-30

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-071 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30

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 SD-2 to AC-1.

Applicant:City of Columbia Planning & Development Services

Staff Recommendation:Approval

PC Recommendation:07/10/2017; Approval (9-0)

ATTACHMENTS:

- **#a:** PH_Case Summary_CP_Broad River & St. Andrews (PDF)
- **#b:** 2017-071 add 17.94 ac WS Broad River and 1435 St Andrews to Comprehensive Plan (PDF)



CITY COUNCIL

October 3, 2017 at 6:00 pm

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

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

**17.94 acres W/S Broad River Road and 1435 St. Andrews Road;
TMS# 06113-02-40 and 06113-02-30**

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 SD-2 to AC-1.
Applicant:	City of Columbia Planning & Development Services
Staff Recommendation:	Approval
PC Recommendation:	07/10/2017; Approval (9-0)
City Council, 1 st Reading:	10/03/2017; Pending
City Council, 2 nd Reading:	10/17/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.45 acres

Current Use: Vacant

Proposed Use: Vacant (no change)

Current Land Use Classification: Civic/Institutional District (SD-2)

Current Zoning: General Commercial District (C-3) and General Residential District (RG-2)

Proposed Land Use Classification: Neighborhood Activity Corridor (AC-1)

Census Tract: 104.07 & 104.08

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is designated Civic/Institutional District (SD-2) in The Columbia Plan 2018 Future Land Use Map.

Civic/Institutional Districts cover a range of uses including government offices, schools, hospitals, and churches. These districts can be small areas comprised of one or two buildings or can be large campuses comprised of multiple structures such as the South Carolina State House and adjacent buildings. These districts may or may not contain support services, depending on the size, scale, and nature of the district.

Staff recommends that the subject property be designated Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map.

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a one-mile drive or a 15 minute walk and typically consist of a limited collection of commercial and service uses.

Civic/Institutional District (SD-2):

Primary Types:

- Small to Large Format Civic/Institutional
- Small to Medium Flex

Secondary Types:

- Multi-family Institutional
- Small to Large Business/Employment
- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Neighborhood Activity Corridor (AC-1):

Primary Types

- Small Format Business/Employment (excl. Flex)
- Small Multi-family Mixed-use

Secondary Types

- Civic/Institutional
- Multi-family Small and Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located in an area covered by the Broad River Road Corridor and Community Master Plan 2010), and is located specifically within the Piney Grove/St. Andrews East area, and the St. Andrews East Neighborhood Sub-Area as identified by the Plan. The Plan as a whole recommends a transit-oriented development approach for the study area, noting areas for potential redevelopment and catalyst projects. The Plan proposes land use characteristic districts of Corridor Mixed-Use District and Transition Mixed-Use District for the property. The Corridor Mixed-Use District generally coincides with “redevelopment nodes” and is envisioned to be redeveloped with high-density, five to six story mixed use development patterns supported with a strong array of civic facilities and amenities that are anticipated to serve a regional population. The Transition Mixed-Use District is envisioned to be redeveloped with mid-rise buildings between 2-4 stories in height, to include a diverse stock of attached housing units and neighborhood commercial uses. This property is located within a ¼ - ½ mile walking distance of the St. Andrews Neighborhood Node, but is not identified as a location for a proposed catalyst project. “The Plan anticipates that the Neighborhood Activity Center will accommodate a broad spectrum of education and community facilities to transform the St. Andrews node into a community gathering space from its existing perception as a magnet for undesirable social activities” (pg. 40).

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for the property from SD-2 to AC-1.



Future Land Use Map

17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-41
Existing Richland FLU: SD-2; Proposed FLU: AC-1

46.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
UEAC-2 - Urban Edge Regional Activity Center
UEAC-3 - Urban Core 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



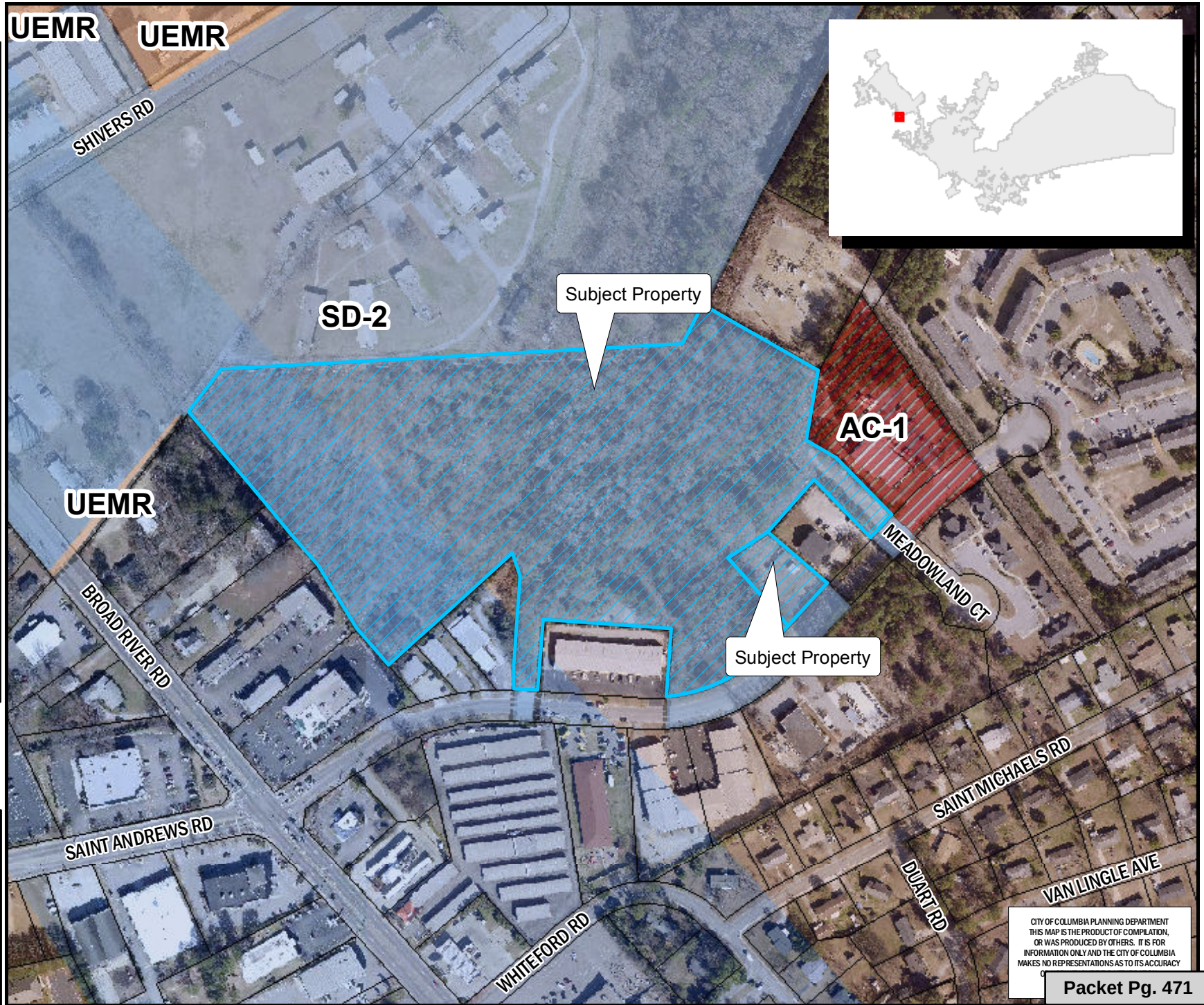
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 20, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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Packet Pg. 471

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

17.94 acres W/S Broad River Road and 1435 St. Andrews Rd
TMS# 06113-02-40 and 06113-02-30; Existing Zoning: C-3 and RG-2

46.a

Legend

CITY LIMITS
 PARCELS

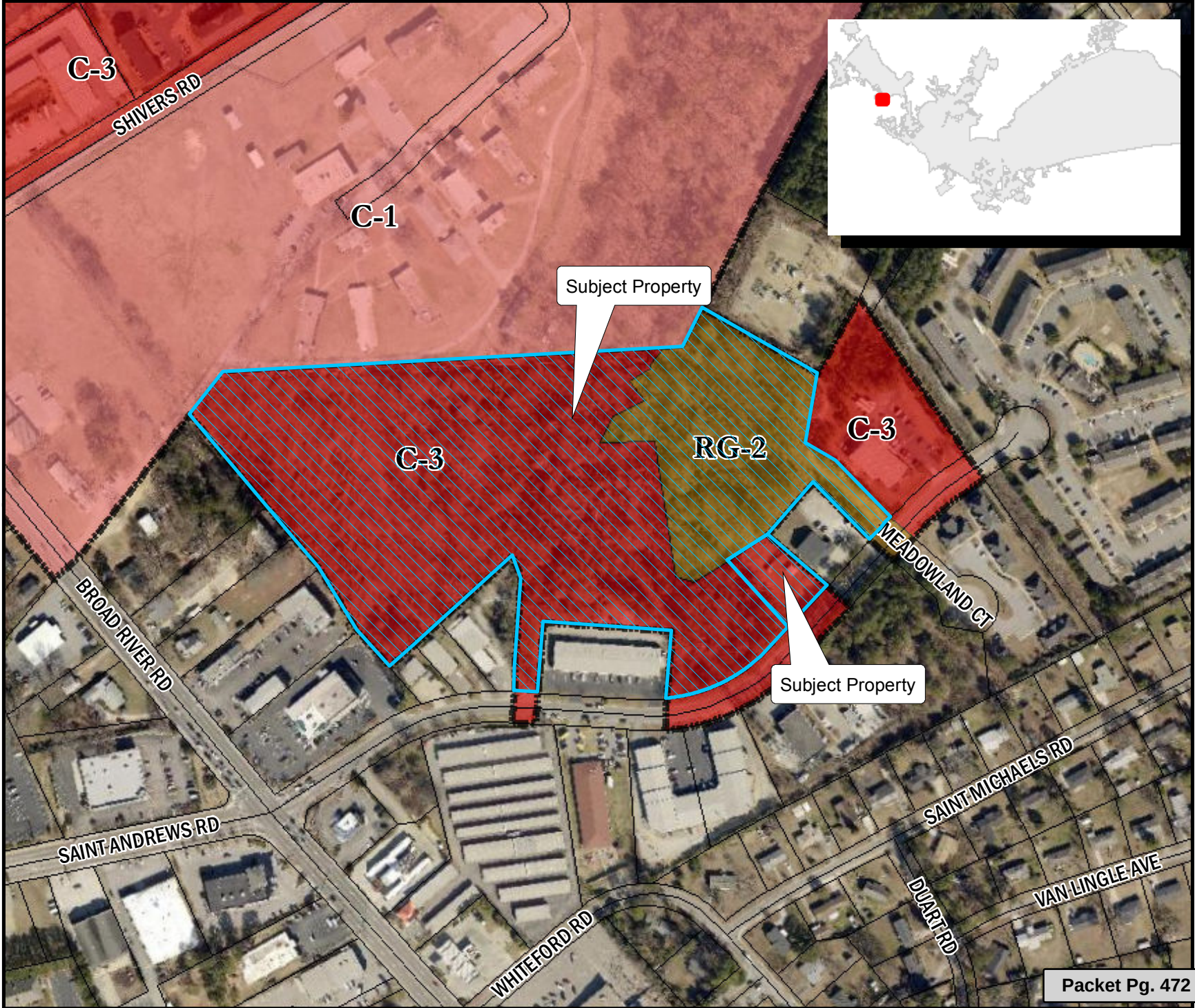
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 20, 2017

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2017-071

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres
W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30*

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, 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS #06113-02-40 and 06113-02-30 were included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and were assigned the designated future land use classification of Civic/Institutional District (SD-2), while the future land use classification of Neighborhood Activity Corridor (AC-1) 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 _____, 2017, that the designated land use for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS #06113-02-40 and 06113-02-30 were identified as Civic/Institutional District (SD-2) 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 Tracts 104.07 and 104.08, contains 18.45 acres, and the land use classification shall be amended to Neighborhood Activity Corridor (AC-1).

Requested by:

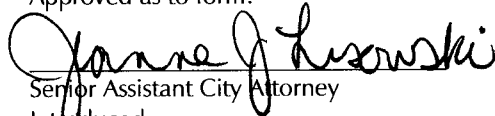
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

Future Land Use Map

Department of Planning & Development Services



CITY OF COLUMBIA, S.C.
We Are Columbia

ORIGINAL PREPARATION DATE:
This map was prepared by:
Shane Shaughnessy
June 20, 2017

Legend

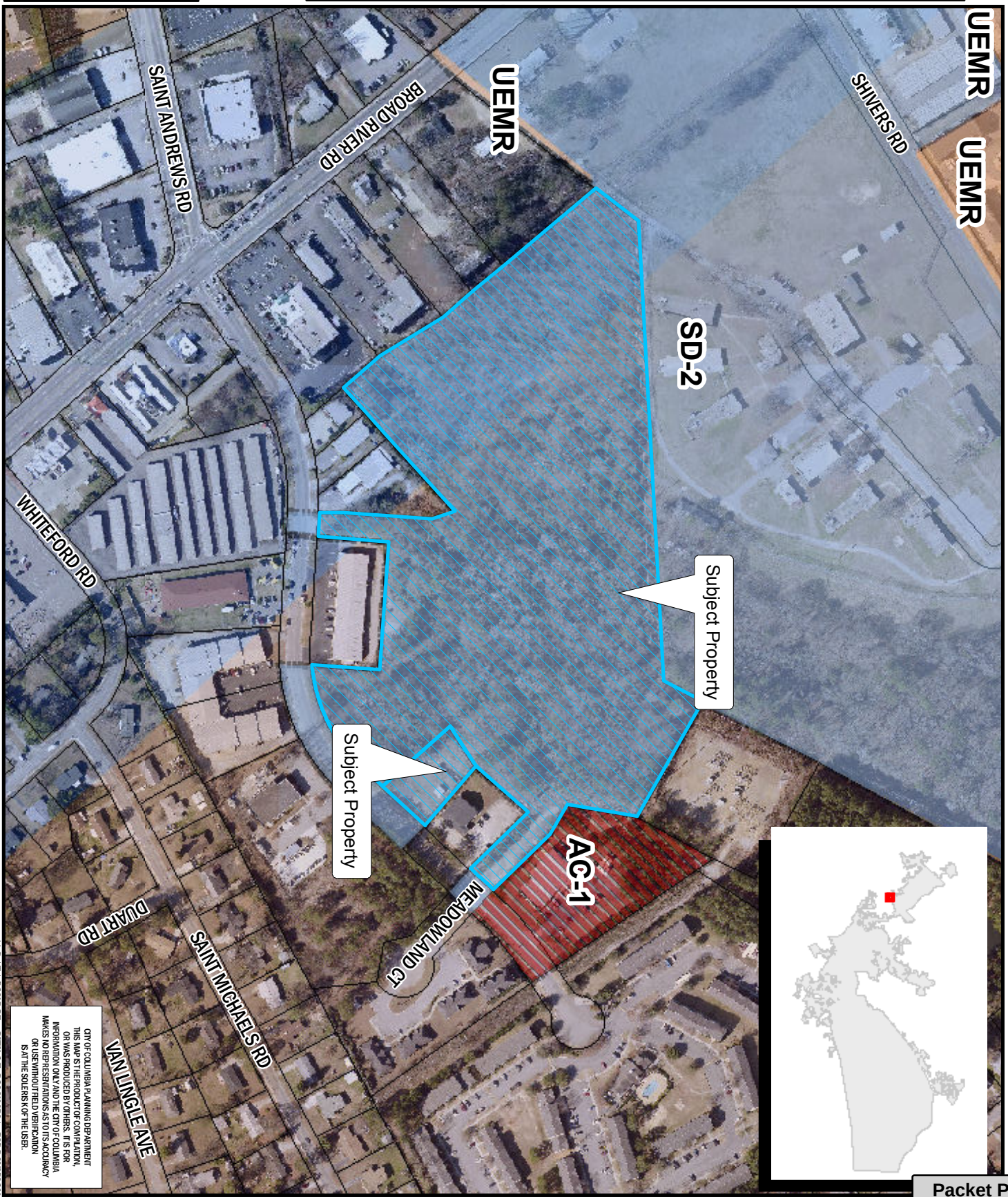
 CITY LIMITS

 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
	UEAC-2 - Urban Edge Regional Activity Center
	AC-1 - Neighborhood Activity Center
	AC-2 - Community Activity Center
	AC-3 - Regional Activity Center
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	SP-3 - Central Business District
	SP-4 - Riverbanks Zoo and Garden
	SP-5 - Universities / Colleges
	SP-6 - Fort Jackson



 0 75 150 300 Feet



17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02- Existing Richland FLU: SD-2; Proposed FLU: AC-1

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We Are Columbia

MEETING DATE: October 3, 2017

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amendment to Plan Columbia: Land Use Plan

PRESENTER: Krista Hampton

FINANCIAL IMPACT: Ordinance No.: 2017-078 - Amending the text of Plan Columbia: Land Use Plan specific to the Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification

City Council District:1, 2, 3, 4

Proposal:Request adoption of an amendment to Plan Columbia: Land Use Plan text specific to the Urban Edge Regional Activity Center (UEAC-2) future land use classification.

Applicant:City of Columbia

Staff Recommendation:Approval

PC Recommendation:08/07/2017; Approval (7-0)

ATTACHMENTS:

- **#a:** PH Case Summary - CPLAN - UEAC-2 Text Amendment (PDF)
- **#b:** 2017-078 amend text of Plan Columbia (UEAC-2) (PDF)



CITY COUNCIL

October 3, 2017 at 6:00pm

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

Amendment to Plan Columbia: Land Use Plan

City Council District:	1, 2, 3, 4
Proposal:	Request adoption of an amendment to Plan Columbia: Land Use Plan text specific to the Urban Edge Regional Activity Center (UEAC-2) future land use classification.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	08/07/2017; Approval (7-0)
City Council, 1 st Reading:	10/03/2017; Pending
City Council, 2 nd Reading:	10/17/2017; Pending

SUMMARY

Reason for Amendment:

The current language for the Urban Edge Regional Activity Center (UEAC-2) references Neighborhood Activity Corridor (AC-1), a separate future land use classification. Language was developed for UEAC-2 classification as a part of the planning process, however it was inadvertently swapped out with the incorrect language prior to Plan adoption.

Existing Language

[Urban Edge] Regional Activity Center (UEAC-2)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 1-mile drive or a 15 minute walk and typically consist of a limited collection of commercial and service uses.

- Streets are minor arterial roads carrying high traffic volumes.
- Blocks are not the base component for this development type.
- Lots are about the same size as surrounding residential lots in the immediate vicinity. Floor area ratios are usually in the range of 0.2-0.25 for these corridors.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically 1-2 stories.
- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards. Neighborhood parks may also be included in neighborhood activity corridors.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk or setback with a front lawn. In new or redevelopment projects, setting the buildings close to the street is preferred

with side or rear lots. Access to businesses should be provided from the sidewalk. Tenant spaces may be freestanding structures or in attached buildings.

- Designated off-street parking areas are typically located to the side or rear of each building and are very limited because of small lot sizes. Corridors may also have on-street parking.
- These corridors are often located along transit routes and sidewalks and bike lanes are encouraged to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians and motorists and accessibility for all businesses.

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-Family Attached
- Cemeteries & Mausoleums
- Parking Lots

Proposed Language:

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the city, typically up to a 20 mile radius or drive distance. These activity centers are found in the outer areas of the city (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

- Internal Street networks may be laid out in a grid to create various block sizes and shapes but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are standalone, single-use or are organized in a shopping center configuration.
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- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into community or regional activity corridors. Developments will range in size and intensity.
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- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation as well as street connectivity are all preferred methods of connecting developments of different types rather than “buffering” them from one another.

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise)
- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-Family Attached
- Cemeteries & Mausoleums
- Parking Lots

STAFF RECOMMENDATION

Staff recommends City Council adopt the above amendment to the text of the Plan Columbia: Land Use Plan, Urban Edge Regional Activity Center (UEAC-2). The Plan Columbia: Land Use Plan has been adopted as an element of to the City of Columbia's Comprehensive Plan.

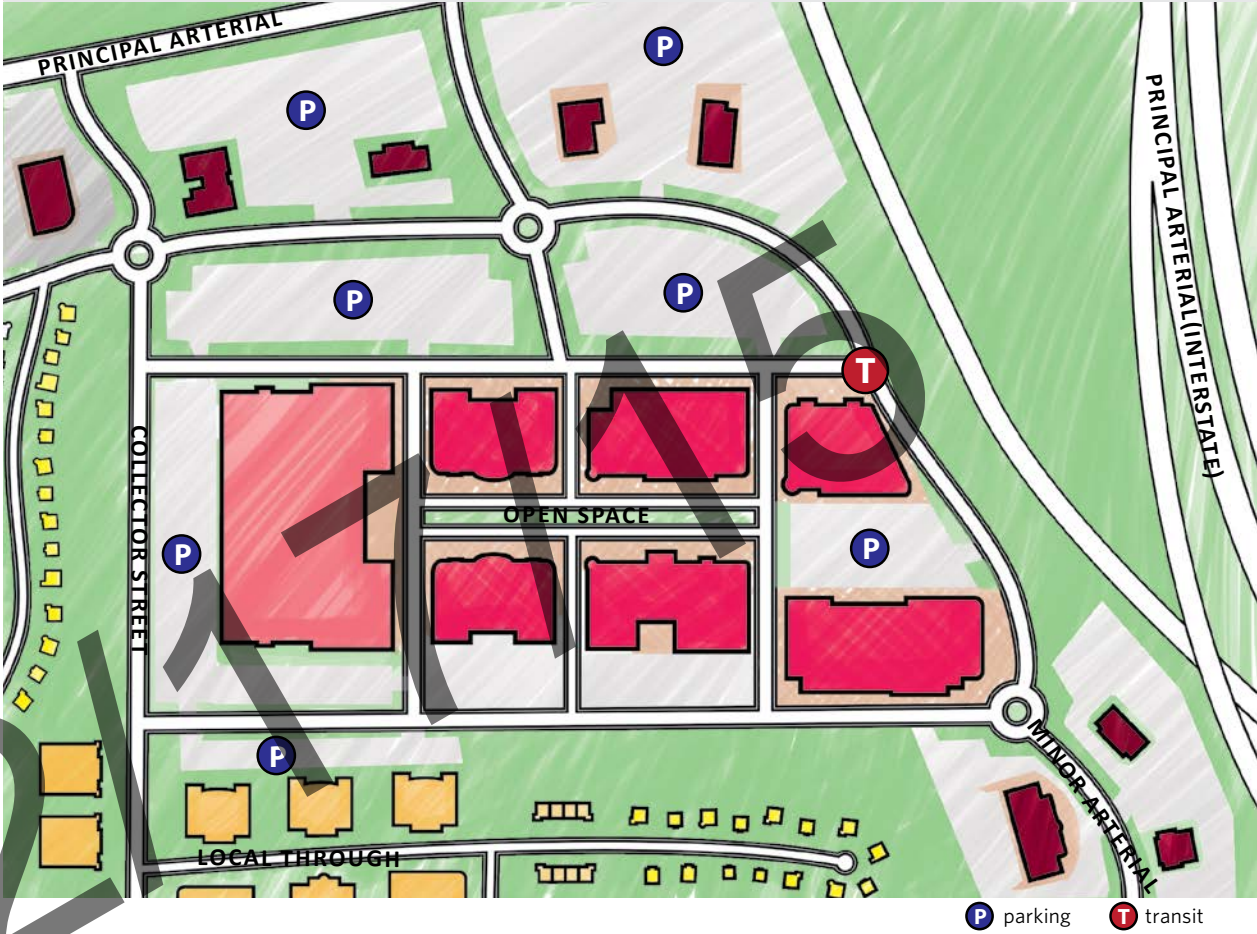
[Urban Edge] Regional Activity Center (UEAC-2)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 1-mile drive or a 15 minute walk and typically consist of a limited collection of commercial and service uses.

- Streets are minor arterial roads carrying high traffic volumes.
- Blocks are not the base component for this development type.
- Lots are about the same size as surrounding residential lots in the immediate vicinity. Floor area ratios are usually in the range of 0.2-0.25 for these corridors.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically 1-2 stories.
- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards. Neighborhood parks may also be included in neighborhood activity corridors.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk or setback with a front lawn. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Tenant spaces may be freestanding structures or in attached buildings.
- Designated off-street parking areas are typically located to the side or rear of each building and are very limited because of small lot sizes. Corridors may also have on-street parking.
- These corridors are often located along transit routes and sidewalks and bike lanes are encouraged to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians and motorists and accessibility for all businesses.

[See matrix for appropriate parks/open space types.](#)

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BUILDING TYPES/LAND USES

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

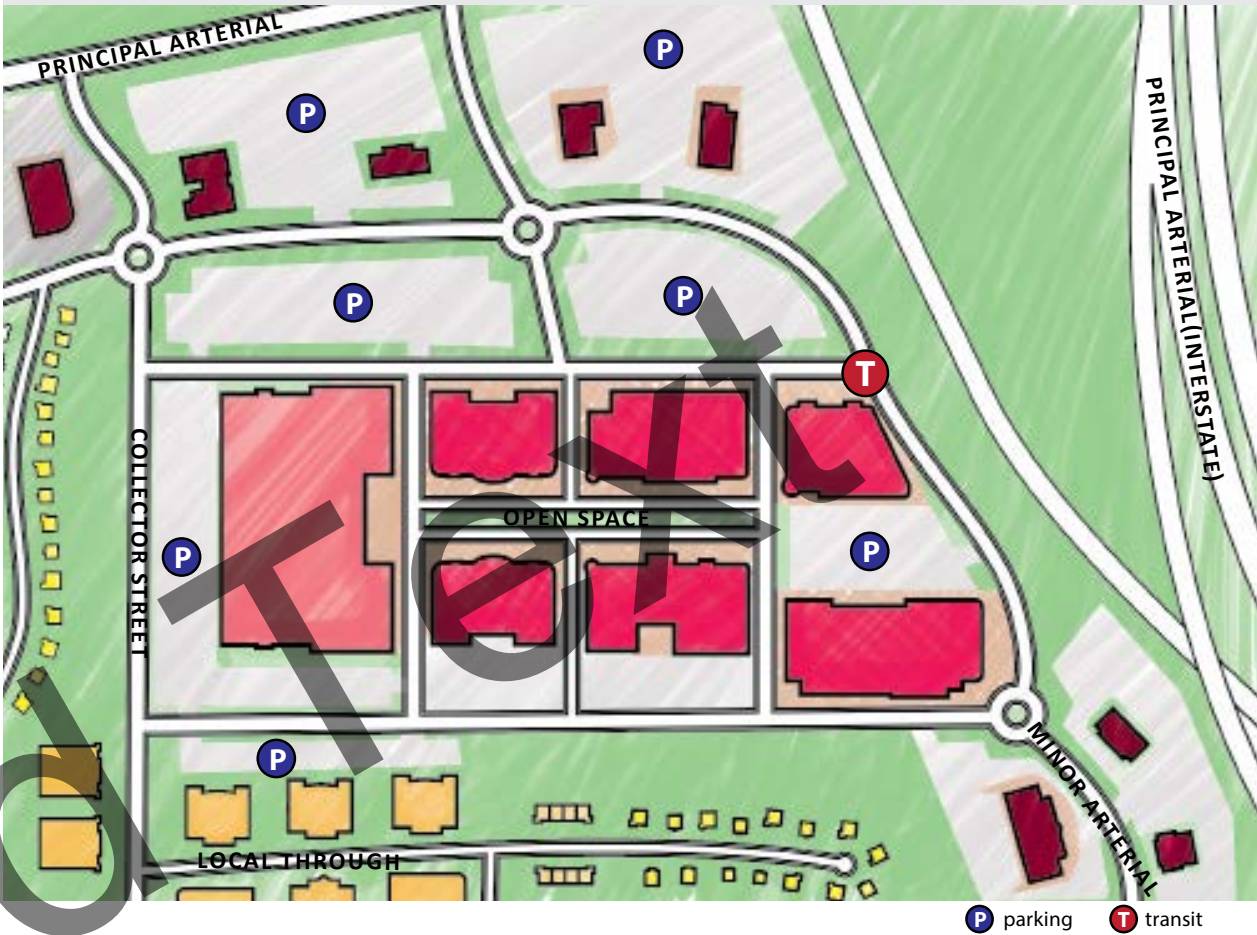


[Urban Edge] Regional Activity Center (UEAC-2)

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ORDINANCE NO.: 2017-078

*Amending the text of Plan Columbia: Land Use Plan specific to the
Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification*

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 S.C. Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together", along with all the maps and policies contained therein; and,

WHEREAS, the current language for the Urban Edge Regional Activity Center (UEAC-2) references Neighborhood Activity Center (AC-1), which is a separate future land use classification and language was developed for the UEAC-2 future land use classification as a part of the planning process, however the incorrect language was inadvertently included in the Plan prior to Plan adoption; and

WHEREAS, the City of Columbia Planning Commission has reviewed a recommendation by staff that the language for the UEAC-2 future land use classification be amended to reflect its original intent;

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 _____, 2017, that the proposed amendment to the text of the *Plan Columbia: Future Land Use Plan*, a copy of which is attached hereto, is hereby adopted as an amendment to *The Columbia Plan 2018* and is effective as of final reading of this ordinance.

Requested by:

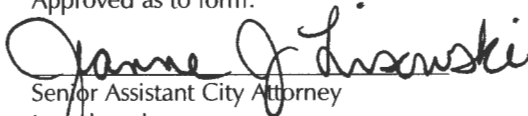
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

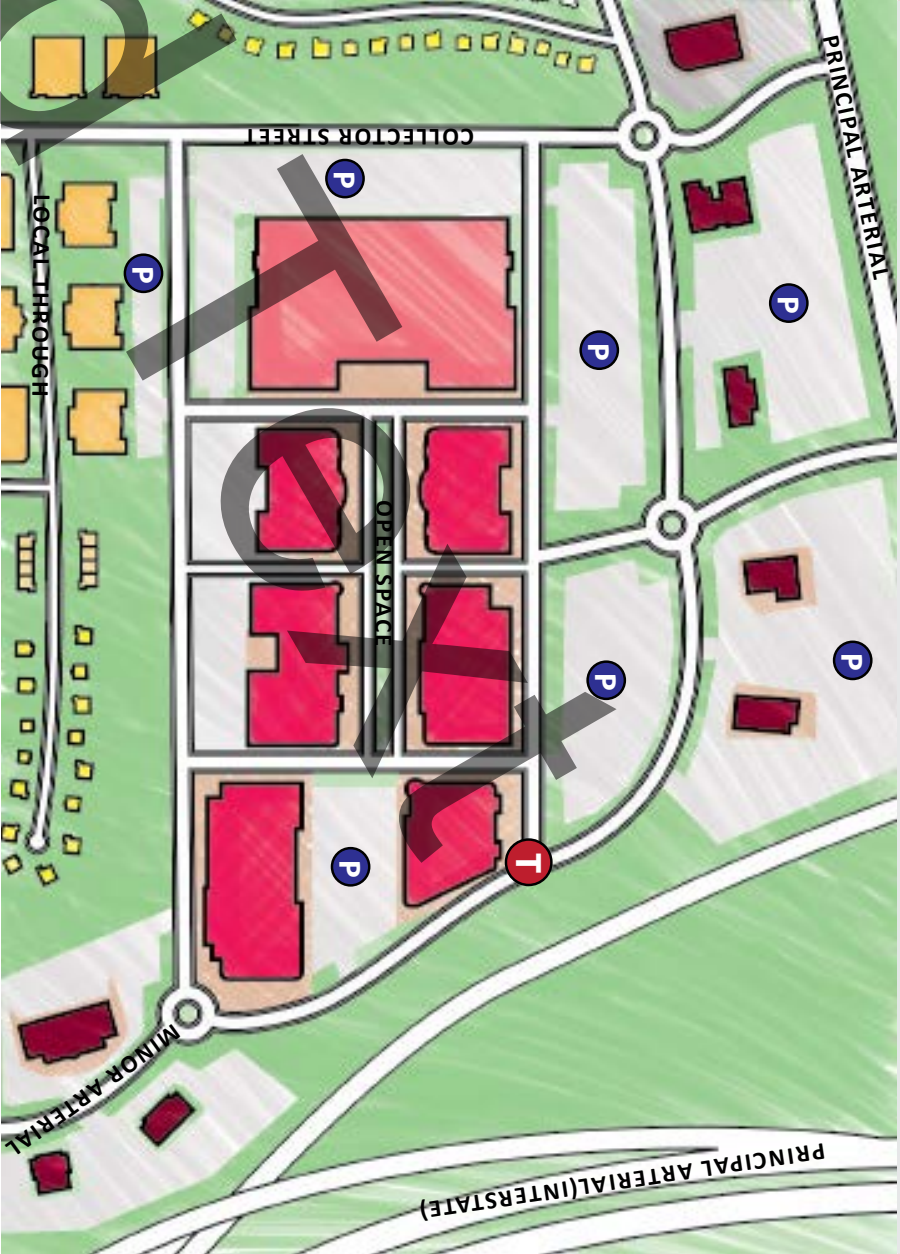
City Clerk

[Urban Edge] Regional Activity Center (UEAC-2)

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