



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2023**

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The Columbia City Council will conduct a Council Meeting on Tuesday, October 3, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at [www.columbiasc.gov](http://www.columbiasc.gov). Please contact the City Clerk's Office at (803)545-3045 or [cityclerk@columbiasc.gov](mailto:cityclerk@columbiasc.gov) if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II  
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large  
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, District IV

*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.*

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

### **ADOPTION OF THE AGENDA**

### **PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA**

### **APPROVAL OF MINUTES**

1. Council is asked to approve the September 19, 2023 Council Meeting Minutes.
2. Council is asked to approve the March 14, 2023 Work Session and March 21, 2023 Budget Workshop Minutes.

### **PRESENTATIONS**

3. National Customer Service Week Proclamation - The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem
4. National Community Planning Month Proclamation - The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem



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**CONSENT AGENDA ITEMS 5 THROUGH 19**

5. Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 21, 2023. Award to Everbridge Systems in the amount of \$91,770.72. The term of the contract is October 1, 2023 to September 30, 2024. This firm is located in Columbia, SC.

*Funding Source: City of Columbia Account (1012701-638200) \$45,885.36 and Richland County Account (2082702-638200) \$45,885.36. The original budget amount is \$91,770.72.*

6. Council is asked to approve Contract Amendment #2 for Professional Janitorial Services, as requested by the Support Services Division on September 5, 2023. Award to American Facility Services Inc. in the amount of \$210,597.21. The current contract term began on June 1, 2023 and ends on June 30, 2024 with the option to extend for four (4) additional one (1) year periods. This firm is located in Alpharetta, GA.

*Funding Source: Purchasing - Maintenance and Service Contract (6228959-638200) \$10,522.35; Police Administrative Services - Maintenance and Service Contract (1012402-638200) \$37,378.26; General Support Services - Maintenance and Service Contract (1011201-638200) \$162,696.60. The current budget amount is \$58,266.87. The budget amount for this amendment is \$210,597.21. The total revised budget amount is \$268,864.08.*

7. Council is asked to approve a new Sole Source Agreement for Repairs, Parts, Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 3, 2023. Award to Blanchard Machinery in an amount not to exceed \$60,000.00. The vendor is located in West Columbia, SC.

*Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200). The original budget amount is \$60,000.00.*

8. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract in the amount of \$878,529.02.

| Item | Vendor                                                         | Vehicle                                                                                                                  | Department          | Price       |
|------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|
| a.   | Alan J Automotive Management DBA Alan J Feet Sales Sebring, FL | 2024 Ford F-250 Super Duty SRW XL 2WD with Service Body, as requested by the Fleet Services Division on August 28, 2023. | Traffic Engineering | \$55,684.00 |

*Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$55,684.00.*





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|                                                                                                                                                                            |                                                                |                                                                                                                                                |                            |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------|
| b.                                                                                                                                                                         | Alan J Automotive Management DBA Alan J Feet Sales Sebring, FL | (2) 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box, as requested by the Fleet Services Division on August 29, 2023.               | Water Distribution         | \$112,012.00        |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance- Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$112,012.00.</i> |                                                                |                                                                                                                                                |                            |                     |
| c.                                                                                                                                                                         | Blanchard Machinery Company, West Columbia                     | TC-14D Towmaster Fork Lifts, Truck Loader and accessories. Powered Fork Lifts, as requested by the Fleet Services Division on August 25, 2023. | Code Enforcement           | \$102,865.02        |
| <i>Funding Source: Police - Auto, Trucks, Heavy Equipment-Capital (1012409-658500). The original budget amount is 102,865.02.</i>                                          |                                                                |                                                                                                                                                |                            |                     |
| d.                                                                                                                                                                         | Love Chevrolet Columbia, SC                                    | (16) 2023 Tahoe PPV's 2WD, as requested by the Fleet Services Division on September 6, 2023.                                                   | Columbia Police Department | \$607,968.00        |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$607,968.00.</i>                           |                                                                |                                                                                                                                                |                            |                     |
| <b>Total</b>                                                                                                                                                               |                                                                |                                                                                                                                                |                            | <b>\$878,529.02</b> |

9. Council is asked to approve Contract Amendment #5 for Project SS735001; Phase I Crane Creek Upper North Branch Extension and Lower North Branch Capacity Upgrade, as requested by Columbia Water on August 3, 2023. Award to AECOM in the amount of \$154,901.00. This firm is located in Columbia, SC.

*Funding Source: Water and Sewer Capital Projects - Crane Creek Extension/Upgrade - Capital Project Costs (5529999-SS735001-658650). The current budget amount is \$1,287,545.00. The budget amount for this amendment is \$154,901.00. The total revised budget amount is \$1,442,446.00.*

*This is a Mentor Protégé Program project. AECOM is the mentor and will provide design services to include drawings, specifications, in biddable set of contract documents for the additional effort for the redesign of Lorrick Road Crossing at 57.02% (\$88,328.00) of the amendment amount.*

*DESA, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide assistance with permitting, monitoring, construction observation and administration services at 34.59% (\$53,573.00) of the amendment amount.*

*The following sub consultants will provide additional services:*

*Terracon Consultants of Columbia, SC, will provide wetland delineation and permitting services at 8.39% (\$13,000.00) of the amendment amount.*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2023**

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10. Council is asked to approve a new Professional Services Agreement for Project WM4755; Water Quality Professional Services, as requested by Columbia Water on August 30, 2023. Award to Black and Veatch Corporation in an amount not to exceed \$100,000.00. The term of the agreement will commence as defined in the Notice to Proceed and end on June 30, 2024 with one additional one-year renewal period. This firm is located in Columbia, SC.

*Funding Source: Water Compliance - Consultant Fees/Contract (5516230 - 636700). The original budget amount is \$100,000.00.*

*This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide water production process optimization evaluation recommendations and operator training services at 80.00% (\$80,000.00) of the total contract amount.*

*Howard Engineering, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide electrical and instrumentation consulting and construction management services at 20% (\$20,000.00) of the total contract amount.*

11. Council is asked to approve Contract Amendment #3 for Project WM4281; Hardscrabble Road Waterline Relocation, as requested by Columbia Water on August 28, 2023. Award to HDR Engineering, Inc. of the Carolinas in the amount of \$90,660.00. This firm is located in Columbia, SC.

*Funding Source: Water and Sewer Capital Projects - Engineering Services 16"WM/Hardscrabble - Capital Project Costs (5529999-WM428101-658650). The current budget amount is \$135,990.00. The budget amount for this amendment is \$90,660.00. The total revised budget amount is \$226,650.00.*

*This is a Mentor Protégé Program Project. HDR Engineering, Inc. of the Carolinas is the mentor and will provide project management, construction administration, field inspections, and record plan development services at 80.00% (\$72,528.00) of the amendment amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide civil engineering services at 20.00% (\$18,132.00) of the amendment amount.*

12. Council is asked to approve a new Contract for Project WM4454; Flood Recovery Project Waterline Replacement, as requested by Columbia Water on May 10, 2023. Award to Williams Infrastructure, LLC, in an amount not to exceed \$2,978,310.50, which includes contingency. This contractor is located in Lexington, SC.

*Funding Source: FEMA Grants Control - 2015 October Flood Recovery (2539999-WM445402-638400). This project is federally funded by FEMA.*

*Williams Infrastructure, LLC is the prime contractor and will provide water line installation services at 60.11% (\$1,627,555.00) of the total contract amount.*



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*The following subcontractors/suppliers will provide additional services/supplies:*

*Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 11.08% (\$300,000.00) of the total contract amount.*

*TB Landmark Construction, located in Jacksonville, FL, will provide directional drilling at 28.81% (\$780,000.00) of the total contract amount.*

*First reading approval was given on September 19, 2023.*

13. Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

*First reading approval was given on September 19, 2023.*

14. Ordinance No.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01

*First reading approval was given on September 19, 2023.*

15. Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023

*First reading approval was given on September 19, 2023.*

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7716 Garners Ferry Road; TMS#19102-01-01

*Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 3*

*Proposal: Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.*

*Applicant: C & B Real Estate Investments, LLC*

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*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*

*First reading approval was given on September 19, 2023.*

**17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 110 Jacobs Mill Pond Road, TMS#25810-03-08**

*Ordinance No.: 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 4*

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

*Applicant: James H. Stembridge, Jr. and Brenda J. Stembridge*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*

*First reading approval was given on September 19, 2023.*

**18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07**

*Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

*Council District: 1*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2023**

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*Proposal: Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.*

*Applicant: Camp Cola, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*

*First reading approval was given on September 19, 2023.*

### **19. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - UPDATE PRINCIPAL USE TABLE**

*Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts*

*Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.*

*Applicant: Hope Hasty, Zoning Administrator*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/23; Approval (6-0)*

*First reading approval was given on September 19, 2023.*

### **ORDINANCES - SECOND READING**

### **20. Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation (City Council Members Only)**

*First reading approval was given on September 19, 2023.*



## **COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 3, 2023**

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### **ORDINANCES - FIRST READING**

21. Ordinance No.: 2023-117 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article III, Water Service, Sec. 23-65, Right of city to shut off water in mains, Article V, Water and Sewer Rates, Sec. 23-145, Installation of water meters and cross connection control devices and Sec. 23-148, Sewer tapping fees

### **EVENT RESOLUTIONS**

22. Resolution No.: R-2023-070 - Authorizing consumption of beer, wine and liquor at the SC Pride Parade on Friday, October 20, 2023 and SC Pride Festival on Saturday, October 21, 2023 in the 1200, 1300 and 1400 blocks of Main Street
23. Resolution No.: R-2023-083- Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival on Saturday, October 7, 2023 at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street
24. Resolution No.: R-2023-084 - Authorizing consumption of beer and wine only at the Earle Jam (Neighborhood Concert) in Earlewood Park on Sunday, October 22, 2023

### **OTHER MATTERS**

25. Council is asked to approve the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for Community Based Violence Intervention and Violence Prevention and Reduction Efforts, as requested by the Office of Violent Crime Prevention in the amount of \$87,277.00.

### **CITY COUNCIL REPORTS, REFERRALS AND NEW BUSINESS**

#### **PUBLIC INPUT**

#### **ADJOURNMENT**



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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve the September 19, 2023 Council Meeting Minutes.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** MN\_09192023 (DOCX)





## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 19, 2023

### **CALL TO ORDER**

The Columbia City Council conducted a meeting on Tuesday, September 19, 2023 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:04 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

### **ADOPTION OF THE AGENDA**

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda subject to withdrawing **Item 1** and amending **Item 6** to read: Professional Services Agreement for Consulting Services.

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

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

### **PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA**

No one appeared at this time.

### **APPROVAL OF MINUTES**

2. Council is asked to approve the September 5, 2023 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the September 5, 2023 Council Meeting Minutes.

3. Council is asked to approve the February 14, 2023 Work Session and February 28, 2023 Budget Workshop Minutes.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the February 14, 2023 Work Session and February 28, 2023 Budget Workshop Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, SEPTEMBER 19, 2023**

**PRESENTATIONS**

4. Constitution Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed September 17 - September 23, 2023 as Constitution Week in the City of Columbia.

Ms. Connelly-Anne Ragley of the Columbia Chapter of the Daughters of the American Revolution was joined by several members from other chapters of the greater Midlands to accept the proclamation. She said for over 100 years we have served God, home, and country as blood descendants of those men and women who fought to establish independence. Thank you for helping us to recognize Constitution Week.

5. Toms Creek Family Farms Mobile Market Update - Ms. Ayesha Driggers, Director of the Office of Business Opportunities

Ms. Ayesha Driggers, Director of the Office of Business Opportunities said recently you approved the Food Solutions Initiative and that was awarded to Toms Creek Farms. Last week, they presented to our Community Development Committee and we wanted them to do the same for Council.

Mr. Larry Schneeberger, part owner of Toms Creek Family Farms, LLC said we have a 200 acre farm in Hopkins. The trailer has been ordered and we should get it in mid-October with the launch in mid-January. DSS will inform people about the Mobile Market and Healthy Bucks, which is a SNAP benefit program. We are also going to work with Palmetto Pediatrics to provide free health checks for children.

Dr. Neset Hikmet, part owner of Toms Creek Family Farms, LLC said we want to see that what we're bringing to the community is doing what it's supposed to do. Using University resources as well as our own, we want to complete studies and bring that back to you.

Via PowerPoint, they presented photo mockups of the interior and exterior of the Mobile Market.

Mr. Larry Schneeberger, part owner of Toms Creek Family Farms, LLC said the people that are building the trailer are doing the awnings, insulation, and air-conditioning. When I get it, I will add shelving, coolers, and wrapping. We are also working with local farmers, all sourced from South Carolina. We have invested \$2 million in the city of Columbia. We own the basement and the first floor and retrofitted it to be a true farm-to-market store with a bakery at 912 Lady Street.



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Councilor Herbert said the Food Policy Committee has been working on this for a long time and I'm glad to see it come to fruition. I didn't know you had already invested \$2 million, and we are giving you \$180,000. I think it's a great investment to help you expand and I feel confident that this will be sustainable.

**CONSENT AGENDA ITEMS 6 THROUGH 13**

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 6** through **13**.

6. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for Consulting Services, as requested by Administration. Award to Laddie Howard in an amount not to exceed \$85,000.00. This firm is located in Columbia, SC. - *Approved*

*Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$85,000.00.*

7. Council is asked to approve the Purchase of Globe Bunker Gear for annual replacement needs and new recruits, as requested by the Columbia Fire Department on August 25, 2023. Award to Newton's Fire and Safety Equipment, Inc. using the HGACBuy Cooperative Contract in the amount of \$286,848.00. This vendor is located in Graham, NC. - *Approved*

*Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303-625900) \$143,424.00 and Fire Administration-County - Safety Clothing and Supplies (2082301-625900) \$143,424.00. The original budget amount is \$286,848.00.*

8. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract in the amount of \$753,985.60. - *Approved*

| Item                                                                                                                                            | Vendor                                                              | Vehicle                                   | Department                         | Amount      |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------|------------------------------------|-------------|
| a.                                                                                                                                              | Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL | 2024 F-250 Super Duty SRW XL 2WD Crew Cab | Forestry & Beautification Division | \$51,111.00 |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$51,111.00.</i> |                                                                     |                                           |                                    |             |
| b.                                                                                                                                              | Alan Jay Automotive Management dba Alan Jay                         | 2024 Ford Transit Passenger Wagon         | Parking Buildings/Lots             | \$54,817.00 |



**We Are Columbia**

**COLUMBIA CITY COUNCIL MEETING MINUTES  
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|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------|---------------------|
|                                                                                                                                                 | Fleet Sales<br>Sebring, FL                                                   | (X2X) T-350 XL                                                                                 |                        |                     |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (5312413-658500). The original budget amount is \$59,202.36.</i> |                                                                              |                                                                                                |                        |                     |
| c.                                                                                                                                              | Alan Jay Automotive<br>Management dba Alan Jay<br>Fleet Sales<br>Sebring, FL | 2024 Ford Transit<br>Cargo Van (E1Y)<br>T-150 RWD                                              | Traffic<br>Engineering | \$51,674.00         |
| <i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (6238961-658500). The original budget amount is \$55,807.92.</i>  |                                                                              |                                                                                                |                        |                     |
| d.                                                                                                                                              | Alan Jay Automotive<br>Management dba Alan Jay<br>Fleet Sales<br>Sebring, FL | (5) 2024 Nissan<br>Frontier King Cab<br>4x2 S Auto                                             | Water<br>Distribution  | \$165,440.00        |
| <i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$165,440.00.</i> |                                                                              |                                                                                                |                        |                     |
| e.                                                                                                                                              | Love Chevrolet<br>Columbia, SC                                               | 2023 Chevrolet<br>Silverado 2500 Crew<br>Cab 4x4                                               | Water<br>Distribution  | \$60,983.00         |
| <i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$60,983.00.</i>  |                                                                              |                                                                                                |                        |                     |
| f.                                                                                                                                              | Love Chevrolet<br>Columbia, SC                                               | (2) 2024 Chevrolet<br>Silverado 1500 Short<br>Crew Cab 4x4<br>(3) 2024 Chevrolet<br>Equinox LS | Engineering            | \$193,401.12        |
| <i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516221-658500). The original budget amount is \$193,401.12.</i> |                                                                              |                                                                                                |                        |                     |
| g.                                                                                                                                              | Blanchard Machinery<br>Company<br>West Columbia, SC                          | CS44B Vibratory<br>Compactor                                                                   | Street Division        | \$176,559.48        |
| <i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$176,559.48.</i> |                                                                              |                                                                                                |                        |                     |
| <b>Total</b>                                                                                                                                    |                                                                              |                                                                                                |                        | <b>\$753,985.60</b> |

9. Council is asked to approve a new Contract for Calhoun Street Resurfacing Project, as requested by the Public Works Department on March 10, 2023. Award to Eurovia Atlantic Coast, LLC, doing business as Blythe, in an amount not to exceed \$1,124,235.73, which includes contingency. This contractor is located in West Columbia, SC. - *Approved*



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*Funding Source: Public Works - Street Division (4079999-SR911320-658650). Reimbursement funding for paving is coming from the County Transportation Commission in the amount of \$871,643.10. Reimbursement for pavement markings is coming from the Richland Penny Sales Tax in the amount of \$88,292.00. The original budget amount is \$1,124,235.73.*

*Eurovia Atlantic Coast LLC DBA Blythe, is the prime contractor and will provide services at 82.85% (\$930,360.73) of the total contract amount.*

*The following subcontractors/suppliers will provide additional services/supplies:*

*J. Moore Electrical Contractors, Inc., located in Swansea, SC, will provide traffic loops at 7.92% (\$89,000.00) of the total contract amount.*

*Peek Pavement Markings, located in Columbia, SC, will provide striping at 9.23% (\$103,625.00) of the total contract amount.*

10. **ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion) – Approved on second reading.**

*Ordinance No.: 2023-094 - Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion) – Approved on second reading. – Approved on second reading.*

*Council District: 4*

*Proposal: Request to rezone the property from General Commercial District (GC) to Residential Mixed District (RM-1).*

*Applicant: Madison Pickrel, HVP3 Development, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 07/13/2023; Approval (5-0)*

*First reading approval was given on August 15, 2023.*

11. **Ordinance No.: 2023-102 - Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03 - Approved on second reading.**

*First reading approval was given on September 5, 2023.*



**COLUMBIA CITY COUNCIL MEETING MINUTES  
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12. Ordinance No.: 2023-109 - A Sixteenth Supplemental Ordinance providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$155,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto. – *Approved on second reading.*

| <b>Attorney Estimated Cost of Issuance</b> |                         |           |
|--------------------------------------------|-------------------------|-----------|
| Service                                    | Provider                | Cost      |
| Co-Bond Counsel, Tax Counsel               | Burr Forman             | \$197,500 |
| Co-Bond Counsel                            | Johnson, Toal, Battiste | \$80,000  |
| Co-Underwriter's Counsel                   | Parker Poe              | \$89,000  |
| Co-Underwriter's Counsel                   | Starkes Law             | \$40,000  |

*First reading approval was given on September 5, 2023.*

13. Ordinance No.: 2023-111 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties – *Approved on second reading.*

*Short-Term Rentals Ad-hoc Committee Recommendation: 08/15/2023; Approval (3-0)*

*First reading approval was given on September 5, 2023.*

**ORDINANCES - SECOND READING**

14. Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges – *Approved on second reading.*

*First reading approval was given on September 5, 2023.*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 19, 2023

Mr. Robert Anderson, Director of Public Works said the cost has been split. We will have a meeting to review the ordinance as it relates to cleanup.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges.

### **PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS**

**Council opened the public hearing at 4:27 p.m.**

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07 – *Approved on first reading.*

*Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.*

*Council District: 1*

*Proposal: Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.*

*Applicant: Camp Cola, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*

Ms. Krista Hampton, Director of Planning and Development Services said the requested zoning is split. Towards Fairfield Road, it would be general commercial [zoning] which is prevalent along





**COLUMBIA CITY COUNCIL MEETING MINUTES  
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Fairfield Road. Towards the back, which is closer to the residential would be a low mixed use designation upon annexation.

Councilor Herbert asked if the zoning in that area will be the same. Will the mobile homes remain?

Ms. Krista Hampton, Director of Planning and Development Services said yes.

Mr. Ronnie Campbell, owner said those two abandoned houses and the mobile home will be removed.

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, And Zoning Map Amendment for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07 **and** Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

**16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 110 Jacobs Mill Pond Road, TMS#25810-03-08 - *Approved on first reading.***

*Ordinance No.: 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.*

*Council District: 4*

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

*Applicant: James H. Stembridge, Jr. and Brenda J. Stembridge*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*



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*No one appeared at this time.*

Upon a motion made by Mr. Brown and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, And Zoning Map Amendment for 110 Jacobs Mill Pond Road, TMS#25810-03-08 **and** Ordinance No.: 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7716 Garners Ferry Road; TMS#19102-01-01 – *Approved on first reading.*

*Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.*

*Council District: 3*

*Proposal: Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.*

*Applicant: C & B Real Estate Investments, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/2023; Approval (5-0)*

*No one appeared at this time.*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, And Zoning Map Amendment for 7716 Garners Ferry Road; TMS#19102-01-01 **and** Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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**18. ZONING MAP AMENDMENT for 1507 Mt. Vernon Street; TMS# 09214-09-12 - *Denied***

*Ordinance No.: 2023-084 - Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12 – Denied*

*Council District: 1*

*Proposal: Request to rezone the property from Residential Single Family (RSF-2) to Residential Mixed District (RM-1).*

*Applicant: DaVant S. Jenkins*

*Staff Recommendation: Denial*

*PC Recommendation: 06/08/2023; Denial (7-0)*

Ms. Delilah Cedeno-Jenkins, property owner spoke in support of the rezoning. My goal is to uplift the community by building modern homes to match the new Main Street aesthetic and to complement the brewery. We are a small, local organization so the profit is not our only objective.

Ms. Gail Baker, Mt. Vernon Street resident spoke in opposition to the rezoning. Our neighborhood does not have a good history of taking care of multi-family units. It's an awkward corner and there is a ditch. Cars are already parking on the street and the visibility is very hard. I can't see a multifamily dwelling sitting in that particular area.

Ms. Carol Mitchell, 1503 Mt. Vernon Street spoke in opposition to the rezoning. I have been at this property for 50 years and most of the homes on this block are owner occupied. I think it's dangerous to block that corner with something other than what has been there for 100 years.

Ms. Joyce Jenkins, 1411 Mt. Vernon Street spoke in opposition to the rezoning. I have concerns about the traffic, lack of sidewalks for school children, and parking. I would rather a single family dwelling be put there. Adding businesses and multifamily units will be too much for the area.

Ms. Linda Campbell, 1510 Mt. Vernon Street spoke in opposition to the rezoning. She raised concerns about the narrow street and parking.

Mayor Rickenmann said staff and Planning Commission both selected denial. Is there anything you need to add?



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Ms. Krista Hampton, Director of Planning and Development Services said no, the staff does support additional density in appropriate locations. This part of Mt. Vernon Street is and has been single family. There is plenty of multifamily in the adjacent area. The plan and development patterns point towards keeping it as is.

Councilor Herbert said I want to make sure the applicants understand that we are not against development. We want to keep the character of that particular neighborhood. To put multifamily housing in the middle of single family homes does not work with the mission or the goals, which is why it has been denied. Let's sit down for further discussion.

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted unanimously to deny the Zoning Map Amendment for 1507 Mt. Vernon Street; TMS# 09214-09-12 **and** Ordinance No.: 2023-084 - Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12.

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

*Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts – Approved on first reading.*

*Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.*

*Applicant: Hope Hasty, Zoning Administrator*

*Staff Recommendation: Approval*

*PC Recommendation: 08/10/23; Approval (6-0)*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts.



**COLUMBIA CITY COUNCIL MEETING MINUTES  
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**Council closed the Public Hearing at 4:46 p.m.**

**ORDINANCES - FIRST READING**

20. Ordinance No.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01 - *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.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01.

21. Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) – *Approved on first reading.*

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building).

22. Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023.

23. Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation – *Approved on first reading.*



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 19, 2023

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Councilor Duvall said this is a requirement by state law to change the compensation of an elected Council before an election. The last time this Council had a change in salary was 2006, 17 years ago. This particular ordinance raises the salary from \$13,350 to \$20,350 and I think it is well merited by the service that these Council members provide.

Dr. Bussells said by changing compensation to align with other municipalities and the cost of living, we are leveling the playing field. We are allowing opportunity for us to diversify the class of people that actually run for office and not just those that are stereotypically seen as politicians. I hope this change encourages the next generation of leadership to step up and run to help continue to increase representation in politics.

Councilor Herbert said we will still be less than any of the surrounding areas. Following Dr. Bussells' point, I went through the list of the Black Council members and Luther Battiste, Tameika Devine, Tina Herbert, and Brian Newman, are all lawyers. I don't think that just Black female attorneys should be on City Council. You have mothers and folks who work and are from all different stages of life. It's not about my pockets but it is about making sure there is more opportunity to consider running. I am supportive of this ordinance.

Councilor Brown said it's fair to say everyone on Council does a very good job. It's important to note that it's not all about the money. However, this is called public service. I signed up for public service and to make a difference; not to make money. From a Council perspective, everyone knows exactly where they stand, what we're doing in Columbia, and the efforts that we're making to make Columbia the best city it can possibly be.

Mayor Rickenmann said this is for the compensation of six Council members at roughly \$7,000 per Council member, for a total of \$42,000 in the next fiscal year.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted five to two [5 to 2] to give first reading approval to Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation. Ms. Herbert, Dr. Bussells, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann voted aye. Mr. Brown and Mr. Brennan voted nay.



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**RESOLUTIONS**

24. Resolution No.: 2023-081 - Authorizing Condemnation for Easement Acquisition for Water Main Extension along Chapin Road to Serve 518 Smokehouse; Lexington County TMS#000700-04-004 (105 Snapdragon Ct); CF# DPO-2022-0038 - *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: 2023-081 - Authorizing Condemnation for Easement Acquisition for Water Main Extension along Chapin Road to Serve 518 Smokehouse; Lexington County TMS#000700-04-004 (105 Snapdragon Ct); CF# DPO-2022-0038.

**EVENT RESOLUTIONS**

25. Resolution No.: 2023-064 - Authorizing consumption of beer, wine and liquor within Boyd Plaza at McQueen Opening on Friday, October 6, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: 2023-064 - Authorizing consumption of beer, wine and liquor within Boyd Plaza at McQueen Opening on Friday, October 6, 2023.

26. Resolution No.: 2023-067 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street on Friday, October 13, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: 2023-067 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street on Friday, October 13, 2023.

27. Resolution No.: 2023-068 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 1, 2023 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: 2023-068 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 1, 2023.

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28. Resolution No.: 2023-073 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries October Membership Event on Thursday, October 12, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: 2023-073 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries October Membership Event on Thursday, October 12, 2023.

29. Resolution No.: 2023-082 - Authorizing consumption of beer, wine and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 8, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: 2023-082 - Authorizing consumption of beer, wine and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 8, 2023.

### **APPOINTMENTS**

30. Municipal Election Commission

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of Ms. Helen Munnerlyn to the Municipal Election Commission for a six-year term.

### **CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS**

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to refer a draft municipal resolution in support of instant runoff voting as an alternate method of nominating candidates for and determining the results of nonpartisan elections and naming the Sara Nance Cultural Resource Center to the Administrative Policy Committee.

Mayor Rickenmann requested that any information about this be shared with the public after the November election(s) to avoid confusion.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 19, 2023

The Administrative Policy Committee will also consider lifting its moratorium on honorary namings in order to discuss pending referrals related to exterior signage opportunities for the Leroy Moss Multipurpose Center at Hyatt Park and naming the Earlewood Community Center after Virginia Lee Bedford and a new referral to consider naming the Sara Nance Cultural Resource Center.

### **PUBLIC INPUT**

Mr. Lee Carroll of Save Our Kids announced his City Council run for 2025. He also raised concerns about Hyatt Park and its need for better programming and equipment repairs.

Councilor Herbert said the city has budgeted \$373,000 for Hyatt Park and I wanted to let you know what we're using it for. We're not ignoring your request. Right now, they have budgeted for the baseball field and new fencing which has been completed. There may have been several requests from the community before yours. They're working on the kiosk that is going outside and the structure behind the home plate that needs to be moved.

Mr. Jason Lyon spoke in support of Be Kind Be Great. We had the opportunity to meet with Mayor Rickenmann to discuss solutions for the community. Join us for a walk on September 30, 2023 at 10 a.m. at Finlay Park on the parking lot side. We will be walking from there to Christ Central and giving out food and water to participants.

Mayor Rickenmann said we were going to get a list to create a small group so we can come up with guidelines and suggestions. While I support you having a march, we should continue talking about what we can get done so each person can achieve their mission.

Ms. Teresa Wilson, City Manager said Finlay Park is a construction zone and suggested that Mr. Lyon get with the Columbia Police Department to obtain a parade permit for the walk.

Reverend Sylvia Roberts of Newberry District AME Church asked for clarification about what the Council is doing to help the homeless.

Mr. Ikener of Newberry District AME Church expressed concerns about not being able to assist the homeless population.

Mayor Rickenmann said we are offering a place that has bathrooms, kitchens, and a dining room. We want to bring people to the table and have conversations about how to create guidelines. We can't continue to allow people to feed and leave trash, because residents and businesses are



**COLUMBIA CITY COUNCIL MEETING MINUTES  
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responsible for the cleanup. I encourage you to speak with our Director of Homeless Services, Kameisha Heppard after the meeting and she can tell you everything we are doing.

**EXECUTIVE SESSION**

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 5:23 p.m. for the discussion of **Item 31**.

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

*EdVenture*

**ADJOURNMENT**

The meeting was adjourned at 6:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve the March 14, 2023 Work Session and March 21, 2023 Budget Workshop Minutes.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** MN\_03142023\_WS (PDF)
- **#b:** MN\_03212023\_BWS (PDF)



**COLUMBIA CITY COUNCIL MEETING MINUTES  
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**CALL TO ORDER**

The Columbia City Council conducted a Work Session on Tuesday, March 14, 2023 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:07 p.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

**INVOCATION**

The Honorable Edward H. McDowell, Jr. offered the invocation. He prayed for the families of Master Police Officer Tony Rhinehart and Mr. Kevin Alexander Gray.

**CITY COUNCIL DISCUSSION**

Ms. Teresa Wilson, City Manager said these presentations are being made today to ensure that we are efficiently providing you with information in a way that works best for you.

1. Minute Traq Agenda Management System Tutorial - Ms. Erika D. Moore Hammond, CMC, City Clerk

Ms. Erika D. Moore Hammond, CMC, City Clerk provided a brief tutorial of the city's agenda management system. The agendas are distributed via email and can be accessed with all backup materials at [www.columbiacitysc.iqm2.com](http://www.columbiacitysc.iqm2.com).

Councilor Bussells suggested that the new system open files in a new tab and retain the file name.

2. GovQA Customer Relationship Management System Update - Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services said I am championing changes to the process of how citizens engage with us. Customer Care is a key stakeholder of GovQA along with other departments. Over 4,200 customer requests have been received since 2018. Staff is able to submit requests on behalf of customers and we want to better utilize that functionality for the Mayor's Office and City Manager's Office.

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Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that CityWorks is used to track the progress of work orders and for cost and time accounting related to an asset. The next step of integration of GovQA with CityWorks will allow us to send automated notifications to the customer.

Ms. Pamela Benjamin, CPM, Assistant City Manager for Administrative Services explained that by integrating the system, processes will be more seamless. We are reviewing internal touch points, workflow and customer enhancements. We are reviewing the department representatives and protocol. We talked about rebranding the site to incorporate the new branding initiative. The site remains functional while upgrades are underway.

There was an in-depth discussion related to councilmember access to GovQA, staff follow-up, map views, anonymous submissions, an easy to remember URL, and an educational campaign.

3. Communications Team Introductions - Ms. Leshia Utsey, Director of Public Relations, Media and Marketing

Ms. Leshia Utsey, Director of Public Relations, Media and Marketing introduced members of the Public Relations, Media and Marketing team.

Ms. Teresa Wilson, City Manager congratulated Ms. Leshia Utsey, Director of Public Relations, Media and Marketing and presented her with a service pin for 25 years of service.

4. Communications & Marketing Services Request for Proposals Update - Ms. Leshia Utsey, Director of Public Relations, Media and Marketing and Ms. Shannon S. Lizewski, NIGP-CPP, CPPO, Director of Procurement & Contracts

Ms. Teresa Wilson, City Manager introduced Shannon Lizewski as the new Director of Procurement and Contracts. She explained that the city is growing by leaps and bounds. This Council has significant items that they want to accomplish and a vision to highlight the growth and development in our city, in new and fresh ways. That is the purpose and intent for putting out a communications and marketing request for proposals. Before we release the solicitation, we want to get feedback from Council and explain the process and timeline.

Ms. Leshia Utsey, Director of Public Relations, Media and Marketing reviewed the project need which includes emphasis on social media, graphic design, national media coverage development, and an economic development pitch book and slide deck.



## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 14, 2023

There were discussions related to an approach for working with local media outlets; the creation of an exciting and consistent brand strategy/refresh; living out the vision and priorities we already have; keeping the We Are Columbia logo; identifying the best social media strategy for individual departments; increasing views, followers and shares; and driving the marketing for Columbia.

Ms. Teresa Wilson, City Manager said the last piece of this is for economic development. We talked in committee and the recommendation was to use students from the Darla Moore School of Business to develop content. It is important for all of this to be streamlined and consistent. This will result in an addendum for respondents. Some of those additional features will drive costs. We will make recommendations about using accommodation tax and state tourism development dollars for this effort.

Ms. Shannon S. Lizewski, NIGP-CPP, CPPO, Director of Procurement & Contracts said we want to capture your vision by recording short interviews of council members. This information can supplement solicitation documents and be shared during the pre-proposal meeting.

Ms. Teresa Wilson, City Manager said it was previously suggested that the Economic Development and Infrastructure Committee review the content that is being created for the Economic Development Office and provide their feedback.

Ms. Shannon S. Lizewski, NIGP-CPP, CPPO, Director of Procurement & Contracts said this is a perfect example for using the request for proposals (RFP) procurement method. We are still crafting the scope of work. Are we looking for advice from a consultant or are we looking for a hands on approach. It is prudent to put both options into the RFP. This will be a phased approach.

Mr. Ryan Coleman, Director of Economic Development said as they are developing the brand guidelines, the hope is that they can also be working on a template and layout for the economic development pitch book. Our partnership with the Faber Entrepreneurship Center at the Moore School is underway. Dr. Jeff Savage is working on elements for the pitch book, MBA students are gathering data for the selling book, and Jeff Rehling's marketing students are developing talking points on how we can better attract and retain talent. This work will be completed on Monday, April 24, 2023 and we will prepare an addendum for the marketing respondents.

**Mr. Brennan left the meeting at 5:00 p.m.**





**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 14, 2023**

5. Boards & Commissions Handbook Review - Ms. Ashley Jenkins Wood, Special Projects Coordinator / City Manager's Office

Ms. Ashley Jenkins Wood, Special Projects Coordinator / City Manager's Office presented the new boards and commissions handbook and reviewed the Administrative Policy Committee's recommendations as outlined in the committee's November 16, 2022 meeting minutes.

There was consensus of the Council to retain the current name of the Columbia Tree and Appearance Commission. The handbook will be edited based on today's discussion and City Council will approve the final version on March 21, 2023.

**EXECUTIVE SESSION**

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 5:26 p.m. for the discussion of **Item 6**.

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

- *Data Requests*

**ADJOURNMENT**

The meeting was adjourned at 6:30 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



## **COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 21, 2023**

### **CALL TO ORDER**

The Columbia City Council held a Budget Workshop on Tuesday, March 21, 2023 at City Hall, 1737 Main Street (Mayor's Conference Room), Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 11:11 a.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

### **INVOCATION**

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

### **CITY COUNCIL DISCUSSION**

Ms. Teresa Wilson, City Manager said this is a budget workshop and all items are moving us in that direction. We will start with revenues to lay the foundation. I would ask that you think about the things we want to accomplish in the new budget year. We will also cover items that you have already asked us to consider.

1. Fiscal Year 2023/2024 Revenues - Ms. Missy Caughman, Budget, Program Management & Grants Director

Ms. Missy Caughman, Budget, Program Management & Grants Director said revenue projections are to date and they are conservative. Sources are based on the revenue streams in the general fund, enterprise funds, and grants and special revenues. The tourism development fee is the collection of local accommodations taxes.

Ms. Teresa Wilson, City Manager said this doesn't reflect the continued discussions we will have with you. We will bring back the fees associated with special events. We are early in this process and will come back with recommendations.

Mayor Rickenmann asked for a reconciliation on our bond covenants and reserves. It is time for a citywide audit to ensure that we are collecting property taxes on properties that should be paying. We also wanted to work with the legislature to look at fines on littering and dumping. We need to look at everything as we move forward.



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 21, 2023**

Ms. Missy Caughman, Budget, Program Management & Grants Director continued to report that the fiscal year 2022/2023 budget revenues included one-time funds from the American Rescue Plan Act (ARPA) and it was amended by almost \$17 million from various funding sources. We are in line to meet budget projections for the current fiscal year. The forecast for fiscal year 2023/2024 reflects closer to normal collections. Revenues are estimated at \$144 million, which is 1.8% over the current year. Transfers-in and other financing sources are projected at over \$20 million. City Council made significant investments in our capital improvements using the general fund balance.

Councilor Duvall asked if our fund balance is invested in the local government fund.

Mr. Jeff Palen, Assistant City Manager for Financial Services / Chief Financial Officer said the general fund, cash from the water and sewer fund, and additional funds are invested in a portfolio that includes the state's local government investment pool and investments with other banks and treasuries.

Ms. Missy Caughman, Budget, Program Management & Grants Director said storm water revenues are projected at \$17 million, which is 10% over the current year. A rate analysis is underway. The storm water capital improvement program is over \$100 million. There is \$50 million in the storm water fund that will be used for the storm water program. The parking study is also underway.

Mayor Rickenmann asked that we look at innovation and partnerships to meet our parking needs.

2. Fiscal Year 2023/2024 Hospitality Tax and Accommodations Tax Projections/Budget Recommendations - Ms. Missy Caughman, Budget, Program Management & Grants Director

Ms. Missy Caughman, Budget, Program Management & Grants Director said the hospitality tax revenues are projected at almost \$14 million, which is 6% above the current year projections. A significant amount of fund balance was committed to Finlay Park. We are seeking your input on allocations for specific functions. There are several allocation categories.

Councilor Duvall clarified that the line item designation is for agencies that the city has a connection to. We own the Columbia Museum of Art building.

Councilor Bussells said it is important to be consistent about why an agency is included as a line item in the city's budget.



**We Are Columbia**

## COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 21, 2023

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Ms. Teresa Wilson, City Manager said it is a balancing act. Over the years, there has become a reliance on this funding and they may feel like this is automatic. You should continue to put this on the table because our needs are changing and growing. There are other eligible expenses for hospitality tax funds that we want to put on the table.

Mayor Rickenmann said we have several ideas from a citywide arts program to investing in our historic neighborhoods. We are looking for options to engage our community in all four districts and throughout the year. Moving forward with an increase to the committee would be very beneficial along with the flexibility for them to do two allotments.

Ms. Missy Caughman, Budget, Program Management & Grants Director estimated that a 6% increase to the committee equals \$180,000. The hospitality tax fund balance is about \$820,000. Staff recommends reserving 10% of that balance.

Mayor Rickenmann suggested that we hold onto the \$820,000.

Ms. Missy Caughman, Budget, Program Management & Grants Director said the accommodations tax revenues are projected at \$2.9 million. Council makes all of the allocations and we have debt being issued from this fund. The projections are reflective of designations in state law. Staff will be making a recommendation for the city's communications and marketing services. The 30% allocation for advertising and promotion of tourism and the 65% for tourism related expenditures total approximately \$1.8 million. In the past, those funds have been allocated to two groups: Experience Columbia and Lake Murray Country Regional Tourism Board. The transfer to the general fund is \$25,000 and debt service is estimated at \$900,000. The tourism development fee is a new addition to the budget discussions. The budget is projected at \$4 million. The line items for communications and marketing and the Convention Center are to be determined. The debt service is \$900,000 for the commitment towards the Finlay Park rehabilitation project.

Mayor Rickenmann suggested having a reserve account for this fund, as well. We want Richland County and the city of Columbia to be equal partners with the Convention Center.

There was a brief discussion related to proposed allocations for projects that may already be funded in the current budget. This discussion included a cultural arts initiatives, One Columbia, promotion of Columbia/"telling our story", and beautification efforts.



**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 21, 2023**

3. Capital Lease Program - Mr. Jeff Palen, Assistant City Manager for Financial Services/Chief Financial Officer

Mr. Jeff Palen, Assistant City Manager for Financial Services/Chief Financial Officer explained that a traditional lease is entered into for the use of office space or equipment. Another party owns the asset and it is returned to the owner at the end of the lease. A financing lease is entered into with respect to the city's acquisition of vehicles and other equipment. Another party provides financing for the city to acquire an asset and the city will own the asset at the conclusion of the agreement. We call this a capital lease.

4. Fiscal Year 2023/2024 Debt Service Schedule - Mr. Jeff Palen, Assistant City Manager for Financial Services/Chief Financial Officer

Mr. Jeff Palen, Assistant City Manager for Financial Services/Chief Financial Officer said over the next ten years, our total amount of repayment is approximately \$26 million. At the end of the year, our outstanding governmental obligation debt will be roughly \$15 million. There is one outstanding storm water bond and we have paid off \$17 million of it. There is one outstanding parking bond and we are down to \$31 million. This does not include future debt issuances that will be necessary to repay cash used for the Bull Street parking decks.

Mayor Rickenmann said we need to talk about that after we get the parking study back. The Economic Development and Infrastructure Committee can discuss creative things we can do to lessen that burden.

Mr. Jeff Palen, Assistant City Manager for Financial Services/Chief Financial Officer said the majority of the hospitality tax debt is for the stadium. A bond was issued in 2003 for numerous projects and most of that has been paid off. We will provide information on the reserves and requirements for each type of debt service.

**Council recessed at 12:37 p.m. and reconvened at 12:49 p.m.**

5. Water & Sewer Rate Study Overview - Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch

Mr. Robert Chambers, MBA, Principal Consultant / Black & Veatch said we have three basic purposes: conduct a study, understand the cost of service, and review the existing rate structure. Every utility is dealing with issues ranging from aging infrastructure to treatment technology. Inflation is having an impact on the cost of your operations. We will work with staff to make the



**We Are Columbia**

**COLUMBIA CITY COUNCIL MEETING MINUTES  
TUESDAY, MARCH 21, 2023**

adjustments needed to recover your costs to operate. We will also consider how to continue to engage your customers in an enhanced and optimized manner. There was not a rate increase in 2021 and 2023. As we go forward, we should adjust rates as needed in order to provide the services we need to provide. Last year, we anticipated a 7.69% rate increase in 2024. Next steps are to complete a base case financial plan and a cost of service analysis. We will present the initial financial plan to Council and propose the recommended revenue adjustment.

**EXECUTIVE SESSION**

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 1:36 p.m. for the discussion of **items 6** through **8** as outlined.

6. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
  - *Project Royale*
  - *Capital City Stadium*
7. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)
  - *City Manager and City Attorney Evaluations*
  - *Columbia-Richland 911 Communications Center*
8. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
  - *Peake v. City of Columbia*

**ADJOURNMENT**

The meeting was adjourned at 3:00 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC  
City Clerk



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** National Customer Service Week Proclamation - The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem

**FUNDING SOURCE & ORIGINAL BUDGET:**

**ATTACHMENTS:**

- **#a:** Customer Service Week Proclamation 2023 (DOCX)





City of Columbia  
A Proclamation

**WHEREAS**, in 1992, the U.S. Congress proclaimed Customer Service Week a nationally recognized event, celebrated annually during the first full week in October ;and

**WHEREAS**, this week is an international celebration of the importance of customer services and the people who serve and support customers on a daily basis; and

**WHEREAS**, this year's theme is Team Service, which is an important reminder that no matter where representatives are working, what their job titles are, or how they serve customers, everyone is on the same team; and

**WHEREAS**, the City of Columbia's Customer Services Department staff are committed to exhibiting the highest standards of professional excellence, creativity, skill, and service to the citizens of Columbia; and

**WHEREAS**, the City of Columbia recognizes the service and contributions of time, talent, compassion and dedication by the Customer Services staff, and the importance of the services they render;

**NOW, THEREFORE**, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim October 2-6, 2023 to be

## Customer Service Week

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

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Daniel J. Rickenmann  
Mayor

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Tina N. Herbert  
District I, Council Member

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Dr. Aditi Bussells  
At-Large, Council Member

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

---

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

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Joe E Taylor, Jr.  
District IV, Council Member

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Will Brennan  
District III, Council Member



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Planning and Development Services

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

**SUBJECT:** National Community Planning Month Proclamation - The Honorable Edward H. McDowell, Jr., Mayor Pro-Tem

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

**ATTACHMENTS:**

- **#a:** Planning Month Proclamation (formatted) (PDF)



## City of Columbia

### *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 I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby recognize the month of October 2023 as**

### ***“Community Planning Month”***

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

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Daniel J. Rickenmann  
Mayor

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

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

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William Brennan  
District III, Council Member

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Aditi Bussells  
At-Large, Council Member

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Tina N. Herbert  
District I, Council Member



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Columbia-Richland 911 Communications

**FROM:** *Wendy Royal, Interim Director of Telecommunications*

**SUBJECT:** Council is asked to approve the Fiscal Year 2023/2024 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 21, 2023. Award to Everbridge Systems in the amount of \$91,770.72. The term of the contract is October 1, 2023 to September 30, 2024. This firm is located in Columbia, SC.

**REQUISITION NO.:** R224290

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: City of Columbia Account (1012701-638200) \$45,885.36 and Richland County Account (2082702-638200) \$45,885.36. The original budget amount is \$91,770.72.

**ATTACHMENTS:**

- **#a:** October 3rd Council Memo- CRC911 Request (Everbridge Renewal) (PDF)
- **#b:** ACM 2023-2024 Everbridge Memo (PDF)
- **#c:** APPROVED - 23018330 - Everbridge Renewal 2023-2024 (PDF)



We Are Columbia

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

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

**DATE:** October 3, 2023

**SUBJECT:** Recommendation for Approval of the Fiscal Year 2023/2024 Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on October 3, 2023. Award to Everbridge Systems in the amount of \$91,770.72. This firm is located in Columbia, SC

The Department of Procurement of Contracts, in coordination with the Columbia-Richland 911 Communications Department, respectfully requests your review and approval of the FY 2023/2024 Contract Renewal for Emergency Notification System Services. We propose to award this contract to Everbridge Systems in the amount of \$91,770.72.

The City of Columbia and Richland County jointly fund the amount for services, as outlined below.

| Emergency Notification System Services Funding Source |                  |                    |
|-------------------------------------------------------|------------------|--------------------|
| City Account                                          | (1012701-638200) | \$45,885.36        |
| County Account                                        | (2082702-638200) | \$45,885.36        |
| <b>Total</b>                                          |                  | <b>\$91,770.72</b> |

The current Emergency Notification System Services agreement expires **October 6, 2023**. We propose to extend this agreement through **September 30, 2024**, to ensure the continued effectiveness of our emergency notification services.

The Everbridge Emergency Notification System has proven to be an invaluable tool in disseminating critical information to our residents during times of emergency. Its ability to reach a wide audience quickly and efficiently has been instrumental in safeguarding our community during various incidents, including natural disasters and public safety emergencies.

We kindly request that the council review and approve the allocation of funds for this renewal. The safety and well-being of our community depend on the uninterrupted operation of the Everbridge Emergency Notification System.

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



# CITY OF COLUMBIA

**Columbia – Richland 9-1-1**

**Communications**

1800 Laurel St | Columbia, South Carolina 29201

Phone: 803-988-8005 Fax: 803-255-8139

TO: Mr. Henry Simons, Assistant City Manager

FROM: Wendy Royal, Interim Director, 911

DATE: September 7, 2023

RE: 2023/2024 Everbridge Emergency Notification System Service Renewal Agreement

Please find the attached document for your review and approval to renew the Everbridge Emergency Notification System service agreement with the City of Columbia.

This agreement will continue service through September 30, 2024 and is jointly funded (50/50 split) with Richland County:

City Account: 1012701 Object Code: 638200 \$45,885.36

County Account: 2082702 Object Code: 638200 \$45,885.36

We are grateful for your consideration on this matter.

Wendy Royal

WR/dj

Reviewed & Approved 09/07/2023



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

Phone: +1-818-230-9700  
Fax: +1-818-230-9505

everbridge.com

### Prepared for:

Dominique Jacobs  
City of Columbia  
City of Columbia Information Technology 1800 Laurel St.  
Columbia SC 29217  
United States  
Ph: (803) 988-8005  
Fax: +1.803.343.8752  
Email: dominique.jacobs@columbiasc.gov

### Quotation

**Quote #:** Q-141779  
**Date:** 9/12/2023  
**Expires On:** 10/6/2023  
**Confidential**

**Salesperson:** Dwight Paul  
**Phone:**  
**Email:** dwight.paul@everbridge.com

### Contract Summary Information:

|                      |           |
|----------------------|-----------|
| Contract Period:     | 12 Months |
| Contract Start Date: | 10/1/2023 |
| Contract End Date:   | 9/30/2024 |

### Contact Summary:

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

| Qty     | Description                                                               | Price         |
|---------|---------------------------------------------------------------------------|---------------|
| 380,550 | Mass Notification Base                                                    | USD 86,270.72 |
| 380,550 | Smart Weather Alerting (includes 1 location in base weather subscription) | USD 5,500.00  |

### Pricing Summary:

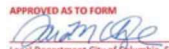
|                                         |                      |
|-----------------------------------------|----------------------|
| Year One Fees:                          | USD 91,770.72        |
| One-time Implementation and Setup Fees: | USD 0.00             |
| Professional Services:                  | USD 0.00             |
| <b>Total Year One Fees Due:</b>         | <b>USD 91,770.72</b> |

### Messaging Credits Summary:

|        | Initial Credits Allowance | Additional Credits Purchased | Total Credits |
|--------|---------------------------|------------------------------|---------------|
| Year 1 | 11,000,000                | 0                            | 11,000,000    |



1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC  
 09/21/2023

**Supplemental Notes:**

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

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**Name (Print):**

**Title:**

---



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**Please, Sign, Date and Return:**

**Signature:**

**Date:**

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**Name (Print):**

**Title:**

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Everbridge, Inc.  
 55 North lake Avenue, Suite 900  
 Pasadena, CA 91101  
 (818) 230-9700  
 THANK YOU FOR YOUR BUSINESS!



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve Contract Amendment #2 for Professional Janitorial Services, as requested by the Support Services Division on September 5, 2023. Award to American Facility Services Inc. in the amount of \$210,597.21. The current contract term began on June 1, 2023 and ends on June 30, 2024 with the option to extend for four (4) additional one (1) year periods. This firm is located in Alpharetta, GA.

**REQUISITION NO.:** R222038

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Purchasing - Maintenance and Service Contract (6228959-638200) \$10,522.35; Police Administrative Services - Maintenance and Service Contract (1012402-638200) \$37,378.26; General Support Services - Maintenance and Service Contract (1011201-638200) \$162,696.60. The current budget amount is \$58,266.87. The budget amount for this amendment is \$210,597.21. The total revised budget amount is \$268,864.08.

**CLEAN WATER 2020?:** No

**FOCUS AREAS:** Innovative & High Quality Municipal Services

Contract Amendment #2 is requested to provide funding for professional janitorial services through to June 30, 2024, which also includes funding for the addition of day porter services at 1136 Washington Square.

**ATTACHMENTS:**

- **#a:** MT Memo - American Facility Services (PDF)
- **#b:** PO Mod - American Facility Services (PDF)
- **#c:** CA#2 American Facility Services (PDF)

## Contract Amendment #2

## Professional Janitorial Services

BID023-22-23

American Facility Services, Incorporated

September 8, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and American Facility Services, Incorporated (Contractor) executed June 1, 2023 (Agreement) to provide funding in the amount of \$210,597.21 for services through to June 30, 2024, which also includes funding for the addition of day porter services at 1136 Washington Square.

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

This Change is Acceptable:

APPROVED AS TO FORM


  
Legal Department City of Columbia, SC

09/14/2023

**Name of Firm**

American Facility Services, Incorporated

**City of Columbia**

Office of the City Manager

Harold Angel

Print Name

Teresa Wilson, City Manager


Signature

\_\_\_\_\_  
Signature9/14/23

Date

\_\_\_\_\_  
Date\_\_\_\_\_  
Witness

## American Facility

P199025

Additional quantity of nine to each Line Item

Line Item#1---1800 Main St/2<sup>nd</sup> Fl

Line Item#2---1800 Main St/3<sup>rd</sup> Fl

Line Item#3---Police Headquarters

Line Item#4---Fire Headquarters & 911

Line Item#5---City Hall

Line Item#6---Washington Square



## PROPOSAL

Proposed To: City of Columbia  
Contact: James Brigman  
Location: 1136 Washington  
Email: James.Brigman@columbiasc.gov  
Date: TBD

*Quote is for janitorial services as follows:*

- One employee for Dayporters services 260 days/ \$18.00 Per Hour/ \$37,440
- One employee for Dayporter services 52 days/ \$18.00 Per Hour/ \$5,516

Total Per Year: \$42,956

Total Per Month: \$3579.66

Acceptance of Proposal:

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Printed name of signer

A handwritten signature in dark ink, appearing to read 'Harold Angel'.

Harold Angel, Vice President  
American Facility Services, Inc.

1325 Union Hill Industrial Ct., Suite A  
Alpharetta, GA 30004  
770-740-1613



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Sole Source Agreement for Repairs, Parts, Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 3, 2023. Award to Blanchard Machinery in an amount not to exceed \$60,000.00. The vendor is located in West Columbia, SC.

**REQUISITION NO.:** R222573

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200). The original budget amount is \$60.000.00.

**ATTACHMENTS:**

- **#a:** APPROVED - 23018483 - Blanchard Agreement (PDF)

**SOLE SOURCE AGREEMENT  
GOODS and/or SERVICES AGREEMENT**

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

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

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Sixty Thousand Dollars and 00/100, (\$60,000.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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

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

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

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

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall



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

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

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

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

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

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

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

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

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

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

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

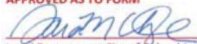
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

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

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

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

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

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC  
 09/21/2023

#### CITY OF COLUMBIA, SOUTH CAROLINA

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

#### Blanchard Machinery Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



We Are Columbia

**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** Shannon Lizewski, Director

**SUBJECT:** Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract in the amount of \$878,529.02.

**REQUISITION NO.:** R224368, R224327, R224404, R224524

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

| Item                                                                                                                                                                       | Vendor                                                         | Vehicle                                                                                                                                        | Department                 | Price               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------|
| a.                                                                                                                                                                         | Alan J Automotive Management DBA Alan J Feet Sales Sebring, FL | 2024 Ford F-250 Super Duty SRW XL 2WD with Service Body, as requested by the Fleet Services Division on August 28, 2023.                       | Traffic Engineering        | \$55,684.00         |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$55,684.00.</i>                            |                                                                |                                                                                                                                                |                            |                     |
| b.                                                                                                                                                                         | Alan J Automotive Management DBA Alan J Feet Sales Sebring, FL | (2) 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box, as requested by the Fleet Services Division on August 29, 2023.               | Water Distribution         | \$112,012.00        |
| <i>Funding Source: Utilities Water Distribution &amp; Maintenance- Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$112,012.00.</i> |                                                                |                                                                                                                                                |                            |                     |
| c.                                                                                                                                                                         | Blanchard Machinery Company, West Columbia                     | TC-14D Towmaster Fork Lifts, Truck Loader and accessories. Powered Fork Lifts, as requested by the Fleet Services Division on August 25, 2023. | Code Enforcement           | \$102,865.02        |
| <i>Funding Source: Police - Auto, Trucks, Heavy Equipment-Capital (1012409-658500). The original budget amount is 102,865.02.</i>                                          |                                                                |                                                                                                                                                |                            |                     |
| d.                                                                                                                                                                         | Love Chevrolet Columbia, SC                                    | (16) 2023 Tahoe PPV's 2WD, as requested by the Fleet Services Division on September 6, 2023.                                                   | Columbia Police Department | \$607,968.00        |
| <i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$607,968.00.</i>                           |                                                                |                                                                                                                                                |                            |                     |
| <b>Total</b>                                                                                                                                                               |                                                                |                                                                                                                                                |                            | <b>\$878,529.02</b> |

We respectfully request Council's approval for this purchase using the SC State Contract

#4400027118, #4400029875 and #4400013291

Sec. 2-204.-Item (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 provided in this article: When purchasing through state contracts

**ATTACHMENTS:**

- **#a:** October 3rd Council Memo- Fleet Requests (PDF)
- **#d:** Blandard Qote (PDF)
- **#e:** Alan J sales (PDF)
- **#f:** Alan J price quote (PDF)
- **#g:** Love Chevrolet Quote for Police (PDF)



We Are Columbia

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

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

**DATE:** October 3, 2023

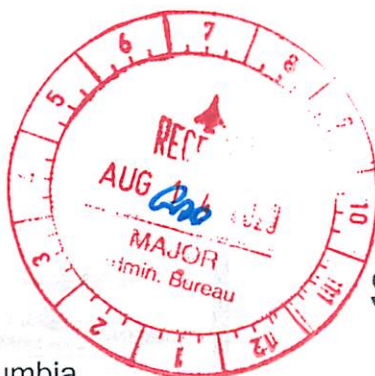
**Subject:** Recommendation for Approval for Purchase of Vehicles for Traffic Engineering, Water Distribution, Code Enforcement, and Police Department as requested by the Fleet Services Division

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of Vehicles for Traffic Engineering, Water Distribution, Code Enforcement, and Police Department.

| Item                              | Vehicle                                                                                           | Department                   | Price        | Funding Source                                                |
|-----------------------------------|---------------------------------------------------------------------------------------------------|------------------------------|--------------|---------------------------------------------------------------|
| a.                                | 2024 Ford F-250 Super Duty SRW XL 2WD with service body. Replacement for vehicle 21711            | Traffic Engineering Division | \$55,684.00  | Capital Replacement Program FY 2023-2024                      |
| b.                                | 2 – 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD Replacement for vehicles 21223 and 22622          | Water Distribution           | \$112,012.00 | Department Capital Columbia Water Distribution FY - 2023-2024 |
| c.                                | CAT 295 D3 Skid Steer, TC-14D Towmaster Trailer and Accessories. This is an addition to the Fleet | Code Enforcement             | \$102,865.02 | Department Capital Police Department FY - 2023-2024           |
| d.                                | 16 – 2023 Tahoe PPV's 2WD. Replacement for multiple PPV vehicles.                                 | Police Department            | \$607,968.00 | Capital Replacement Program FY 2023-2024                      |
| <b>Total Amount: \$878,529.02</b> |                                                                                                   |                              |              |                                                               |

This purchase utilizes the SC State Contract for vehicle purchases. Alan Jay Fleet Sales, Love Chevrolet, and Blanchard Machinery are approved vendors under the SC State Contract. The vehicles are capital replacements funded from the FY-23/24 Capital Replacement Program (item A and D) and the operating budget capital FY-23/24 (items B and C).

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



R2243

8.d

Rick Kester  
Product Support Sales Representative  
rkester@blanchardmachinery.com

## Sales Quote

Customer: City of Columbia  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

8/2/2023

|                |                             | List price |
|----------------|-----------------------------|------------|
| Trailer Model: | TC-14D                      |            |
| Trailer Type:  | TOWMASTER                   |            |
| Capacity:      |                             |            |
| Weight:        |                             |            |
| Deck Length:   |                             |            |
| Deck Width:    |                             |            |
| Beaver Tail:   |                             |            |
| Ramps:         |                             |            |
| Axles:         |                             |            |
| Brakes:        |                             |            |
| Tires:         |                             |            |
| Wheels:        |                             |            |
| Hitch:         |                             |            |
| Color:         |                             |            |
| Option:        |                             |            |
| Option:        |                             |            |
| Option:        |                             |            |
| Option:        |                             |            |
| Option:        |                             |            |
| Option:        |                             |            |
| Notes:         | State Contract # 4400013291 |            |
|                | Vendor# 7000052564          |            |
|                |                             |            |
|                | IMF Fee \$500               |            |

Dealer Representative: Rick Kester  
Phone: \_\_\_\_\_  
Dealer Rep. Signature: \_\_\_\_\_

Sale Price: \$ 12,008.02  
F.E.T.: \$ -  
F.E.T. Tire Credit: \$ -  
Freight: \$ -  
SC Sales Tax: \$ 500.00  
Total: \$ 12,508.02

3151 Charleston Hwy.  
West Columbia, SC 29172





## SALES AGREEMENT

DATE

Aug 01, 2023

Blanchard Machinery Co., 3151 Charleston Highway, Columbia, SC29202-7517 Phone: (803) 791-7100

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| PURCHASER                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            | CITY OF COLUMBIA        |                                                     |                                                                                                                                   |                                                                                |
| STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                            | PO BOX 147              |                                                     | <SAME>                                                                                                                            |                                                                                |
| S<br>O<br>L<br>D                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CITY/STATE                                                 | COLUMBIA, SC            | COUNTY                                              | RICHLAND                                                                                                                          | S<br>H<br>I<br>P                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | POSTAL CODE                                                | 29217                   | PHONE NO.                                           | 803 545 3325                                                                                                                      | P                                                                              |
| T<br>O                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | EQUIPMENT                                                  |                         | BILLY BOWERS                                        |                                                                                                                                   | T                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PRODUCT SUPPORT                                            |                         | BILLY BOWERS                                        |                                                                                                                                   | O                                                                              |
| INDUSTRY CODE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                            | LOCAL GOVERNMENT (PS93) |                                                     | PRINCIPAL WORK CODE                                                                                                               |                                                                                |
| CUSTOMER NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            | 1615500                 |                                                     | Sales Tax Exemption # (if applicable)<br>N/A                                                                                      |                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     | CUSTOMER PO NUMBER                                                                                                                |                                                                                |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| T<br>E<br>R<br>M<br>S                                                                                                                                                                                                                                                                                                                                                                                                                                                                | NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> |                         | NET ON DELIVERY <input checked="" type="checkbox"/> |                                                                                                                                   | FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CASH WITH ORDER \$0.00                                     |                         | BALANCE TO FINANCE 0.00                             |                                                                                                                                   | CONTRACT INTEREST RATE 0.00                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PAYMENT PERIOD                                             |                         | PAYMENT AMOUNT 0.00                                 |                                                                                                                                   | NUMBER OF PAYMENTS 0                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     |                                                                                                                                   | OPTIONAL BUY-OUT                                                               |
| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| MAKE: CAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            | MODEL: 259D3 AS2        |                                                     | YEAR: TBA                                                                                                                         |                                                                                |
| STOCK NUMBER: C44262                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                            | SERIAL NUMBER: TBA      |                                                     |                                                                                                                                   |                                                                                |
| 259D3 COMPACT TRACK LOADER                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                            | 512-4259                | SEAT BELT, 2"                                       |                                                                                                                                   | 542-6994                                                                       |
| CAB PACKAGE, PRO PLUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            | 588-9120                | PRODUCT LINK, CELLULAR PL641                        |                                                                                                                                   | 573-8121                                                                       |
| HYDRAULICS, PERFORMANCE, (H2)                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                            | 512-4324                | CERTIFICATION ARR, P65                              |                                                                                                                                   | 563-1163                                                                       |
| CONTROL, ISO, PROP, WT                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                            | 512-4115                | INSTRUCTIONS, ANSI, USA                             |                                                                                                                                   | 512-3765                                                                       |
| ROPS, ENCLOSED WITH A/C (C3)                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            | 512-4345                | 2                                                   |                                                                                                                                   | 000-0000                                                                       |
| DISPLAY, ADVANCED, LCD, CAMERA                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                            | 416-9265                | TRACK, RUBBER, 400MM (15.7IN) BLCK                  |                                                                                                                                   | 348-9634                                                                       |
| QUICK COUPLER, HYDRAULIC                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                            | 512-4052                | BUCKET-MP, 74", BOCE                                |                                                                                                                                   | 426-6536                                                                       |
| SEAT, AIR SUSPENSION, CLOTH, HEAT                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            | 536-9738                | 48" Pallet Forks                                    |                                                                                                                                   |                                                                                |
| FILM, TWO SPEED                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            | 568-4700                | 60" Diamond Rotary Mower                            |                                                                                                                                   |                                                                                |
| STANDARD RADIO (12V), BLUETOOTH                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            | 345-6180                |                                                     |                                                                                                                                   |                                                                                |
| RUBBER BELT, 2 SPD, D/S IDLER                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                            | 357-0230                |                                                     |                                                                                                                                   |                                                                                |
| RIDE CONTROL, NONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                            | 512-3483                |                                                     |                                                                                                                                   |                                                                                |
| BATTERY, HD, DISCONNECT, 850 CCA                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            | 560-7824                |                                                     |                                                                                                                                   |                                                                                |
| REAR LIGHTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                            | 356-6082                |                                                     |                                                                                                                                   |                                                                                |
| DOOR, CAB, POLYCARBONATE                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                            | 539-8616                |                                                     |                                                                                                                                   |                                                                                |
| TRADE-IN EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            | YEAR: _____             | SN: _____                                           | SELL PRICE \$89,857.00                                                                                                            |                                                                                |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            | AMOUNT: _____           | PAID BY: _____                                      | NET BALANCE DUE \$89,857.00                                                                                                       |                                                                                |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            | YEAR: _____             | SN: _____                                           | SC SALES TAX \$500.00                                                                                                             |                                                                                |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            | AMOUNT: _____           | PAID BY: _____                                      | AFTER TAX BALANCE \$90,357.00                                                                                                     |                                                                                |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            | YEAR: _____             | SN: _____                                           |                                                                                                                                   |                                                                                |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            | AMOUNT: _____           | PAID BY: _____                                      |                                                                                                                                   |                                                                                |
| MODEL: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            | YEAR: _____             | SN: _____                                           |                                                                                                                                   |                                                                                |
| PAYOUT TO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            | AMOUNT: _____           | PAID BY: _____                                      |                                                                                                                                   |                                                                                |
| ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.                                                                                                                                                                                                                                                                                                                                        |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.                                                                                                                                                                                                                                                                                        |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| <input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                            | INITIAL _____           |                                                     | <input type="checkbox"/> USED EQUIPMENT WARRANTY                                                                                  |                                                                                |
| The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary:<br>24 Months/2000 Hours |                                                            |                         |                                                     | All used equipment is sold as is where is and no warranty is offered or implied except as specified here:<br>Warranty applicable: |                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| CSA:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |
| NOTES: STATE CONTRACT #4400031291                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            |                         |                                                     |                                                                                                                                   |                                                                                |

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

PURCHASER

ORDER RECEIVED BY

Hoffman, Erik

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF COLUMBIA

PURCHASER

BY

SIGNATURE

TITLE

## TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** Blanchard Machinery Company ("Blanchard Machinery") shall have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery will promptly notify you of such unavailability or delay as soon as Blanchard Machinery becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders, or sales acknowledgements, are hereby rejected by Blanchard Machinery, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery unless specifically agreed to in writing by an authorized officer of Blanchard Machinery. Failure by Blanchard Machinery specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys' fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation, or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery in Section 6 of this Agreement. Blanchard Machinery shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery in its sole discretion. Purchaser understands and agrees that the late fee is subject to adjustment by Blanchard Machinery. The late fee schedule is subject to change at discretion of Blanchard Machinery. The late fee schedule is as follows: \$5 fee for past due balances of \$350 to \$1,000; \$15 fee for \$1,001 to \$2,000; \$30 fee for \$2,001 to \$3,000; \$45 fee for \$3,001 to \$5,000; \$75 fee for \$5,001 to \$10,000; \$150 fee for \$10,001 to \$20,000; \$300 fee for \$20,001 to \$50,000; \$700 fee for \$50,001 to \$75,000; and \$1,100 fee for \$75,001 to \$100,000; \$1,500 fee for \$100,001 to \$200,000; \$3,000 fee for \$200,001 to \$300,000; \$4,500 fee for \$300,001 to \$500,000; \$7,500 fee for \$500,001 and above. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery retains, and Purchaser hereby grants Blanchard Machinery, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery deems necessary for the perfection, protection and enforcement of such security interest.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery to the invoice where Blanchard Machinery has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery with any documentation necessary to support such a claim and to allow Blanchard Machinery to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend, and hold Blanchard Machinery harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery for any portion of such liabilities that result from Blanchard Machinery's fraud, bad faith, or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** Blanchard Machinery shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, pandemics, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Lexington County, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in Lexington County, South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in Lexington County, South Carolina for such purpose.
- 15. Product Link.** In the event any portion of the Equipment is equipped with Product Link, Customer understands data concerning this Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers.
- 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

This Instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.





## DIGITAL AUTHORIZATION

### CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF COLUMBIA

Company

Company (Print)

Company Representative (Print)

Signature

Aug 01, 2023

Date

Caterpillar: Confidential Green

#### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



8.e

Call Us first, for all of your Fleet Automotive, &amp; Light Truck needs.

Quote

|                                |                                         |                     |                                                            |         |
|--------------------------------|-----------------------------------------|---------------------|------------------------------------------------------------|---------|
| PHONE (800) ALANJAY (252-6529) |                                         | DIRECT 863-402-4216 | WWW.ALANJAY.COM                                            | 47811-1 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address<br>P.O. BOX 9200<br>Sebring, FL 33871-9200 |         |
|                                |                                         | FAX 863-402-4221    |                                                            |         |

ORIGINAL QUOTE DATE  
8/27/2023

## PRICE QUOTE FORM

REVISED QUOTE DATE  
8/27/2023

|                   |                        |        |                               |  |
|-------------------|------------------------|--------|-------------------------------|--|
| REQUESTING AGENCY | COLUMBIA, CITY OF (SC) |        |                               |  |
| CONTACT PERSON    | BILLY BOWERS           | EMAIL  | WILLIAM.BOWERS@COLUMBIASC.GOV |  |
| PHONE             | 803-545-3811           | MOBILE | FAX                           |  |

## PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

|                                                            |                  |      |             |
|------------------------------------------------------------|------------------|------|-------------|
| MODEL                                                      | F2A              | MSRP | \$47,285.00 |
| 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box |                  |      |             |
| CUSTOMER ID                                                | GOVERNMENT PRICE |      | \$46,266.00 |
| BED LENGTH                                                 | 8'               |      |             |

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

## FACTORY OPTIONS

## DESCRIPTION

|        |                                                       |              |
|--------|-------------------------------------------------------|--------------|
| 99A    | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                   | \$0.00       |
| 44F    | Transmission: TorqShift-G 10-Speed Automatic          | \$0.00       |
| Z1     | Oxford White                                          | \$0.00       |
| AS     | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00       |
| 153    | OPTIONS Front License Plate Bracket                   | \$0.00       |
| 18B    | Platform Running Boards                               | \$0.00       |
| 600A   | Order Code 600A                                       | \$0.00       |
| TD8    | Tires: LT245/75R17E BSW A/S                           | \$0.00       |
| X37    | 3.73 Axle Ratio                                       | \$0.00       |
| GPC SC | GOVERNMENT PRICE CONCESSION                           | (\$1,000.00) |

## FACTORY OPTIONS

(\$1,000.00)

## AFTERMARKET OPTIONS

## DESCRIPTION

|              |                                                                     |            |
|--------------|---------------------------------------------------------------------|------------|
| CD FEE       | COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY. | \$636.00   |
| MF 8272023 A | ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE                | \$9,782.00 |

## AFTERMARKET OPTIONS

\$10,418.00

## TRADE IN

## TOTAL COST

\$55,684.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

## TOTAL COST LESS TRADE IN(S)

QTY

1

\$55,684.00

Estimated Annual payments for 60 months paid in advance: \$12,470.93

Municipal finance for any essential use vehicle, requires lender approval, WAC.

## Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.





Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' BoxMSRP:\$44,970.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

| CODE    | MODEL                                                              | MSRP        |
|---------|--------------------------------------------------------------------|-------------|
| F2A     | [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box | \$44,970.00 |
| OPTIONS |                                                                    |             |
| 153     | Front License Plate Bracket                                        | \$0.00      |
| 18B     | Platform Running Boards                                            | \$320.00    |
| 44F     | Transmission: TorqShift-G 10-Speed Automatic                       | \$0.00      |
| 600A    | Order Code 600A                                                    | \$0.00      |
| 99A     | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                                | \$0.00      |

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Data Version: 20293. Data Updated: Aug 26, 2023 7:28:00 PM PDT.



Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box ( Complete )

|                    |                                                       |             |
|--------------------|-------------------------------------------------------|-------------|
| AS                 | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00      |
| TD8                | Tires: LT245/75Rx17E BSW A/S                          | \$0.00      |
| X37                | 3.73 Axle Ratio                                       | \$0.00      |
| Z1                 | Oxford White                                          | \$0.00      |
| SUBTOTAL           |                                                       | \$45,290.00 |
| Adjustments Total  |                                                       | \$0.00      |
| Destination Charge |                                                       | \$1,995.00  |
| TOTAL PRICE        |                                                       | \$47,285.00 |

|                                |
|--------------------------------|
| FUEL ECONOMY                   |
| Est City:N/A                   |
| Est Highway:N/A                |
| Est Highway Cruising Range:N/A |

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)                                                                                        |
| Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD) |
| 3.73 Axle Ratio (STD)                                                                                                                            |
| GVWR: 10,000 lb Payload Package                                                                                                                  |
| 50-State Emissions System                                                                                                                        |
| Transmission w/Oil Cooler                                                                                                                        |
| Rear-Wheel Drive                                                                                                                                 |
| 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection                                                                                  |
| 160 Amp Alternator                                                                                                                               |
| Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control                                                                  |
| Trailer Wiring Harness                                                                                                                           |
| 4268# Maximum Payload                                                                                                                            |
| HD Shock Absorbers                                                                                                                               |
| Front Anti-Roll Bar                                                                                                                              |
| Firm Suspension                                                                                                                                  |
| Hydraulic Power-Assist Steering                                                                                                                  |
| 34 Gal. Fuel Tank                                                                                                                                |
| Single Stainless Steel Exhaust                                                                                                                   |
| Front Suspension w/Coil Springs                                                                                                                  |
| Solid Axle Rear Suspension w/Leaf Springs                                                                                                        |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control                                               |

Exterior

|                                                                                 |
|---------------------------------------------------------------------------------|
| Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments      |
| Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD) |
| Regular Box Style                                                               |
| Steel Spare Wheel                                                               |
| Full-Size Spare Tire Stored Underbody w/Crankdown                               |
| Clearcoat Paint                                                                 |

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✔ Complete)

## Exterior

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Boxside Steps

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

## Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

2 LCD Monitors In The Front

## Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (✔ Complete)

Interior

- FordPass Connect 5G Mobile Hotspot Internet Access
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
Tire Specific Low Tire Pressure Warning  
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch  
Safety Canopy System Curtain 1st Row Airbags  
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters  
Back-Up Camera

WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

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8.f

Call Us first, for all of your Fleet Automotive, &amp; Light Truck needs.

Quote

|                                |                                         |                     |                                                         |
|--------------------------------|-----------------------------------------|---------------------|---------------------------------------------------------|
| PHONE (800) ALANJAY (252-6529) | DIRECT 863-402-4216                     | WWW.ALANJAY.COM     | 47813-1                                                 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address P.O. BOX 9200<br>Sebring, FL 33871-9200 |
|                                | FAX 863-402-4221                        |                     |                                                         |

ORIGINAL QUOTE DATE  
8/27/2023

## PRICE QUOTE FORM

REVISED QUOTE DATE  
8/27/2023

|                   |                               |
|-------------------|-------------------------------|
| REQUESTING AGENCY | COLUMBIA, CITY OF (SC)        |
| CONTACT PERSON    | BILLY BOWERS                  |
| PHONE             | 803-545-3811                  |
|                   | MOBILE                        |
|                   | FAX                           |
| EMAIL             | WILLIAM.BOWERS@COLUMBIASC.GOV |

## PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

|             |                                                             |                  |             |
|-------------|-------------------------------------------------------------|------------------|-------------|
| MODEL       | X2A                                                         | MSRP             | \$52,745.00 |
|             | 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box |                  |             |
| CUSTOMER ID |                                                             | GOVERNMENT PRICE | \$51,588.00 |
| BED LENGTH  | 8'                                                          |                  |             |

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

## FACTORY OPTIONS

## DESCRIPTION

|        |                                                       |              |
|--------|-------------------------------------------------------|--------------|
| 99A    | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                   | \$0.00       |
| 44F    | Transmission: TorqShift-G 10-Speed Automatic          | \$0.00       |
| Z1     | Oxford White                                          | \$0.00       |
| AS     | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00       |
| 153    | OPTIONS Front License Plate Bracket                   | \$0.00       |
| 18B    | Platform Running Boards                               | \$0.00       |
| 600A   | Order Code 600A                                       | \$0.00       |
| 64A    | Wheels: 17" Argent Painted Steel                      | \$0.00       |
| TD8    | Tires: LT245/75Rx17E BSW A/S                          | \$0.00       |
| X37    | 3.73 Axle Ratio                                       | \$0.00       |
| GPC SC | GOVERNMENT PRICE CONCESSION                           | (\$1,000.00) |

## FACTORY OPTIONS

(\$1,000.00)

## AFTERMARKET OPTIONS

## DESCRIPTION

|              |                                                                     |            |
|--------------|---------------------------------------------------------------------|------------|
| CD FEE       | COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY. | \$636.00   |
| MF 8272023 A | ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE                | \$9,782.00 |

## AFTERMARKET OPTIONS

\$10,418.00

## TRADE IN

## TOTAL COST

\$61,006.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

## TOTAL COST LESS TRADE IN(S)

QTY

1

\$61,006.00

Estimated Annual payments for 60 months paid in advance: \$13,662.83

Municipal finance for any essential use vehicle, requires lender approval, WAC.

## Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER

matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete )



Note:Photo may not represent exact vehicle or selected equipment.

## Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box

MSRP:\$50,305.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

| CODE    | MODEL                                                               | MSRP        |
|---------|---------------------------------------------------------------------|-------------|
| X2B     | [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box | \$50,305.00 |
| OPTIONS |                                                                     |             |
| 153     | Front License Plate Bracket                                         | \$0.00      |
| 18B     | Platform Running Boards                                             | \$445.00    |
| 44F     | Transmission: TorqShift-G 10-Speed Automatic                        | \$0.00      |
| 600A    | Order Code 600A                                                     | \$0.00      |
| 64A     | Wheels: 17" Argent Painted Steel                                    | \$0.00      |

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box ( Complete )

|                    |                                                       |             |
|--------------------|-------------------------------------------------------|-------------|
| 99A                | Engine: 6.8L 2V DEVCT NA PFI V8 Gas                   | \$0.00      |
| AS                 | Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat | \$0.00      |
| TD8                | Tires: LT245/75Rx17E BSW A/S                          | \$0.00      |
| X37                | 3.73 Axle Ratio                                       | \$0.00      |
| Z1                 | Oxford White                                          | \$0.00      |
| SUBTOTAL           |                                                       | \$50,750.00 |
| Adjustments Total  |                                                       | \$0.00      |
| Destination Charge |                                                       | \$1,995.00  |
| TOTAL PRICE        |                                                       | \$52,745.00 |

|                                |  |  |
|--------------------------------|--|--|
| FUEL ECONOMY                   |  |  |
| Est City:N/A                   |  |  |
| Est Highway:N/A                |  |  |
| Est Highway Cruising Range:N/A |  |  |



Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete )

Standard Equipment

Mechanical

|                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)                                                                                           |
| Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD) |
| 3.73 Axle Ratio (STD)                                                                                                                               |
| GVWR: 10,000 lb Payload Package                                                                                                                     |
| 50-State Emissions System                                                                                                                           |
| Transmission w/Oil Cooler                                                                                                                           |
| Electronic Transfer Case                                                                                                                            |
| Part-Time Four-Wheel Drive                                                                                                                          |
| 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection                                                                                     |
| 160 Amp Alternator                                                                                                                                  |
| Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control                                                                     |
| Trailer Wiring Harness                                                                                                                              |
| 3457# Maximum Payload                                                                                                                               |
| HD Shock Absorbers                                                                                                                                  |
| Front Anti-Roll Bar                                                                                                                                 |
| Firm Suspension                                                                                                                                     |
| Hydraulic Power-Assist Steering                                                                                                                     |
| 34 Gal. Fuel Tank                                                                                                                                   |
| Single Stainless Steel Exhaust                                                                                                                      |
| Auto Locking Hubs                                                                                                                                   |
| Front Suspension w/Coil Springs                                                                                                                     |
| Solid Axle Rear Suspension w/Leaf Springs                                                                                                           |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control                                                  |

Exterior

|                                                                                  |
|----------------------------------------------------------------------------------|
| Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD) |
| Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)  |
| Regular Box Style                                                                |
| Steel Spare Wheel                                                                |

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

8.f

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Reverse Opening Rear Doors

Tailgate/Rear Door Lock Included w/Power Door Locks

Boxside Steps

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

## Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

2 LCD Monitors In The Front

## Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete )

| Interior |                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat                                                                                               |
|          | Manual Tilt/Telescoping Steering Column                                                                                                                        |
|          | Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer |
|          | Power Rear Windows                                                                                                                                             |
|          | FordPass Connect 5G Mobile Hotspot Internet Access                                                                                                             |
|          | Rear Cupholder                                                                                                                                                 |
|          | Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button                                                                          |
|          | Cruise Control w/Steering Wheel Controls                                                                                                                       |
|          | Manual Air Conditioning                                                                                                                                        |
|          | HVAC -inc: Underseat Ducts                                                                                                                                     |
|          | Illuminated Locking Glove Box                                                                                                                                  |
|          | Interior Trim -inc: Chrome Interior Accents                                                                                                                    |
|          | Full Cloth Headliner                                                                                                                                           |
|          | Urethane Gear Shifter Material                                                                                                                                 |
|          | HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar                                                    |
|          | Day-Night Rearview Mirror                                                                                                                                      |
|          | Passenger Visor Vanity Mirror                                                                                                                                  |
|          | Full Overhead Console w/Storage and 2 12V DC Power Outlets                                                                                                     |
|          | Front Map Lights                                                                                                                                               |
|          | Fade-To-Off Interior Lighting                                                                                                                                  |
|          | Full Vinyl/Rubber Floor Covering                                                                                                                               |
|          | Pickup Cargo Box Lights                                                                                                                                        |
|          | Smart Device Remote Engine Start                                                                                                                               |
|          | Instrument Panel Covered Bin and Dashboard Storage                                                                                                             |
|          | Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down                                                                                                   |
|          | Delayed Accessory Power                                                                                                                                        |
|          | Power Door Locks                                                                                                                                               |
|          | Driver Information Center                                                                                                                                      |
|          | Trip Computer                                                                                                                                                  |

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

8.f

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Interior

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets

Air Filtration

## Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Back-Up Camera

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART 803-513-5905

dlockhart@loveauto.co

STATE CONTRACT REF#4400031134

16 WHITE PPV TAHOES @37998.00 TOTAL=\$607968.00

2023 CHEVROLET TAHOE PPV 2WD

(includes S.C. IMF FEE and DMV Temp Tags)

INCLUDES:

NO UPFIT AMOUNT INCLUDED IN THIS QUOTE

EXTERIOR WHITE

INTERIOR EBONY /VINYL

9C1 POLICE PURSUIT PACKAGE  
HEAVY DUTY AIR FILTER  
250 AMP HIGH OUTPUT ALTERNATOR  
BATTERY 850 CCA  
HEAVY DUTY COOLING SYSTEM  
760 CCA BATTERY-AUXILLARY  
Z56 HEAVY DUTY POLICE RATED SUSPENSION  
FRONT SKID PLATES  
GVWR 7400 LBS  
NO LUGGAGE RACK  
SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION  
5.3L GAS V8 ENGINE ENGINE  
10 SPEED AUTOMATIC TRANSMISSION  
A/C-CLIMATE CONTROL  
TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL  
POWER WINDOWS AND DOOR LOCKS  
POWER HEATED EXTERIOR MIRRORS  
KEYLESS REMOTES (6)  
KEYLESS ENTRY  
KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC  
CLOTH FRONT BENCH 40/20/40 SEATS  
POWER DRIVERS SIDE  
FRONTAL AIR BAGS  
SIDE IMPACT AND ROOF RAIL AIR BAGS  
VINYL FLOOR COVERING  
SECOND ROW VINYL SPLIT BENCH SEAT  
NO THIRD ROW SEATING  
LOCKING DIFFERENTIAL  
CALIBRATION FOR TAIL LAMP FLASHER  
FLASHER SYSTEM FOR HEADLAMP AND TAIL LAMP  
WIRING FOR GRILLE LAMPS AND SPEAKER  
WIRING FOR HORN AND SIREN CIRCUIT  
WIRING FOR AUXILLARY SPEAKER  
ENGINE OIL COOLER  
TRANSMISSION COOLING SYSTEM  
3:23 REAR AXLE  
8" AM/FM STEREO RADIO TOUCHSCREEN  
DRIVERS INFORMATION CENTER  
BLUETOOTH CAPABLE

REAR VISION CAMERA

LEFT HAND SPOTLIGHT

20"PAINTED BLACK STEEL WHEELS

20" BW FIREHAWK PURSUIT RATED TIRES 275/55R20

FRONT FASCIA HIGH APPROACH ANGLE

TRAILER HITCH AND WIRING

BLACK ASSIST STEPS

MANUAL REAR LIFTGATE



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We Are Columbia

---

**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve Contract Amendment #5 for Project SS735001; Phase I Crane Creek Upper North Branch Extension and Lower North Branch Capacity Upgrade, as requested by Columbia Water on August 3, 2023. Award to AECOM in the amount of \$154,901.00. This firm is located in Columbia, SC.

**REQUISITION NO.:** R173033

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Crane Creek Extension/Upgrade - Capital Project Costs (5529999-SS735001-658650). The current budget amount is \$1,287,545.00. The budget amount for this amendment is \$154,901.00. The total revised budget amount is \$1,442,446.00.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** Yes

**PURPOSE:**

This is a Mentor Protégé Program project. AECOM is the mentor and will provide design services to include drawings, specifications, in biddable set of contract documents for the additional effort for the redesign of Lorrick Road Crossing at 57.02% (\$88,328.00) of the amendment amount.

DESA, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide assistance with permitting, monitoring, construction observation and administration services at 34.59% (\$53,573.00) of the amendment amount.

The following sub consultants will provide additional services:

Terracon Consultants of Columbia, SC, will provide wetland delineation and permitting services at 8.39% (\$13,000.00) of the amendment amount.



Contract Amendment #5 is requested to provide funding for the redesign of the Lorrick Road Crossing, re-permitting of wetlands, delineation and permitting of additional wetlands, and additional efforts during bidding, construction and close-out.

**ATTACHMENTS:**

- **#a:** Memo for SS735001 CC North & Lower N. Branch Cap. Upgrade Ph1 (PDF)
- **#b:** PO Mod CA#5 SS735001 (PDF)
- **#c:** CA#5 SS7350 CC Upper North and Lower North Branch Capacity Upgrade Signed (PDF)

**Contract Amendment #5**

SS735001 Phase I - Crane Creek Upper North Branch Extension  
and Lower North Branch Capacity Upgrade

AECOM

August 22, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) executed February 2, 2016 (Agreement) for the redesign of the Lorrick Road Crossing, re-permitting of wetlands, delineation and permitting of additional wetlands, and additional efforts during bidding construction and close-out.

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

Current and Proposed Change and Basis for Payment:

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Original Contract Amount (Term from February 25, 2016 to December 31, 2019; Purchase Order# P156843):               | \$1,239,595.00        |
| Amendment #1 (Funding Increase; Time Extension from December 31, 2019 to May 30, 2020; Purchase Order# P156843):    | \$47,950.00           |
| Amendment #2 (Time Extension from September 30, 2020 to June 30, 2022; Purchase Order# P156843):                    | \$0.00                |
| Amendment #3 (Time Extension from July 1, 2022 to June 30, 2024; Purchase Order# P156843):                          | \$0.00                |
| Contract Amendment #4 (Reallocate remaining funds from Task 600 and transfer to Task 800; Purchase Order# P156843): | \$0.00                |
| <b>Current Contract Amount:</b>                                                                                     | <b>\$1,287,545.00</b> |
| <b>This Contract Amendment #5 (Funding Increase; Purchase Order# P156843):</b>                                      | <b>\$154,901.00</b>   |
| <b>Revised Contract Amount:</b>                                                                                     | <b>\$1,442,446.00</b> |

This Change is Acceptable:

**Name of Firm**

AECOM

**City of Columbia**

Office of the City Manager

Gary L. Freeman, Sr., P.E., Vice President

Teresa Wilson, City Manager

Print Name



Signature

Signature

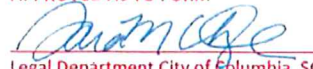
8/25/2023

Date

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

08/24/2023

## **COST CHANGE AMENDMENT DETAILS - CA #5**

**PROJECT NAME: Crane Creek Upper North Branch Extension and Lower North Branch  
Capacity Upgrade Phase I  
CIP NUMBER: SS7350**

### **I. SCOPE ADDITION/DELETION**

The following changes in existing Task 500.1, Task 600.1, Task 600.2, Task 700.1, Task 700.2, Task 800.1, Task 800.2, Task 1000.1 and Task 1000.2 are required.

#### **Task 500.2 – Final Design – CC Lower**

The original design for the Lower North Branch Capacity Upgrade Phase I included the crossing of Lorrick Road. The City is currently coordinating with the South Carolina Department of Transportation (SCDOT) on the SCDOT Lorrick Road at Crane Creek Bridge Replacement Project. As a result, this project will now terminate at MH 91+96.98 as shown on the current drawings. AECOM will modify the plans and bid form to reflect this change.

Total recommended budget change for this work: **\$3,945**

#### **Task 600.1 – Permit and Property – CC Upper**

AECOM is contracted to provide Permit and Property services. Included in these services is the obtainment of a permit from the United States of America Corps of Engineers (USACE). AECOM obtained the permit; however, due to delays in obtaining permission to survey, in obtaining easements and lack of available funding for the project, it is necessary to re-permit the project.

The following task are required to perform this work:

- 1) Desktop Review, Field Delineation and Collection of Data Points
- 2) Locating of Wetlands of the United States and Preparation of Depictions of Aquatic Resources Maps
- 3) Site Visit for Wetland Delineation Verification
- 4) Preparation of Resubmittal Pre-Construction Notice Nationwide Permit Request Package for submittal to USACE Section 40 Nationwide Permit and SCDHEC Section 401 WQC

The re-permitting will require additional effort on the part of AECOM.

Total recommended budget change for this work: **\$9,870**

AECOM is contracted to provide Permit and Property services. Included in these services is the obtainment of a permit from Richland County. AECOM obtained the permit; however, due to delays in obtaining permission to survey, in obtaining easements and lack of available funding for the project, it is necessary to re-permit the project. The re-permitting will require additional effort on the part of AECOM.

Total recommended budget change for this work: **\$3,710**

**Task 600.2 – Permit and Property – CC Lower**

AECOM is contracted to provide Permit and Property services. Included in these services is the obtainment of a permit from the United States of America Corps of Engineers (USACE). AECOM obtained the permit; however, due to delays in obtaining permission to survey, in obtaining easements and lack of available funding for the project, it is necessary to re-permit the project.

Reinspection of the project wetlands revealed a significant change in the environment surrounding the project area. The property owner has made a series of alterations to the land which has resulted in an increase in the volume of wetlands impacted by this proposed project. The original wetlands delineation was performed in the Fall of 2018 with a total of 7 locations of wetlands impacts. Reinspection of the project in Spring 2023 resulted in a total of 19 locations of wetlands impacts. An impact sketch is required for each impact; therefore, 12 additional easement sketches are required for the project.

The following task are required to perform this work:

- 1) Desktop Review, Field Delineation and Collection of Data Points
- 2) Locating of Wetlands of the United States and Preparation of Depictions of Aquatic Resources Maps
- 3) Site Visit for Wetland Delineation Verification
- 4) 12 additional wetlands impact sketches
- 5) Preparation of Resubmittal Pre-Construction Notice Nationwide Permit Request Package for submittal to USACE Section 40 Nationwide Permit and SCDHEC Section 401 WQC

The re-permitting will require additional effort on the part of AECOM.

Total recommended budget change for this work: **\$21,220**

AECOM is contracted to provide Permit and Property services. Included in these services is the obtainment of a permit from Richland County. AECOM obtained the permit; however, due to delays in obtaining permission to survey, in obtaining easements and lack of



available funding for the project, it is necessary to re-permit the project. The re-permitting will require additional effort on the part of AECOM.

Total recommended budget change for this work: **\$3,710**

**Task 700.1 – Bidding Assistance – CC Upper**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$9,990.00 in the contract for Task 700.1. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$1,915**

**Task 700.2 – Bidding Assistance – CC Lower**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$9,990.00 in the contract for Task 700.2. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$1,915**

**Task 800.1 – Engineering During Construction – CC Upper**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$260,133.70 in the contract for Task 800.1. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$49,867.63**

**Task 800.2 – Engineering During Construction – CC Lower**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$283,677.98 in the contract for Task 800.2. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$54,381.37**

#### **Task 1000.1 – Project Close-Out – CC Upper**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$8,940.00 in the contract for Task 1000.1. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$1,714**

#### **Task 1000.2 – Project Close-Out – CC Lower**

The original contract for this work was signed and a Notice to Proceed issued on February 25, 2016, and construction was to be completed in 2018. Due to delays in obtaining permission to survey, in obtaining easements and lack of available funding, construction has not begun. The earliest anticipated construction start is 2023 with a finish in 2024. There is \$8,940.00 in the contract for Task 1000.2. Inflation between 2016 and 2022 has averaged 2.97% per year for a total change of 19.17%. This request includes additional funding be applied to remaining services to be rendered during construction.

Total recommended budget change for this work: **\$2,653**

## **II. COMPENSATION**

The following changes to the initial SS7424 contract are recommended for this proposed amendment:

- Task 500.2 – Final Design – CC Lower - \$3,945.00
- Task 600.1 – Permit and Property – CC Upper – \$13,580.00
- Task 600.2 – Permit and Property – CC Lower - \$24,930.00

- Task 700.1 – Bidding Assistance – CC Upper - \$1,915.00
- Task 700.2 – Bidding Assistance – CC Lower - \$1,915.00
- Task 800.1 – Engineering During Construction – CC Upper - \$49,867.63
- Task 800.2 – Engineering During Construction – CC Lower - \$54,381.37
- Task 1000.1 – Project Close-Out – CC Upper - \$1,714.00
- Task 1000.2 – Project Close-Out – CC Lower - \$2,653.00

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

- Task 100.1 - \$46,850
- Task 100.2 - \$94,390
- Task 200.1 - \$31,780
- Task 200.2 - \$30,015
- Task 310.1 & 320.1 - \$7,925
- Task 310.2 & 320.2 - \$63,530
- Task 320.1 - \$5,400 (Unit Price/Exhibit)
- Task 320.2 - \$11,700 (Unit Price/Exhibit)
- Task 400.1 - \$17,550
- Task 400.2 - \$20,550
- Task 500.1 - \$45,200
- Task 500.2 - \$139,500
- Task 600.1 - \$72,511.30
- Task 600.2 - \$98,027.02
- Task 650.1 - \$1,500 (NTE)
- Task 650.2 - \$2,000 (NTE)
- Task 700.1 - \$11,905
- Task 700.2 - \$11,905
- Task 800.1 - \$310,001.33
- Task 800.2 - \$338,059.35
- Task 1000 .1- \$10,654
- Task 1000.2 - \$16,493



- Task 1110.1 - \$25,000 (Hourly NTE)
- Task 1110.2 - \$30,000 (Hourly NTE)
- Total - \$1,431,645

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

| Task Number        | Task Title                                            | Original Contract | Previous Amendments | Current Amendment | New Contract Value |
|--------------------|-------------------------------------------------------|-------------------|---------------------|-------------------|--------------------|
| Task 100.1         | Evaluation and Design Phase Administration – CC Upper | \$46,850          | \$0                 | \$0               | \$46,850           |
| Task 100.2         | Evaluation and Design Phase Administration – CC Lower | \$94,390          | \$0                 | \$0               | \$94,390           |
| Task 200.1         | Preliminary Planning and Investigation – CC Upper     | \$24,530          | \$7,250             | \$0               | \$31,780           |
| Task 200.2         | Preliminary Planning and Investigation – CC Lower     | \$30,015          | \$0                 | \$0               | \$30,015           |
| Task 310.1 & 330.1 | Survey and Utility Mapping – CC Upper                 | \$0               | \$7,925             | \$0               | \$7,925            |
| Task 310.2 & 330.2 | Survey and Utility Mapping – CC Lower                 | \$63,530          | \$0                 | \$0               | \$63,530           |
| Task 320.1         | Property Research and Easement Exhibits – CC Upper    | \$3,600           | \$1,800             | \$0               | \$5,400            |
| Task 320.2         | Property Research and Easement Exhibits – CC Lower    | \$11,700          | \$0                 | \$0               | \$11,700           |
| Task 400.1         | Geotechnical Investigation – CC Upper                 | \$17,550          | \$0                 | \$0               | \$17,550           |
| Task 400.2         | Geotechnical Investigation – CC Lower                 | \$20,550          | \$0                 | \$0               | \$20,550           |
| Task 500.1         | Final Design – CC Upper                               | \$38,875          | \$6,325             | \$0               | \$45,200           |
| Task 500.2         | Final Design – CC Lower                               | \$135,555         | \$0                 | \$3,945           | \$139,500          |
| Task 600.1         | Permits and Property – CC Upper                       | \$56,390          | \$2,541.30          | \$13,580.00       | \$72,511.30        |



| Task Number      | Task Title                                          | Original Contract  | Previous Amendments | Current Amendment   | New Contract Value    |
|------------------|-----------------------------------------------------|--------------------|---------------------|---------------------|-----------------------|
| Task 600.2       | Permits and Property – CC Lower                     | \$97,350           | \$(24,252.98)       | \$24,930            | \$98,027.02           |
| Task 650.1       | Permits NTE Fees – CC Upper                         | \$1,500            | \$0                 | \$0                 | \$1,500               |
| Task 650.2       | Permits NTE Fees – CC Lower                         | \$2,000            | \$0                 | \$0                 | \$2,000               |
| Task 700.1       | Bidding and Award – CC Upper                        | \$9,990            | \$0                 | \$1,915             | \$11,905              |
| Task 700.2       | Bidding and Award – CC Lower                        | \$9,990            | \$0                 | \$1,915             | \$11,905              |
| Task 800.1       | Engineering Services During Construction – CC Upper | \$238,025          | \$22,108.70         | \$49,867.63         | \$310,001.33          |
| Task 800.2       | Engineering Services During Construction – CC Lower | \$259,425          | \$24,252.98         | \$54,381.37         | \$338,059.35          |
| Task 1000.1      | Project Closeout – CC Upper                         | \$8,940            | \$0                 | \$1,714             | \$10,654              |
| Task 1000.2      | Project Closeout – CC Lower                         | \$13,840           | \$0                 | \$2,653             | \$16,493              |
| Task 1110.1      | Additional Services – CC Upper                      | \$25,000           | \$0                 | \$0                 | \$25,000              |
| Task 1110.2      | Additional Services – CC Lower                      | \$30,000           | \$0                 | \$0                 | \$30,000              |
| <b>Total Fee</b> |                                                     | <b>\$1,239,595</b> | <b>\$47,950</b>     | <b>\$154,901.00</b> | <b>\$1,442,446.00</b> |

### III. SCHEDULE

No change to the current completion date of June 30, 2024

### IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm, CECS as a sub-consultant Firm, for a Protégé percentage of 27.14% and total combined Protégé/Sub-consultant fee of 27.6%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will make the Protégé participation 27.04%.

|                                  | Total Contract Amount | DESA Amount (Protégé) | % of Contract Amount | CECS Amount (Sub-consultant) | % of Contract Amount | Terracon Amount (Sub-consultant) | % of Contract Amount |
|----------------------------------|-----------------------|-----------------------|----------------------|------------------------------|----------------------|----------------------------------|----------------------|
| Original Contract                | \$1,239,595           | \$336,400             | 27.1%                | \$5,530                      | 0.5%                 | N/A                              | N/A                  |
| CA#1                             | \$47,950              | \$0                   | 0.0%                 | \$20,000                     | 41.7%                | N/A                              | N/A                  |
| CA#2*                            | \$0                   | \$0                   | 0.0%                 | \$0                          | 0.0%                 | N/A                              | N/A                  |
| CA#3*                            | \$0                   | \$0                   | 0.0%                 | \$0                          | 0.0%                 | N/A                              | N/A                  |
| CA#4**                           | \$0                   | \$0                   | 0.0%                 | \$0                          | 0.0%                 | N/A                              | N/A                  |
| CA#5                             | \$154,901.00          | \$53,573              | 34.59%               | \$0                          | 0.0%                 | \$13,000                         | 8.39%                |
| <b>New Total Contract Amount</b> | <b>\$1,442,446.00</b> | <b>\$389,973</b>      | <b>27.04%</b>        | <b>\$25,530</b>              | <b>1.77%</b>         | <b>\$13,000</b>                  | <b>0.90%</b>         |

\*CA#2 and CA#3 were time extension amendments.

\*\*CA#4 was No Cost amendment to balance funding.



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Professional Services Agreement for Project WM4755; Water Quality Professional Services, as requested by Columbia Water on August 30, 2023. Award to Black and Veatch Corporation in an amount not to exceed \$100,000.00. The term of the agreement will commence as defined in the Notice to Proceed and end on June 30, 2024 with one additional one-year renewal period. This firm is located in Columbia, SC.

**REQUISITION NO.:** R223644

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water Compliance - Consultant Fees/Contract (5516230 - 636700). The original budget amount is \$100,000.00.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** No

**PURPOSE:**

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide water production process optimization evaluation recommendations and operator training services at 80.00% (\$80,000.00) of the total contract amount.

Howard Engineering, Inc., a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide electrical and instrumentation consulting and construction management services at 20% (\$20,000.00) of the total contract amount.

There were ten (10) responses to RFQu001-19-20-JAG Major and Minor Water Distribution Plant Services, Category IV Water Treatment Plant Projects.

**ATTACHMENTS:**

- **#a:** MTMemo.WM4755WaterConsultingProfessionalServices (PDF)
- **#b:** Agreement Black&Veatch WM4755 Water Quality Consulting RFQ001-19-20-JAG (PDF)



We Are Columbia

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

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

**DATE:** 9/26/2023

**Subject:** Recommendation for Approval  
Professional Services Contract – Black & Veatch Corporation  
WM4755 – Water Quality Professional Services

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The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with Black & Veatch Corporation to provide funding for water quality consulting in support of the work performed at Canal and Lake Murray Water Treatment Plants and in the distribution system. The amount of this contract is \$100,000.00.

This is a new agreement for these services for fiscal year 2023-2024. The purpose of this project is to assist the City of Columbia in reviewing water quality data for achieving compliance and provide guidance on upcoming regulatory requirements. The project will include the participation in technical Water Quality Committee meetings and further training for our operations, field and laboratory staff primarily at the WTPs. The services performed as a part of this Scope of Service include providing technical engineering support to the City by reviewing available data, preparing and evaluating alternatives, developing a recommended optimization plan for plant treatment processes, and preparing a report of findings and recommendations. Following approval of the report by the City, the Consultant will provide final findings and recommendations.

Additionally, this is a Mentor/ Protégé project. The Mentor, Black & Veatch, responsibilities will include attendance in the City's monthly Water Quality Committee meetings, provide water production process optimization evaluation recommendations, provide operator training for the water treatment process, and provide any additional water quality services on an on-call basis for \$80,000.00 (80.00%) of the total contract. The Protégé will be Howard Engineering, a WBE/MBE business located in Columbia, SC, will provide on-call inspection service or assessment services, and assist with water quality training for a total of \$20,000.00 (20.00%) of total contract.

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

Black & Veatch Corporation  
WM4755 Water Quality Professional Services



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ001-19-20-JAG Major and Minor Water Distribution Systems Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black and Veatch Corporation, (hereinafter referred to as the "Consultant,"), to provide routine water quality consulting support for the Canal and Lake Murray Water Treatment Plants and the distribution system for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term through June 30, 2024, with the option to continue with work for one (1) additional one (1) year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.



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C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The



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Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

|          |              |   |
|----------|--------------|---|
| SB Goals | <u>N/A</u>   | % |
| MBE      | <u>20.00</u> | % |
| WBE      | <u>N/A</u>   | % |
| LSA      | <u>N/A</u>   | % |

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

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beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

## 8. **INDEMNIFICATION & INSURANCE**

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

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

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

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

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

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

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

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

9. **PERMITS & LICENSES**

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

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

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

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

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

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

A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise

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

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

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



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13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

**City of Columbia**

Name: Office of Procurement and Contracts  
 Title: Purchasing Agent  
 Address: 1800 Main Street  
 Second Floor  
 Columbia, SC 29201  
 Phone: (803) 545-3470  
 Fax: (803) 758-1013  
 Email: [procurement@columbiasc.gov](mailto:procurement@columbiasc.gov)

**Black and Veatch Corporation**

Name: Don Franklin  
 Title: Senior Engineering Manager  
 Address: 1411 Gervais Street, Suite 125  
 Columbia, SC, 29201  
 Phone: (803)-403-8603  
 Fax: N/A  
 Email: [franklinde@bv.com](mailto:franklinde@bv.com)

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

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- copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

#### 17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this

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Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

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- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
  2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
  3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative

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- steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement,

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Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE  
FOLLOWS***



Black & Veatch Corporation  
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Witness the parties' respective hands and seals on the date first written below.

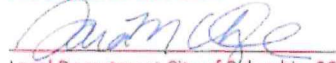
**CITY OF COLUMBIA, SOUTH CAROLINA**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Teresa Wilson, City Manager**

**Date:** \_\_\_\_\_

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC  
09/15/2023

**BLACK AND VEATCH CORPORATION**

William J. Wells  
**Print: Name/Title**  
Vice President  
**(Corporate Seal)**

William J. Wells  
**Signature**

**Date:** 9/19/23

**Attest**

Andrea C. Bernica  
**Signature**



**Date:** 9-19-23

Black & Veatch Corporation  
WM4755 Water Quality Professional Services

**List of Exhibits**

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

**EXHIBIT A  
SCOPE OF SERVICES  
BLACK & VEATCH CORPORATION  
WATER QUALITY CONSULTING FOR FISCAL YEAR 2023-2024 (WM4755)**

Project Description: Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Agreement applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide routine water quality consulting services as requested by the City's staff for the Canal and Lake Murray Water Treatment Plants and the distribution system.

Work shall begin upon execution of this Agreement. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Engineer will provide the following specific tasks to perform the Project:

**TASK 100 – GENERAL PROJECT ADMINISTRATION**

Task 100 includes the following subtasks:

- Provide monthly progress reports, invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
- Communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work.

**TASK 200 – WATER QUALITY COMMITTEE**

Engineer will participate and attend the City's monthly Water Quality Committee meetings. These meetings will include a review of monthly water quality data from the treatment facilities and in the distribution system, as well as a discussion of operational issues, regulatory responsibilities, and associated water quality items. A total of twelve (12) meetings are anticipated. One (1) meeting will be extended to include a detailed review and presentation of the final process optimization evaluation findings.

**TASK 300 - PROCESS OPTIMIZATION EVALUATION RECOMMENDATIONS**

Task 300 includes the following subtasks:

- Review of Water Production Information and Update of Database – The water production information for the previous year will be reviewed and the existing database of water production will be updated. This information will be compared to the demand projections developed as part of the 2014 Process Optimization Evaluations for the Canal and Lake Murray Water Treatment Plants. Observations and recommendations will be provided addressing the timing and priority of current capacity driven Capital Improvement Program projects.

- Review of Water Quality and Current / Pending Regulatory Issues – Engineer will review the previous year’s water quality data and provide comments on compliance status with current and future or potential regulatory requirements. The current Capital Improvement Program project will be reviewed with respect to regulatory or water quality driven projects and recommendations provided to reflect any necessary adjustments.
- Review of Current Water Production and Water Quality – Engineer will request data at intervals during the year and identify areas of focus during Water Quality Committee meetings.
- Documentation - A Technical Memorandum will be developed to document the results of the review and evaluation of water production and water quality and regulatory issues. A review meeting will be held with City staff following submission of a draft Technical Memorandum. Comments will be incorporated into a final Technical Memorandum.

#### **TASK 400 - OPERATOR TRAINING OF WATER TREATMENT PROCESS**

Engineer will provide operator training for Columbia staff. Training will be held in one or two training sessions with the intended focus to present treatment plant and distribution system operators with information on water treatment techniques and distribution system operation.

#### **TASK 500 – ADDITIONAL ON-CALL WATER QUALITY SERVICES**

Engineer will provide additional water quality services on an on-call basis from the City. These services can include but are not limited to:

- Canal WTP Copper Sulfate feed system permitting
- Specific unit process assessments.
- Bench scale testing and analysis of results.
- Initial taste and odor evaluations.
- Develop dashboard of water treatment & distribution system key performance indicators (KPIs).
- Distribution system nitrification and corrosion control consulting.
- On-call site inspection services.

#### **DELIVERABLES**

Deliverables for the project will include a draft Technical Memorandum and final Technical Memorandum documenting the results of the review and evaluation of water production and water quality and regulatory issues as part of Task 300.

#### **SCHEDULE**

Engineer proposes to perform the services as detailed in this Scope of Services per the schedule below.

- Meeting Attendance – Meetings will be attended monthly, from July 2023 through June 2024, typically held on the first Thursday of each month at the Canal Water Treatment Plant.

Technical Memorandum – The draft Technical Memorandum will be developed and

submitted in April of 2024 and be based on 2023 calendar year data. The review meeting will be held in the May 2024 Water Quality Committee meeting, which will include a detailed review and presentation of the final process optimization evaluation findings presented in the draft Technical Memorandum. The final Technical Memorandum will be submitted in June of 2024.

## **ADDITIONAL SERVICES**

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that City might choose to add to the scope of services include, but are not limited to, the following items.

1. General:
  - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
  - b. Security Assessments.
  - c. Renderings or photo realistic drawings.
  - d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
  - e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
2. Environmental Assessment:
  - a. Environmental assessment reports and/or environmental impact statements.
  - b. Cultural resources and/or archaeological study and reports.
  - c. Archaeological consultations regarding artifacts that may be uncovered during construction.
3. Testing:
  - a. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
4. Hazardous Environmental Conditions:
  - a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
  - b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
5. Conducting pilot plant studies and tests.

## **CITY RESPONSIBILITIES**

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

# Schedule

Black & Veatch maintains a reputation for delivering projects in a timely manner, meeting or exceeding our client's expectations. We will apply proven schedule techniques to control scheduling and apply the necessary level of resources to meet your schedule requirements. Our goal is to consistently meet milestones and deadlines and complete the project within the agreed schedule and budget.

The Water Quality Professional Services project is scheduled to be a 12-month project to coincide with the City's fiscal year from July through June. Major tasks are shown in the schedule figure below and described as follows:

**Water Quality Committee Meetings.** Water Quality Committee Meetings are scheduled monthly to include participation in a City-led committee among Columbia Water's leadership, customer service, communications, distribution system, lab, and treatment plant staff.

**Process Optimization Review and Update.** The process optimization update is scheduled to occur following the end of 2023 to gather and process water quality data from the previous year.

**Operator Training.** Operator training is scheduled for May 2024 and delivered during a half day. Two separate half day trainings during the same week will be offered to maximize operator participation.

**On-Call Water Quality Assistances.** On-call tasks occur throughout the project with each task being addressed as the City requires.

| Tasks                                          | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Notice to Proceed                              | ◆   |     |     |     |     |     |     |     |     |     |     |     |
| Water Quality Committee Meetings               | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   | ◆   |
| Process Optimization Update                    |     |     |     |     |     |     |     |     |     |     |     |     |
| Data collection and analysis                   |     |     |     |     |     |     |     |     | ■   |     |     |     |
| Draft Technical Memorandum                     |     |     |     |     |     |     |     |     |     | ■   |     |     |
| City Review Period                             |     |     |     |     |     |     |     |     |     | ■   |     |     |
| Finalize Technical Memorandum                  |     |     |     |     |     |     |     |     |     |     | ■   |     |
| Operator Training                              |     |     |     |     |     |     |     |     |     |     |     |     |
| Draft Training Materials                       |     |     |     |     |     |     |     |     |     | ■   |     |     |
| City Review Period                             |     |     |     |     |     |     |     |     |     |     | ■   |     |
| Finalize Training Materials & Deliver Training |     |     |     |     |     |     |     |     |     |     | ■   |     |
| Issue Completion Certificates                  |     |     |     |     |     |     |     |     |     |     |     | ■   |
| On Call Tasks                                  | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   |



**EXHIBIT C  
COMPENSATION  
BLACK & VEATCH CORPORATION  
WATER QUALITY CONSULTING FOR FISCAL YEAR 2023-2024 (WM4755)**

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. Compensation shall be based on the attached hourly rate schedule, plus subcontractor billings times 1.05 and reimbursable expenses times 1.0, with a total amount not to exceed one hundred thousand dollars (\$100,000.00).
- B. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Work shall begin upon written notification by the City to proceed.
- C. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule, plus reimbursable expenses times 1.10, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.
- D. Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- E. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

| Hourly Billing Rate Schedule    |              |
|---------------------------------|--------------|
| Category of Personnel           | Billing Rate |
| Principal                       | \$290        |
| Client Director                 | \$270        |
| Senior Project Manager          | \$260        |
| Technical Specialist            | \$250        |
| Project Manager                 | \$220        |
| Senior Engineering Manager      | \$260        |
| Senior Discipline Engineer      | \$190        |
| Engineering Manager             | \$190        |
| Project Engineer                | \$170        |
| Lead Engineer                   | \$160        |
| Engineer 04                     | \$150        |
| Engineer 03                     | \$140        |
| Engineer 02                     | \$130        |
| Engineer 01                     | \$120        |
| Senior Process Engineer         | \$285        |
| Process Engineer II             | \$185        |
| Process Engineer I              | \$175        |
| CAD/BIM/GIS Coordinator         | \$170        |
| CAD/BIM/GIS Technician III      | \$150        |
| CAD/BIM/GIS Technician II       | \$130        |
| CAD/BIM/GIS Technician I        | \$120        |
| Construction Manager            | \$225        |
| Resident Engineer II            | \$190        |
| Resident Engineer I             | \$160        |
| Senior Administrative Assistant | \$140        |
| Administrative Assistant II     | \$110        |
| Administrative Assistant I      | \$95         |
| Intern or Co-op                 | \$90         |

The above listed hourly billing rates are valid through June 30, 2024.

**EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS****10.b**

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

**MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”**

| Business Name<br>(as shown on W9 or SAM.gov) /<br>DUNS # & CAGE #<br>(If Applicable)                                                       | City of<br>Columbia<br>Vendor number | Services<br>and/or<br>Materials<br>Provided                                                      | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE,<br>SBE, DBE, LBE,<br>CDBE<br>(indicate all that<br>apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>– See Key<br>Below) |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Howard Engineering, Inc.<br>1615 Wayne St. Ste 2749<br>Columbia, SC 29201<br>DUNS - 961613825<br>CAGE – 7NMR0                              | V01110                               | Electrical & I&C<br>Design<br>Engineering<br>Services,<br>Construction<br>Management             | \$10,000.00                                          | 10%                                   | MBE                                                                 | FB                                                                                              |
| (via Howard Engineering, inc)<br>SZ PM Consultants, Inc.<br>2849 Hunter Mill Road<br>Oakton, VA 22124<br>DUNS – 047254465<br>CAGE – 828162 | None                                 | Water Treatment<br>Staff Training,<br>Review water<br>quality data, quality<br>control of update | \$10,000.00                                          | 10%                                   | WBE<br>MBE                                                          | AF                                                                                              |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |
|                                                                                                                                            |                                      |                                                                                                  |                                                      |                                       |                                                                     |                                                                                                 |

**Key: Minority/Women Owned Business Enterprise Association Code**

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

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

**COMBINED TOTAL SUB AMOUNT \$ 20,000**

**TOTAL CONTRACT AMOUNT: \$ 100,000**

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

Business Name: - Black & Veatch Corporation

Representative Name/Title: William J. Wells P.E., Associate Vice President

Date: 8/9/2023

## **Business Information for Subconsultants/Subcontractors- Continued**

**List information for each Subcontractor or Subconsultant below.**

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

Howard Engineering

Company Name

1615 Wayne St. Ste 2749 Columbia, SC 29201

Physical Address

1615 Wayne St. Ste 2749

Mailing Address

Columbia, SC

29201

City/State Zip Code + 4

864 836-0440

( )

Phone number

864 836-0450

( )

Fax number

Amy Howard, P.E.

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

V01110

Federal ID #

Vendor #

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

SZ PM Consultants, Inc.

Company Name

2849 Hunter Mill Road, Oakton, VA 22124

Physical Address

2849 Hunter Mill Road

Mailing Address

Oakton, VA

22124

City/State Zip Code + 4

703 678-8622

( )

Phone number

( )

Fax number

Suli Wang

Primary Contact Name

Secondary Contact Name

swang@smpmconsultants.com

Primary Contact Email Address

Secondary Contact Email Address

61-1577184

Federal ID #

Vendor #



# CITY OF COLUMBIA

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

## MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/9/2023 Mentor Amount: \$80,000  
Project Name: Water Quality Consulting for F 2023-2024 Mentor % of Total Contract: 80%  
Project #: WM4755 Protégé Amount: \$20,000  
Mentor: Black & Veatch Corporation Protégé % of Total Contract: 20%  
Protégé: Howard Engineering, Inc. Duration of the Project: 12 Months  
Total Project Contract Amount: \$100,000

**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.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

### 1. How do the Mentor and Protégé intend to work together on the designated project?

*Address contractual relationship, general roles and informal teaming arrangements.*

A formal sub-consultant agreement will be signed between Black & Veatch and Howard Engineering Inc. (HEI) clearly defining the scope of work HEI is to provide including the contract amount and schedule. HEI's role in the project will be to provide on-call services with potential tasks including but not limited to electrical & control system assessments, on-call inspection services, water quality training (with a subcontractor). A design kickoff meeting will be scheduled to discuss HEI's scope and integration into the overall project scope and schedule.

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

The project includes an opportunity for the protégé to have a roll in project management with the addition of a subcontractor and a roll in the technical aspects of water treatment. Both areas are identified as general goals for growth.



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**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 in which the team's success is being achieved.*

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

**4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project.** *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

☐ Key personnel include Don Franklin (Project Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé:

☐ Key personnel includes Amy Howard, Principal & Electrical Engineer. HEI currently has the equipment, materials, and insurance to perform the project.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

| List Subcontractors Names below:<br>(Do not include Protégé)  | Who will the subcontractor report to? | Who is responsible for payment of the subcontractor? |
|---------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
| Suli Wang (swang@szpmconsultants.com) SZ PM Consultants, Inc. | Howard Engineering                    | Howard Engineering                                   |
|                                                               |                                       |                                                      |
|                                                               |                                       |                                                      |
|                                                               |                                       |                                                      |
|                                                               |                                       |                                                      |
|                                                               |                                       |                                                      |

Special Arrangements:  
None required.



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**5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?**

**a. Description of Mentor's responsibilities on project:**

Participate and attend the City's monthly Water Quality Committee meetings, provide water production process optimization evaluation recommendations, provide operator training for the water treatment process, and provide any additional water quality services on an on-call basis.

**b. Description of Protégé responsibilities on project:**

Provide on-call inspection service or assessment services, assist with water quality training, subcontract SZ PM Consultants, Inc. for Dr. George Budd to provide water quality training.

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

Water Quality Training

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

The project will last twelve (12) months from July 2023 through June 2024.

**7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).**

Mentor & Protégé will discuss progress each month.

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

Protégé will be paid on an hourly rate schedule based on work completed on a monthly basis.





We Are Columbia

# CITY OF COLUMBIA

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

## MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

*MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.*

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

EXECUTED by Black & Veatch Corporation (Mentor Firm) this 15th day of August 2023.  
Corporate SEAL

By: Wally J. Wall  
Title: Vice President  
Firm Name: Black & Veatch Corporation



ATTEST: Andrea C. Bernica  
By: \_\_\_\_\_  
Title: Assistant Secretary

EXECUTED by Howard Engineering, Inc. (Protégé Firm) this 15th day of August 2023.  
Corporate SEAL

By: Amy Howard, P.E.  
Title: President  
Firm Name: Howard Engineering, Inc.

ATTEST: Stephen T. Schutte  
By: Stephen T. Schutte  
Title: Project Manager

### RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 30th day of August 2023.

By: LaTonya B. Germany

Title: Program Compliance Specialist



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve Contract Amendment #3 for Project WM4281; Hardscrabble Road Waterline Relocation, as requested by Columbia Water on August 28, 2023. Award to HDR Engineering, Inc. of the Carolinas in the amount of \$90,660.00. This firm is located in Columbia, SC.

**REQUISITION NO.:** R205554

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: Water and Sewer Capital Projects - Engineering Services 16"WM/Hardscrabble - Capital Project Costs (5529999-WM428101-658650). The current budget amount is \$135,990.00. The budget amount for this amendment is \$90,660.00. The total revised budget amount is \$226,650.00.

**BUSINESS PROGRAM:** Mentor Protege Program

**CLEAN WATER 2020?:** No

**PURPOSE:**

This is a Mentor Protégé Program Project. HDR Engineering, Inc. of the Carolinas is the mentor and will provide project management, construction administration, field inspections, and record plan development services at 80.00% (\$72,528.00) of the amendment amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide civil engineering services at 20.00% (\$18,132.00) of the amendment amount.

Contract #3 is requested to provide water pipeline redesign, construction administration and observation, inspections, permitting and development of record drawings. In addition, the design will include the investigation of conflicts and relocation of waterlines affected by other utility relocation, roadway design and storm water design changes.

**ATTACHMENTS:**

- **#a:** Memo -WM4281 Hard Scrabble Rd (PDF)
- **#b:** P&C Signed PO Mode Form WM4281 Hardscrabble (PDF)
- **#c:** CA#3 WM4281 Hardscrabble Road Waterline Relocation (PDF)

**Contract Amendment #3**

WM4281 Hardscrabble Road Waterline Relocation

RFQu001-19-20

HDR Engineering, Inc. of the Carolinas

September 14, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and HDR Engineering, Inc. of the Carolinas (Engineer) executed October 26, 2020 (Agreement) to provide engineering services.

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

Current and Proposed Change and Basis for Payment:

|                                                                                                           |                     |
|-----------------------------------------------------------------------------------------------------------|---------------------|
| Original Contract Amount (Term from November 6, 2020 to March 6, 2022; Purchase Order# P186817):          | \$135,990.00        |
| Contract Amendment #1 (Time Extension from March 7, 2022 to March 6, 2023; Purchase Order# P186817):      | \$0.00              |
| Contract Amendment #2 (Time Extension from March 7, 2023 to September 30, 2024; Purchase Order# P186817): | \$0.00              |
| <b>Current Contract Amount:</b>                                                                           | <b>\$135,990.00</b> |
| <b>This Contract Amendment #3 (Funding Increase; Purchase Order# P186817):</b>                            | <b>\$90,660.00</b>  |
| <b>Revised Contract Amount:</b>                                                                           | <b>\$226,650.00</b> |

This Change is Acceptable:**Name of Firm**

HDR Engineering, Inc. of the Carolinas

**City of Columbia**

Office of the City Manager

Jonathan Henderson

Print Name

Teresa Wilson, City Manager

Signature

Signature

9/15/2023

Date

Date

Witness

APPROVED AS TO FORM  
  
 Legal Department City of Columbia, SC  
 09/15/2023

## Exhibit 1: Scope of Services

The scope of services for this contract modification includes the following tasks:

1. General Construction Administration.

A detailed scope of services is provided below:

### Task 1: General Construction Administration:

Task 1 services will include weekly general construction assistance, development of record drawings, and field inspections. Further description is provided below:

#### Weekly General Construction Administration -

The waterline contractor will be under contract with the SCDOT roadway contractor through the SCDOT roadway construction project. It is anticipated all construction coordination for the project will be directed through the roadway contractor and SCDOT staff. City of Columbia and HDR staff will support as needed. This task is intended to include the following services:

- Attendance at Waterline Construction Status Meetings
- Attendance at Project-wide Utility Coordination Meetings
- Review of submitted waterline-related Construction Request for Information's (RFI)
- General Construction Support

The above services are anticipated to be required throughout the construction period. The construction duration is anticipated to extend through September 2024.

#### Development of Record Plans –

As part of the construction scope of services, the contractor is required to provide as-built survey for the project. The as-built survey will include red-lined drawings of underground piping, structures, and appurtenances. In addition, the contractor is also required to provide GPS location data for all valves, tees, bends, pipelines, and hydrants within the project area.

HDR will review the information provided by the contractor and prepare record drawings in accordance with City of Columbia standards. HDR will submit the record drawings to the City of Columbia for review and coordinate during the review process.

Record plans are currently in development for the project. As-built surveys have been obtained for a portion of the project, however additional surveys have been requested.

#### Field Inspections –

On an as needed basis, HDR will utilize the services of a subconsultant to provide construction inspection services. Inspection of waterline construction will include visual compliance with the following regulations and project documents including technical specifications, construction plans, and approved contractor material submittals.

- City of Columbia's Part 16 – Specifications for Water Distribution System, Materials, and Construction.

- American Water Works Association (AWWA) C600-17 Installation of Ductile Iron Mains and their Appurtenances and other applicable AWWA Standards.
- SCDHEC State Primary Drinking Water Regulation: R. 61-58.
- SCDOT Utilities Accommodations Manual.

This task does not include materials inspection, testing, or special inspections. This task may also include property owner coordination with impacted property owners on potential service interruptions.

Deliverables to be included under this agreement include the following:

- Approved Shop Drawings.
- RFI Review and Summary Documents.
- Record Plans.
- Inspection Reports.

General Exclusions (these services can be provided through a separate agreement as needed):

- Material testing and special inspections are not included in this scope of services.
- Geotechnical engineering and subsurface testing are not included in this scope of services.
- Required permitting fees will be the responsibility of the project owner.
- Environmental services including wetland delineation and permitting are not included.

A map of the project area is provided on the following page.

## **Exhibit 2: Schedule**

A project schedule is provided on the following page.

2023



### Exhibit 3: Compensation

Engineering Fees for this contract modification request include the following:

#### Task 1: General Construction Administration:

Engineering services for Task 1 will be performed on a lump sum basis. Invoices will be prepared based on percent complete and hours utilized for the subtasks below. The estimated fee for Task 1 is based on the following:

#### Weekly General Construction Assistance

Project Coordination (Project Manager / Engineer)  
(52 Weeks @ ½ Day (4 hours) / Week)  
Cost = 208 hours x \$225 / hour = **\$46,800.00**

#### Development of Record Plans

Project Engineer (84 Hours @ \$180 / hour)  
Project Designer (90 Hours @ \$150 / hour)  
Cost = **\$28,260.00**

#### Field Inspections

Inspections (Construction Administrator)  
(52 Weeks @ 1 Day (2 hours) / Week)  
Cost = 104 hours x \$150 / hour = **\$15,600.00**

The fee estimate is based on an average rate for the indicated employee classification.

An hourly rate schedule for the project is provided below:

|                            |              |
|----------------------------|--------------|
| Principal                  | \$275 / Hour |
| Project Manager            | \$225 / Hour |
| Project Engineer           | \$180 / Hour |
| Project Designer           | \$150 / Hour |
| Construction Administrator | \$150 / Hour |
| Administrative             | \$065 / Hour |

## Exhibit 4

**Business Information Record for Subconsultants/Subcontractors**

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

**MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”**

| Business Name<br>(as shown on W9 or SAM.gov) /<br>DUNS # & CAGE #<br>(If Applicable) | City of<br>Columbia<br>Vendor number | Services<br>and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE,<br>SBE, DBE, LBE,<br>CDBE<br>(indicate all that<br>apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>– See Key<br>Below) |
|--------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------|------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Highfill Infrastructure<br>Engineering, P.C.<br>DUNS No. 080560074<br>CAGE No. 7TNP3 | Vo16533                              | Civil<br>Engineering<br>Services            | \$27,198.00                                          | 20%                                   | SBE                                                                 | N/A                                                                                             |
|                                                                                      |                                      |                                             |                                                      | %                                     |                                                                     |                                                                                                 |
|                                                                                      |                                      |                                             |                                                      | %                                     |                                                                     |                                                                                                 |
|                                                                                      |                                      |                                             |                                                      | %                                     |                                                                     |                                                                                                 |
|                                                                                      |                                      |                                             |                                                      | %                                     |                                                                     |                                                                                                 |

**Key: Minority/Women Owned Business Enterprise Association Code****AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** \$27,198.00**TOTAL CONTRACT AMOUNT: \$** \$135,990.00

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

Business Name: HDR Engineering, Inc. of the Carolinas

Representative Name/Title: Raven Gambrell, Office Principal

Date: December 19, 2022

**Business Information for Subconsultants/Subcontractors- Continued**

**List information for each Subcontractor or Subconsultant below.**

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

|                                                    |                                 |
|----------------------------------------------------|---------------------------------|
| Highfill Infrastructure Engineering, P.C.          |                                 |
| Company Name                                       |                                 |
| 1320 Main Street, Suite 260                        |                                 |
| Physical Address                                   |                                 |
| 1320 Main Street, Suite 260                        |                                 |
| Mailing Address                                    |                                 |
| Columbia, SC 29201                                 |                                 |
| City/State Zip Code + 4                            |                                 |
| 803-250-6214                                       | N/A                             |
| Phone number                                       | Fax number                      |
| Ray Cox                                            | David Johnson                   |
| Primary Contact Name                               | Secondary Contact Name          |
| <a href="mailto:rcox@hiepc.com">rcox@hiepc.com</a> | djohnson@hiepc.com              |
| Primary Contact Email Address                      | Secondary Contact Email Address |
| 04-3791606                                         | V016533                         |
| Federal ID #                                       | Vendor #                        |

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

|                               |                                 |
|-------------------------------|---------------------------------|
| Company Name                  |                                 |
| Physical Address              |                                 |
| Mailing Address               |                                 |
| City/State Zip Code + 4       |                                 |
| ( )                           | ( )                             |
| Phone number                  | Fax number                      |
| Primary Contact Name          | Secondary Contact Name          |
| Primary Contact Email Address | Secondary Contact Email Address |
| Federal ID #                  | Vendor #                        |

## OBO MPP Change Order/Amendment Implementation Plan Addendum

**In Accordance with MPP Guidelines Change Orders/Amendments:** If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

| OBO Verification              | Contract/Change Order Amount | Mentor Amount     | Mentor Percentage | Protégé Amount   | Protégé Percentage | Subcontractors/Subconsultants Amount | Subcontractors/Subconsultants Percentage |
|-------------------------------|------------------------------|-------------------|-------------------|------------------|--------------------|--------------------------------------|------------------------------------------|
| Original Contract:            | \$ 135,990                   | \$ 108,792        | 80%               | \$ 27,198        | 20%                | \$ 0                                 | 0%                                       |
| CO# 1:                        | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| CO# 2:                        | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| CO# 3:                        | \$ 90,660                    | \$ 72,528         | 80%               | \$ 18,132        | 20%                | \$ 0                                 | 0%                                       |
| CO# :                         | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| CO# :                         | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| CO# :                         | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| This Change Order: (Increase) | \$ 0                         | \$ 0              | 0%                | \$ 0             | 0%                 | \$ 0                                 | 0%                                       |
| <b>Revised Contract:</b>      | <b>\$ 226,650</b>            | <b>\$ 181,320</b> | <b>80%</b>        | <b>\$ 45,330</b> | <b>20%</b>         | <b>\$ 0</b>                          | <b>0%</b>                                |

**MPP Project #/Name:** WM4281 Hard Scrabble Rd WM Relocation

**Change Order #:** 03 (Ex: 01, 02)

**Change Order/Amendment Amount:** \$ 90,660

**Amendment Justification:** Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☒ Yes ☐ No

Additional contract funds required for construction delays associated with roadway construction. Roadway construction has been delayed due to constructability concerns throughout the project.

**Change Order/Amendment Type:**

1. ☐ **Time Extension – New End Date:** \_\_\_\_\_ (Please sign & return form if no cost)
2. ☒ **Funding Increase – Amount** \$90,660 (Please continue on to questions A & B below)
3. ☐ **Funding Decrease – Amount** \_\_\_\_\_ (Please continue on to questions A & B below)

**A. Will protégé be performing any work within this change order?** ☒ Yes ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$ 18,132
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Construction support including but not limited to the following services: construction administration, field support, and development of record plans.

**B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:**

**4. Revised scope of work**

Scope of work includes construction administration including but not limited to field reviews, RFI support, shop drawing and specification review, contractor coordination, and the development of record plans. The scope of work is retained from the original contract.

**By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.**

EXECUTED by  (Mentor Firm) this \_\_\_ day of \_\_\_ 2023.

By: Jonathan Henderson Title: Senior Vice President

Firm Name: HDR Engineering, Inc. of the Carolinas

EXECUTED by J. Ray Cox Digitally signed by J. Ray Cox  
DN: cn=J. Ray Cox, o=HIGHFILL,  
ou, email=jrcox@hiepc.com, c=US  
Date: 2023.08.15 08:28:38 -0400 (Protégé Firm) this 15th day of August 2023.

By: J. Ray Cox Title: Senior Vice President

Firm Name: Highfill Infrastructure Engineering, P.C.

**OBO Statement for the change order/amendment:**

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$135,990.00. The original amount received by the protégé was \$27,198.00 or 20% of the original contract amount. The revised total contract amount is \$226,650.00 which includes the current and any previous contract amendments for this project. The protégé will receive \$45,330.00 or 20% of the revised total contract amount.

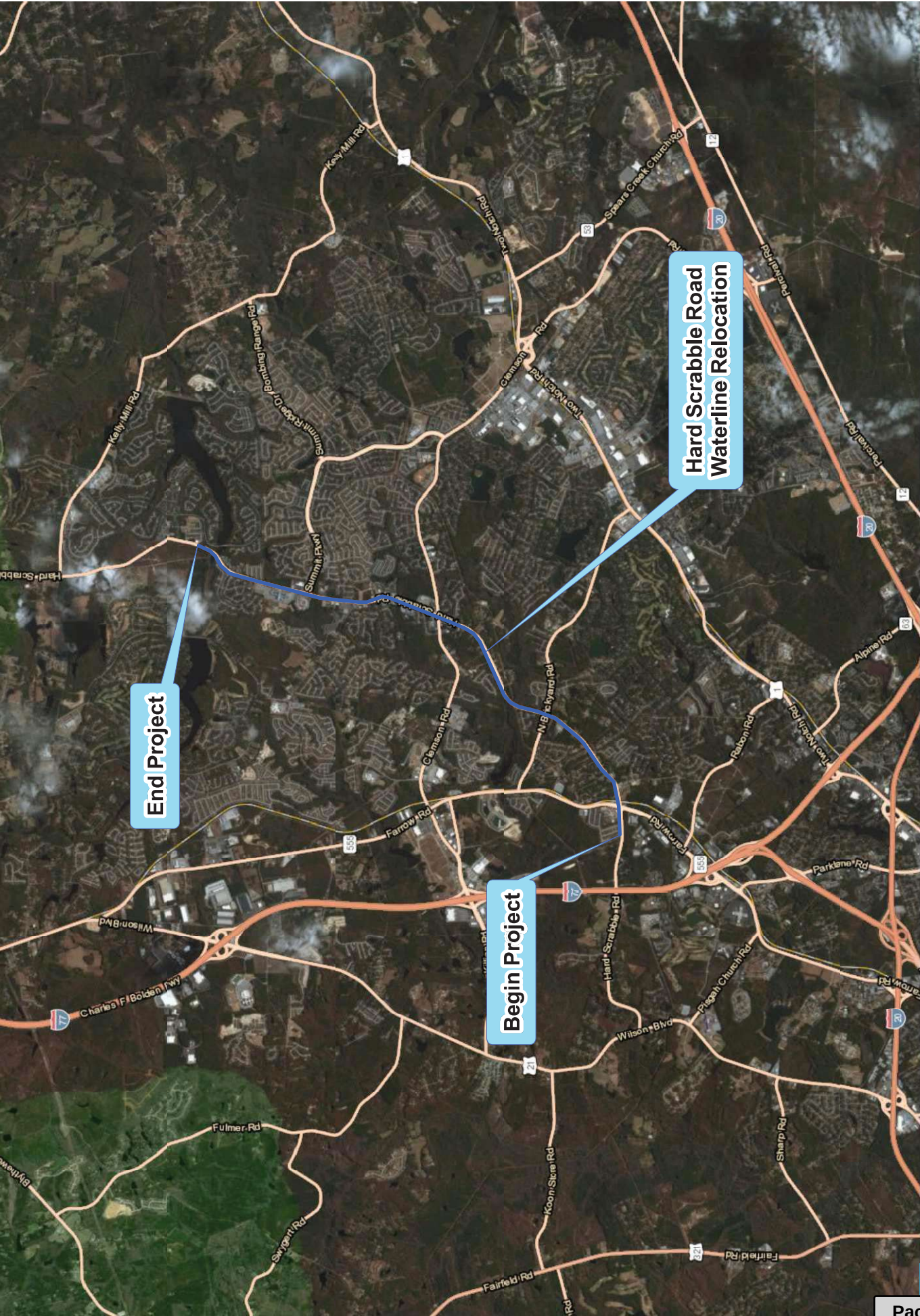
**RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 28th day of August, 2023.**

By: LaTonya B Germany Title: Program Compliance Specialist

\*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



DocuSign Envelope ID: 84EA7EEF-8CB2-4B41-A040-5DBA0F3EC57F



PROJECT LOCATION MAP  
HARD SCRABBLE ROAD WATERLINE RELOCATION





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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Procurement and Contracts

**FROM:** *Shannon Lizewski, Director*

**SUBJECT:** Council is asked to approve a new Contract for Project WM4454; Flood Recovery Project Waterline Replacement, as requested by Columbia Water on May 10, 2023. Award to Williams Infrastructure, LLC, in an amount not to exceed \$2,978,310.50, which includes contingency. This contractor is located in Lexington, SC.

**REQUISITION NO.:** R222267

**FUNDING SOURCE & ORIGINAL BUDGET:** Funding Source: FEMA Grants Control - 2015 October Flood Recovery (2539999-WM445402-638400). This project is federally funded by FEMA.

**CLEAN WATER 2020?:** No

**PURPOSE:**

Williams Infrastructure, LLC is the prime contractor and will provide water line installation services at 60.11% (\$1,627,555.00) of the total contract amount.

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

Ferguson Waterworks, located in Elgin, SC, will provide water line materials at 11.08% (\$300,000.00) of the total contract amount.

TB Landmark Construction, located in Jacksonville, FL, will provide directional drilling at 28.81% (\$780,000.00) of the total contract amount.

First reading approval was given on September 19, 2023.

There were (3) responsive and responsible bids received for this project under BID001-23-24-LB.

The total construction time allocated for this project is three hundred (300) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

|             |                |
|-------------|----------------|
| Base Bid    | \$2,707,555.00 |
| Contingency | \$ 270,755.50  |
| Total       | \$2,978,310.50 |

**ATTACHMENTS:**

- **#a:** Fully Executed Contract (PDF)
- **#c:** Official Bid Tabulation for Bid001-23-24-LB (1) (PDF)
- **#d:** Williams Infrastructure BIR Form (PDF)
- **#e:** WM44454 Tear Sheet (PDF)



## Contract

City of Columbia, South Carolina

**Flood Recovery Project Waterline Replacement**

**(WM4454) FEMA**

**BID001-23-24-LB**

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Williams Infrastructure, LLC** with legal address and principal place of business at **P.O. Box 2046, Lexington, SC 29071**, 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 **AECOM**.

### ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **two hundred seventy (270)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **three hundred (300)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

### ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Million Seven Hundred Seven Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$2,707,555.00)**. This Contract also provides for an additional contingency in the amount of **Two Hundred Seventy Thousand Seven Hundred Fifty-Five Dollars and Fifty Cents (\$270,755.50)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

## ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

## ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

## ARTICLE 7. LIQUIDATED DAMAGES.

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

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

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

## ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

#### ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed.

9.2.7 Part 2 "Water Distribution System Design Standards", Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", and Part 20 "Specifications for Sodding, Fertilizing and Seeding, all of the City of Columbia's Engineering Regulations.

9.2.8 Location Map.

9.2.9 FEMA Terms and Conditions.

9.2.10 SCDOT Permit.

9.2.11 USACE Permit for Ardincaple.

9.2.12 Federal Contract Clauses.

9.2.13 Special Provisions.

9.2.14 Contract Document and Specifications.

9.2.15 Drawings, numbered 1 through 9, inclusive dated March 2023.

9.2.16 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.

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

#### ARTICLE 10. TERMINATION.

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

#### ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not

perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: \_\_\_\_\_

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2<sup>nd</sup> FloorColumbia, SC 29201

Date: \_\_\_\_\_

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

APPROVED AS TO FORM


  
 Legal Department City of Columbia, SC

|                          |                                                        |                     |                           |
|--------------------------|--------------------------------------------------------|---------------------|---------------------------|
| <b>Event Number</b>      | Bid001-23-24-LB Addendum 2                             | <b>Organization</b> | City of Columbia, SC      |
| <b>Event Title</b>       | Flood Recovery Project Waterline Replacement           | <b>Workgroup</b>    | Purchasing                |
| <b>Event Description</b> | Pre-Bid Meeting (non-mandatory but highly recommended) | <b>Event Owner</b>  | Gary Porth                |
| <b>Event Type</b>        | IFBs                                                   | <b>Email</b>        | gary.porth@columbiasc.gov |
| <b>Issue Date</b>        | 7/13/2023 12:00:02 PM (ET)                             | <b>Phone</b>        | 803 (545) 3241            |
| <b>Close Date</b>        | 8/17/2023 11:00:00 AM (ET)                             | <b>Fax</b>          | OFFICIAL BID TABULATION   |

| Responding Supplier          | City          | State | Response Submitted         | Lines Responded | Response Total |
|------------------------------|---------------|-------|----------------------------|-----------------|----------------|
| Williams Infrastructure, LLC | Lexington     | SC    | 8/16/2023 10:01:58 PM (ET) | 1               | \$2,707,555.00 |
| Carolina Tap & Bore, Inc.    | West Columbia | SC    | 8/17/2023 10:46:51 AM (ET) | 1               | \$4,198,095.00 |
| TCO Construction Inc         | Sumter        | SC    | 8/17/2023 10:59:34 AM (ET) | 1               | \$4,315,926.12 |

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

Carolina Tap & Bore, Inc. was found non-responsive due to the fact they didn't provide the updated Bid Form with their response.

Williams Infrastructure was \$40.00 more than what they stated  
TCO Construction Inc. was \$200.00 more than what they stated



**Business Information Record for Subconsultants/Subcontractors**

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

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

| Business Name<br>(as shown on W9 or SAM.gov) /<br>Unique Entity ID (UEID) | City of Columbia<br>Vendor Number<br>(REQUIRED) | Services and/or<br>Materials<br>Provided | Cost of Services<br>and/or<br>Material<br>(\$ Value) | Percentage<br>of<br>Total<br>Contract | MBE, WBE, SBE,<br>DBE, LBE, CDBE<br><br>(indicate all<br>that apply) | Minority<br>Association<br>Code<br>(If applicable -<br>Use 2 letter Code<br>See Key Below) |
|---------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------|------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Ferguson<br>Waterworks                                                    |                                                 | water<br>line<br>material                | \$300,000-                                           | 11.1 %                                |                                                                      |                                                                                            |
| TB Landmark<br>Construction                                               |                                                 | directional<br>drilling                  | \$780,000-                                           | 28.8 %                                |                                                                      |                                                                                            |
|                                                                           |                                                 |                                          |                                                      | %                                     |                                                                      |                                                                                            |
|                                                                           |                                                 |                                          |                                                      | %                                     |                                                                      |                                                                                            |
|                                                                           |                                                 |                                          |                                                      | %                                     |                                                                      |                                                                                            |
|                                                                           |                                                 |                                          |                                                      | %                                     |                                                                      |                                                                                            |

**Key: Minority/Women Owned Business Enterprise Association Code**

AF – Asian American Female  
BM – African American Male  
HM – Hispanic American Male

AM – Asian American Male  
FB – Non-Minority Female Owned  
NF – Native American Female

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

COMBINED TOTAL SUB AMOUNT: \$ 1,080,000.00  
TOTAL CONTRACT AMOUNT: \$ 2,707,515.00

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

Business Name: Williams Infrastructure, LLC

Representative Name/Title: Joseph Williams, Owner/CEO

Date: 08/17/2023

## WM4454-BID#001-23-24-LB FLOOD RECOVERY WATER MAIN PROJECT

**PROJECT DESCRIPTION:** The purpose of this project is to repair five flood damaged water main locations within the water distribution system. The City will hire a contractor to correct the issue by using open cut, directional drilling and additional measures to re-establish proper water services in these areas.

**OBJECTIVES:** This project will provide safe drinking water to these areas affected by the October 2015 flood.

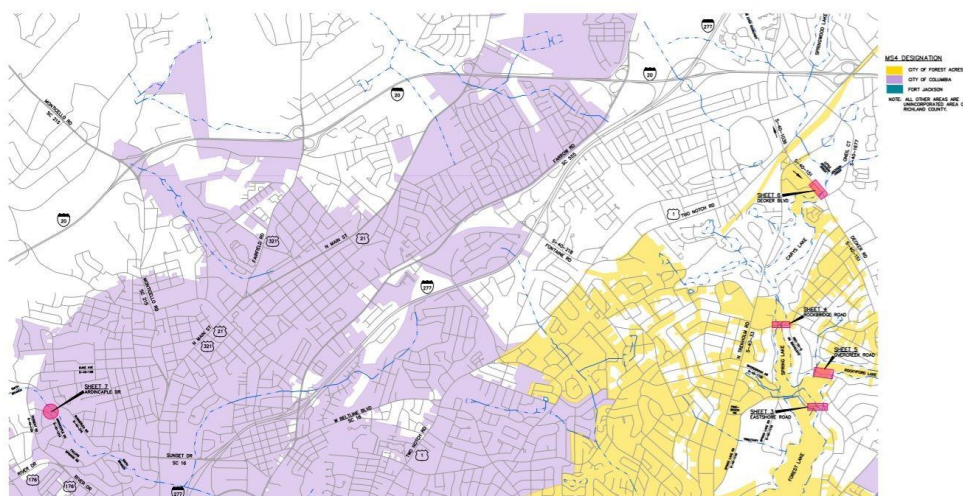
**PROJECT TYPE:** Improvements to the water distribution system.

**COUNCIL DISTRICT:** System-wide.

**PROJECT FUNDING:** This project is being funded through the City's FEMA flood funds at a construction value of \$2,978,310.50; including a 10% contingency.

**CURRENT PROJECT STATUS:** The project has been bid and can move to the construction phase upon Council approval.

**PROJECT CONTACT:** John Riggs, PE  
Deputy Director of Major Capital Projects  
(803) 528-4238  
[John.Riggs@Columbiasc.gov](mailto:John.Riggs@Columbiasc.gov)





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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**

First reading approval was given on September 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-110 - Truist Bank 3rd amend to lease - 3905 Ensor (Lutheran Survey Bldg).rtf (PDF)
- **#b:** APPROVED 3905 Ensor Ave ATM Columbia 6th Amendment (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-110**

*Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)*

BE IT ORDAINED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the City Manager is authorized to execute the attached Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

LEGAL DEPARTMENT DRAFT

Address: 3905 Ensor Ave., Columbia, SC  
Property ID: 991214

### **SIXTH AMENDMENT TO ATM SITE LEASE**

**THIS SIXTH AMENDMENT TO ATM SITE LEASE** (this "**Amendment**"), dated as of the Effective Date (as hereinafter defined), between **CITY OF COLUMBIA** ("**Landlord**"), and **TRUIST BANK**, a North Carolina banking corporation, formerly known as Branch Banking and Trust Company ("**Tenant**"), recites and provides:

### **RECITALS**

A. By ATM Site Lease dated as of November 29, 2004, as amended by First Amendment to Lease dated as of October 3, 2008, as further amended by Second Amendment to Lease dated as of November 29, 2008, as further amended by Third Amendment to Lease Agreement dated as of December 16, 2009, as further amended by Fourth Amendment to Lease Agreement dated as of April 16, 2013, and as further amended by Lease Renewal Agreement dated as of September 4, 2018 (collectively, the "**Lease**"), Landlord leases to Tenant and Tenant leases from Landlord those certain premises located at 3905 Ensor Ave., Columbia, SC (the "**Premises**"), upon the terms and conditions set forth therein.

B. Landlord and Tenant now desire to enter into this Amendment to extend the term of the Lease and to set forth certain additional understandings, all as more particularly described below.

### **AMENDMENT**

FOR and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions; Recitals.** Unless specifically defined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Lease. The recitals to this Amendment are hereby incorporated into and made a part of this Amendment.

2. **Extended Term.** The current term of the Lease will expire on November 28, 2023. The Lease is hereby amended to extend the Term of the Lease for an additional period of one (1) year and two (2) days commencing on November 29, 2023 and expiring on November 30, 2024, unless sooner terminated as provided in the Lease (the "**Extended Term**"), upon the terms and conditions set forth in the Lease, as amended hereby.

3. **Renewal Term.** The Lease is hereby amended to provide that Tenant shall have the option to renew the Term of the Lease for one (1) additional period of two (2) years (the "**Renewal Term**"). Tenant may exercise the foregoing option to renew by providing Landlord with written notice thereof no later than sixty (60) days prior to the expiration date of the then current term of the Lease. If Tenant exercises the foregoing option to renew, all of the terms and provisions of the Lease shall apply for the Renewal Term, with the exception that (i) Tenant shall not have the right to renew the term beyond the Renewal Term set forth herein, and (ii) the rent payable during the Renewal Term shall be as set forth below. Tenant's failure to timely exercise its option to renewal shall be deemed a waiver of Tenant's renewal option. Tenant further acknowledges and agrees that all options of Tenant under the Lease to extend the term of the Lease, other than the Renewal Term above, are hereby waived in their entirety.

4. **Rent.** For the sake of clarity, the rent payable to Landlord during the Extended Term, and during the Renewal Term, if exercised by Tenant, shall be payable in monthly installments of \$450.00.



5. Notices. Notwithstanding any provisions of the Lease to the contrary, all notices required or permitted by any provision of the Lease may be sent by a reputable overnight delivery service or by electronic mail. Notwithstanding any provisions of the Lease to the contrary, any notice to Tenant required or permitted by any provision of the Lease may not be delivered to the Premises. The Lease is hereby amended so that the notice address for Tenant under the Lease is changed to the following:

If to Tenant:        Truist Bank  
                               Attn: Lease Administration  
                               101 N. Cherry Street, Suite 710  
                               Winston-Salem, NC 27101  
                               Email: RealEstateServices-LeaseAdministration@truist.com  
                               Re: Property ID #991214

6. Form of Rent Payment. The Lease is hereby amended to reflect that Tenant's payment of all amounts due thereunder may be made by check, by automated clearinghouse (ACH), or by wire transfer, at Tenant's election. If it has not already done so, Landlord shall provide to Tenant a duly executed Form W-9, in customary form reasonably acceptable to Tenant, and a customary ACH form provided by Tenant. Landlord agrees to provide its wire transfer information as requested by Tenant for the payment of amounts due hereunder.

7. Permitted Transfers. Notwithstanding any provisions of the Lease to the contrary, Tenant shall have the right, without Landlord's consent, at any time during the term of the Lease, to assign or otherwise transfer the Lease and its rights thereunder, or sublet the Premises, in whole or in part, to (a) any corporation or other entity controlling, controlled by, or under common control with, Tenant, or to any parent or subsidiary (at any level) of Tenant; (b) a business entity with which Tenant or a parent or subsidiary (at any level) of Tenant merges or consolidates; (c) any corporation or other entity which shall be a successor of Tenant; (d) any corporation or other entity which has directly or indirectly acquired, or is concurrently therewith is directly or indirectly acquiring, ownership or control of a substantial portion of Tenant's assets; (e) a business entity directly or indirectly acquiring all or substantially all of the capital stock or other equity interests of Tenant or of any of Tenant's parent companies (at any level); or (f) another financial institution (any such transferee permitted pursuant to the foregoing shall be referred to as a "**Permitted Transferee**"); provided, however, that Tenant shall not be permitted to assign its interest in the Lease to consummate a step transaction in which the Lease is assigned to a wholly owned subsidiary whose only asset is the Lease, followed by a sale of such subsidiary's stock to a third party. If Tenant shall assign the Lease to any Permitted Transferee, Tenant shall be liable and responsible for the full and complete performance of the Lease and for all payments arising prior to the effective date of such assignment, but Tenant shall be relieved of any responsibility for any obligation, payment or performance falling due or arising after the effective date of such assignment; provided, however such Permitted Transferee has a net worth of at least \$100 million as of effective date of such assignment.

8. Signage and Trade Name. Notwithstanding any provisions of the Lease to the contrary, Tenant shall have the right, at its expense, from time to time, to change its trade name and associated signage under the Lease and Landlord shall have no approval rights over Tenant's trade name or logo. Landlord expressly acknowledges and agrees that it shall not have the right to use, copy or reproduce any of Tenant's or its affiliates signage, logos, trademarks or tradenames without the prior written consent of Tenant. Such logos, trademarks and tradenames are and shall remain solely the property of Tenant and its affiliates at all times.

9. Self-Insurance. Notwithstanding anything to the contrary set forth in the Lease, Tenant may self-insure, or contract with Tenant's parent corporation to insure, for all or any part of the insurance

required pursuant to the Lease, provided that (i) Tenant has in effect a program of self-insurance insuring Tenant as a named insured against such risks which program complies with any and all applicable laws with respect to self-insurance in the jurisdiction in which the Premises is located, (ii) the insuring entity maintains a net worth at least \$100 million, (iii) the failure to carry such insurance does not violate any legal requirement which is issued by any governmental or governmental agency with jurisdiction over the Premises or which is applicable to Tenant in the conduct of its business, and (iv) Landlord's interests under the self-insurance program will be consistent with the requirements set forth in the Lease. In addition, Tenant may carry the insurance required by the Lease in one or more blanket insurance policies.

10. Effective Date. “**Effective Date**” shall mean the last day that this Amendment is executed by the parties as set forth on the signature page hereof.

11. Ratification. Except as expressly amended hereby, the Lease is hereby ratified and confirmed and remains in full force and effect. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall in all cases govern.

12. Acknowledgment of Non-Existence of Claims. Landlord represents to Tenant that there are no existing defaults or, to the actual knowledge of Landlord, any events, which with the giving of notice or the passage of time or both, would constitute a default under the Lease by Tenant.

13. Brokerage Commission. Each party represents and warrants that it has not engaged the services of or dealt with any broker, salesperson or other entity who may claim a commission or other payment in conjunction with this Amendment. Each party agrees to indemnify, defend and hold the other harmless from and against all loss, claims, costs and expenses (including attorneys' fees) caused by a breach of the foregoing representation.

14. Authorization. Each party represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by all necessary action on its behalf, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms. Landlord represents and warrants to Tenant that (i) there are no mortgages, security deeds or deeds of trust encumbering the Premises which require the beneficiary of such mortgage, security deed or deed of trust to consent to this Amendment and that any failure of Landlord to obtain its lender's consent will not impair the validity of this Amendment as between Landlord and Tenant or as between Landlord's lender and Tenant in the event of a foreclosure or, if such consent is required, Landlord has obtained such consent, and (ii) Landlord is the sole owner of fee simple title to the Premises and the landlord under the Lease and there is no other person or entity who has an ownership interest in the Premises or the Lease or whose consent is required to this Amendment.

15. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

16. Entire Agreement. This Amendment, together with the Lease, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto (including without limitation all previously-generated offers, counter-offers, expressions of interest, deal letters, term sheets and letters of intent, whether or not signed). This Amendment and the Lease may be modified only by a written instrument duly executed by the parties hereto.

17. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the jurisdiction in which the Premises are located, without regard to principles of conflicts of laws.

18. Counterparts; Delivery. This Amendment may be executed in any number of separate



counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Amendment. Signatures to this Amendment (or to any assignment or amendment to this Amendment) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this Amendment has been fully executed and delivered by all parties hereto.

19. OFAC Disclosure. Landlord represents and warrants to Tenant (i) that neither Landlord nor any person or entity that directly or indirectly owns any interest in Landlord (other than any public shareholder) nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the U.S. Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the “Executive Order”) signed on September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action, (ii) that Landlord’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) that throughout the term of the Lease, as amended hereby, Landlord shall comply with the Executive Order and with the Money Laundering Act.

20. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within ninety (90) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed or caused this Amendment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

**LANDLORD:**

**CITY OF COLUMBIA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

08/24/2023

**TENANT:**

**TRUIST BANK**, a North Carolina banking corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**

First reading approval was given on September 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-108 - 2400 Forest Dr Encroachment (PDF)
- **#b:** 2400 Forest Dr case packet (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-108**

*Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01*

WHEREAS, Southeast Restaurants Corp. (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, 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 \_\_\_\_\_, 2023, that Grantee is hereby granted the right to use the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

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.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its 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  
2023-108**

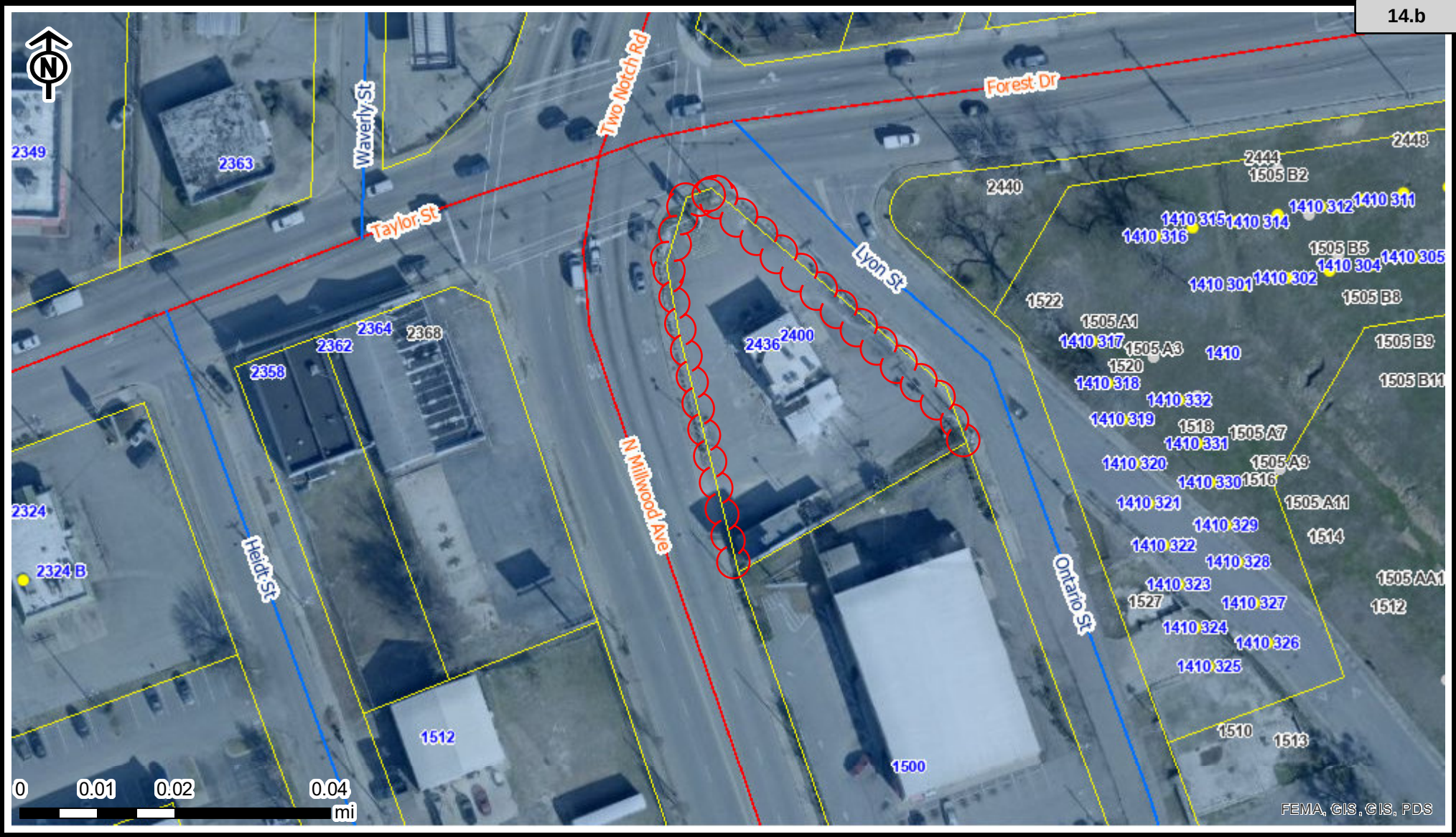


**2400 BLOCK OF FOREST DRIVE, 1500 BLOCK OF N. MILLWOOD AVENUE AND  
THE 1400 BLOCK OF LYON STREET  
ADJACENT TO 2400 FOREST DRIVE  
LANDSCAPING AND IRRIGATION**

|                              |                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Subject Property:</b>     | Right-of-way adjacent to 2400 Forest Drive                                                                  |
| <b>Council District:</b>     | 2                                                                                                           |
| <b>Proposal:</b>             | The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation. |
| <b>Applicant:</b>            | Southeast Restaurants Corp.                                                                                 |
| <b>Staff Recommendation:</b> | Approval.                                                                                                   |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Detail:</b> | <p>The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, as shown on the attached drawings; and,</p> <p>Conditions of the proposed encroachment are as follows:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.</li> <li>3. Grantee is responsible for maintaining landscaping and improvements.</li> <li>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.</li> <li>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.</li> <li>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.</li> <li>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.</li> </ol> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





## City of Columbia



This map was prepared using  
the City GIS Viewer:

City of Columbia - GIS Division  
Wednesday, August 23, 2023

### Address Point

- Active
- Vacant
- Tax Parcel

### Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

### FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band\_1

Green: Band\_2

Blue: Band\_3

### CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.





# Permanent Encroachment

## Application and Checklist

### 1. Applicant Information

|                                                                                     |                                |
|-------------------------------------------------------------------------------------|--------------------------------|
| Name<br>Stuart Seagroves                                                            |                                |
| Company (if applicable)<br>Southeast Restaurants Corp.                              |                                |
| Address (street, city, state, zip)<br>1621 Executive Ave.<br>Myrtle Beach, SC 29579 |                                |
| Phone<br>843-602-1684                                                               | Email<br>sseagroves@srcorp.org |

### 2. Property Information

|                                                |                            |
|------------------------------------------------|----------------------------|
| Address<br>2400 Forest Dr., Columbia, SC 29204 |                            |
| Tax Map Reference Number(s)<br>11412-02-01     |                            |
| Current use<br>vacant; previously a restaurant | Proposed use<br>restaurant |

### 3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



# Permanent Encroachment

## Application and Checklist

### 4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The former Church's Chicken and Asian Express location is to be a new Pizza Hut location. The existing dead landscaping in the City of Columbia ROW on Lyon Street is to be replaced with new, equivalent landscaping to meet the City of Columbia Zoning Ordinance. See attached plans.

*For staff use only*

Date received (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_



# Permanent Encroachment

## Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

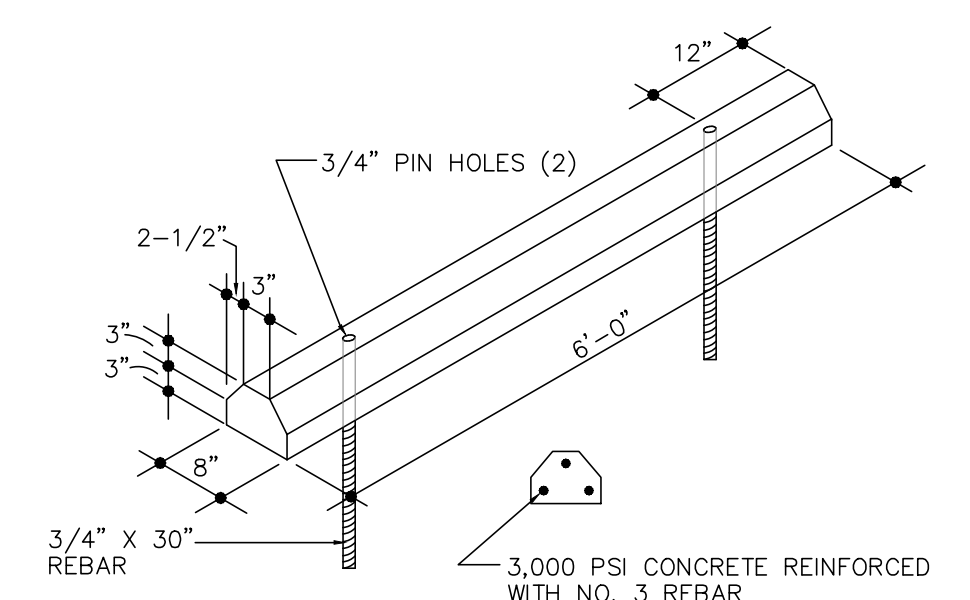
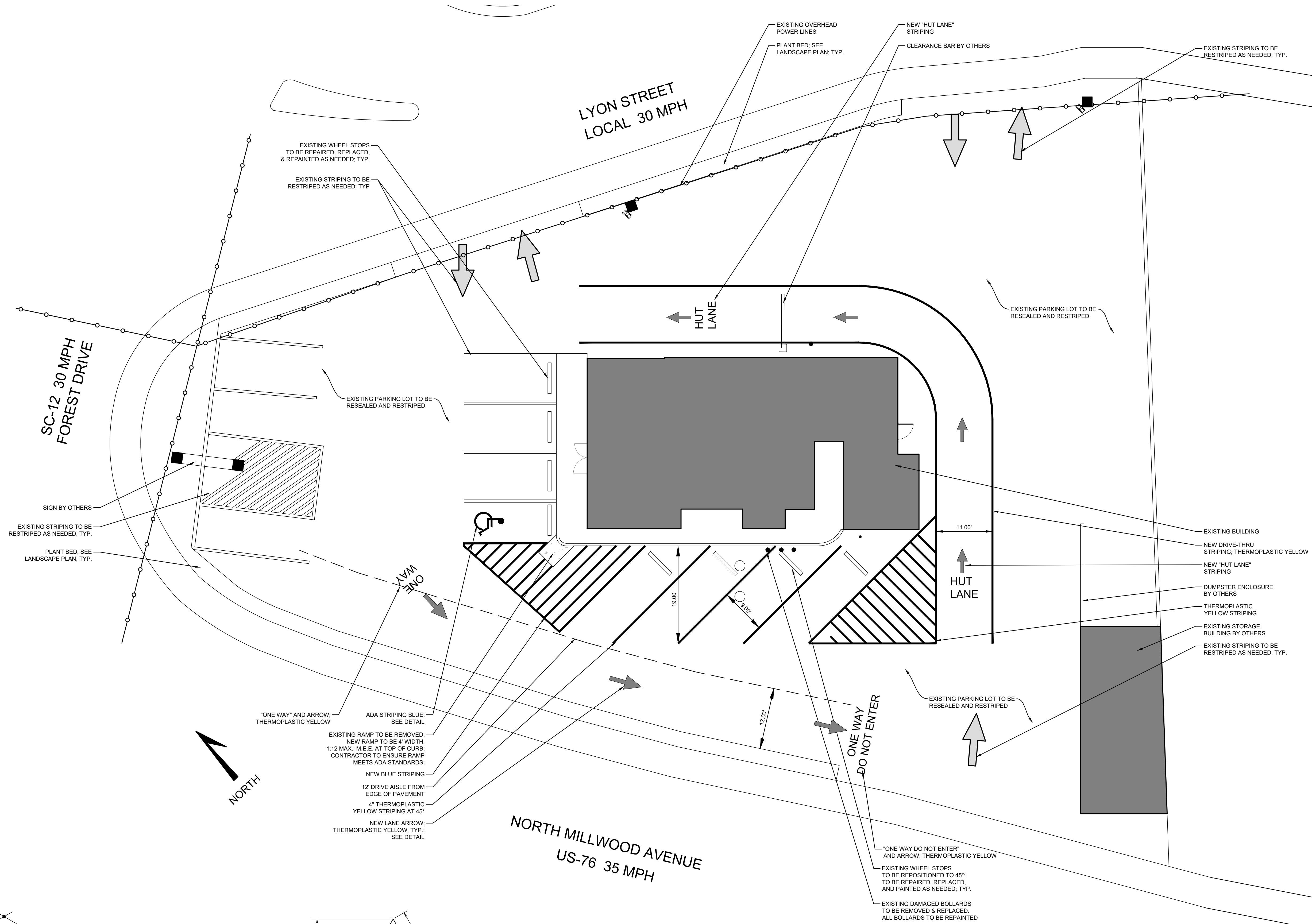
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

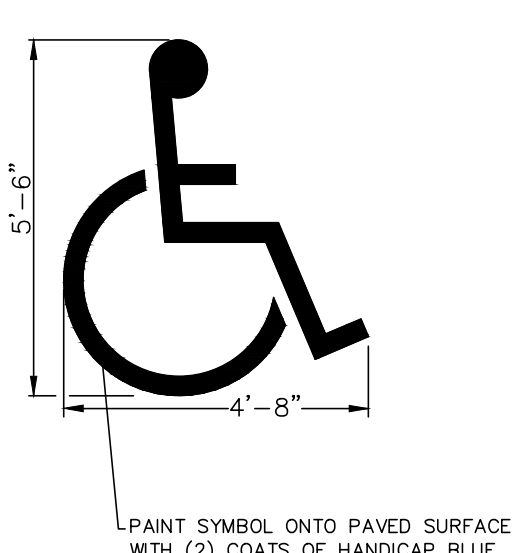
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

### 7. Signature

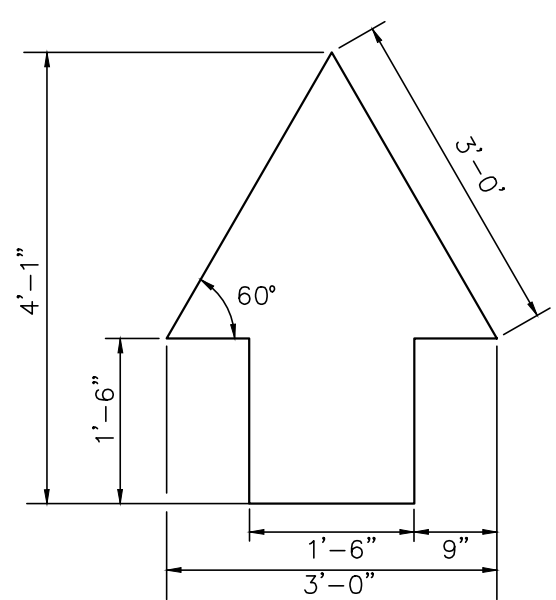
|                                |                    |
|--------------------------------|--------------------|
| Signature of Applicant         |                    |
| <i>Stuart Seagroves</i>        |                    |
| Print Name<br>Stuart Seagroves | Date<br>08/14/2023 |



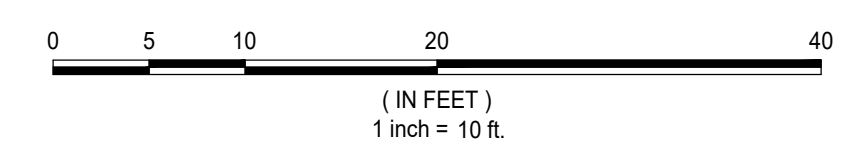
CONCRETE PARKING BLOCK (WHEEL-STOP) DETAIL  
NOT TO SCALE

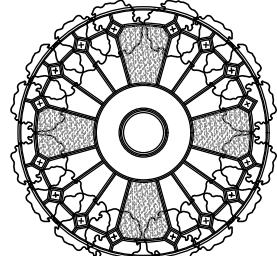


ADA PARKING SYMBOL DETAIL  
NOT TO SCALE



STANDARD LANE ARROW DETAIL  
NOT TO SCALE

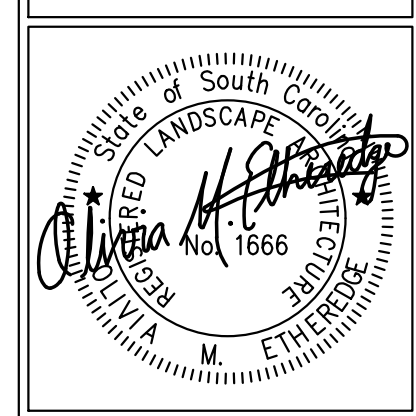
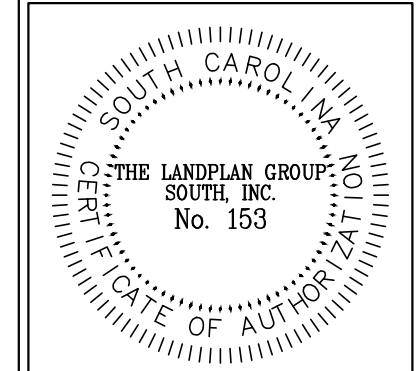




THE LANDPLAN GROUP SOUTH  
LANDSCAPE ARCHITECTURE • ENGINEERING • PLANNING  
1206 SCOTT STREET  
COLUMBIA, SC 29201  
803.256.0562  
WWW.LANDPLANSOUTH.COM

| REVISION | BY | APPD. | DATE     |
|----------|----|-------|----------|
| 1.       |    |       | MM/DD/YY |
| 2.       |    |       |          |
| 3.       |    |       |          |
| 4.       |    |       |          |
| 5.       |    |       |          |

FILE NAME: 1184-US-PL  
ONE CHD. DSN. ONE OS 2.3  
ONE CHD. DSN. ONE OS 2.3



# 2400 FOREST DRIVE - PIZZA HUT CITY OF COLUMBIA SOUTH CAROLINA STRIPING PLAN

JOB #: 1184  
SCALE: 1" = 10'  
SHEET: L1 OF L2





UNDERGROUND LOCATORS.  
CONTRACTOR SHALL CONTACT  
THE UNDERGROUND LOCATORS  
EVERY 10 DAYS FOR AN UPDATE  
TO UTILITY LOCATIONS.

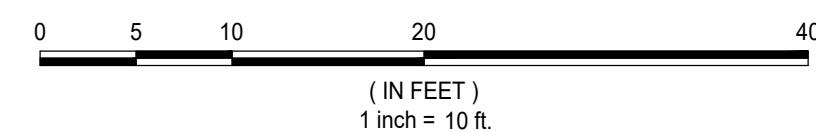
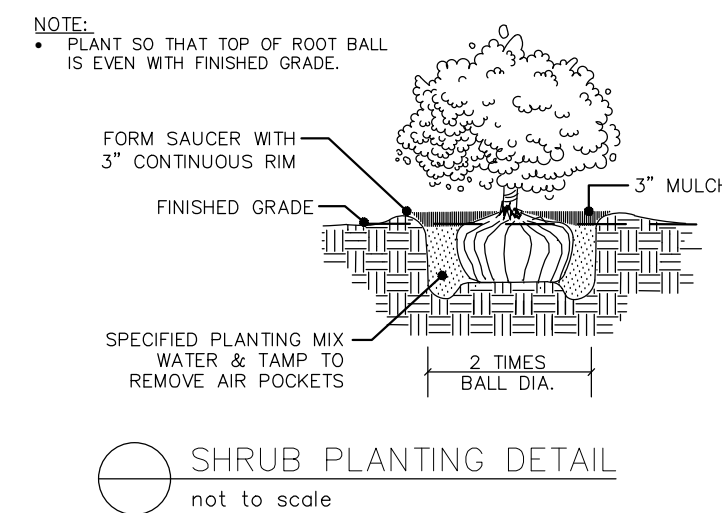
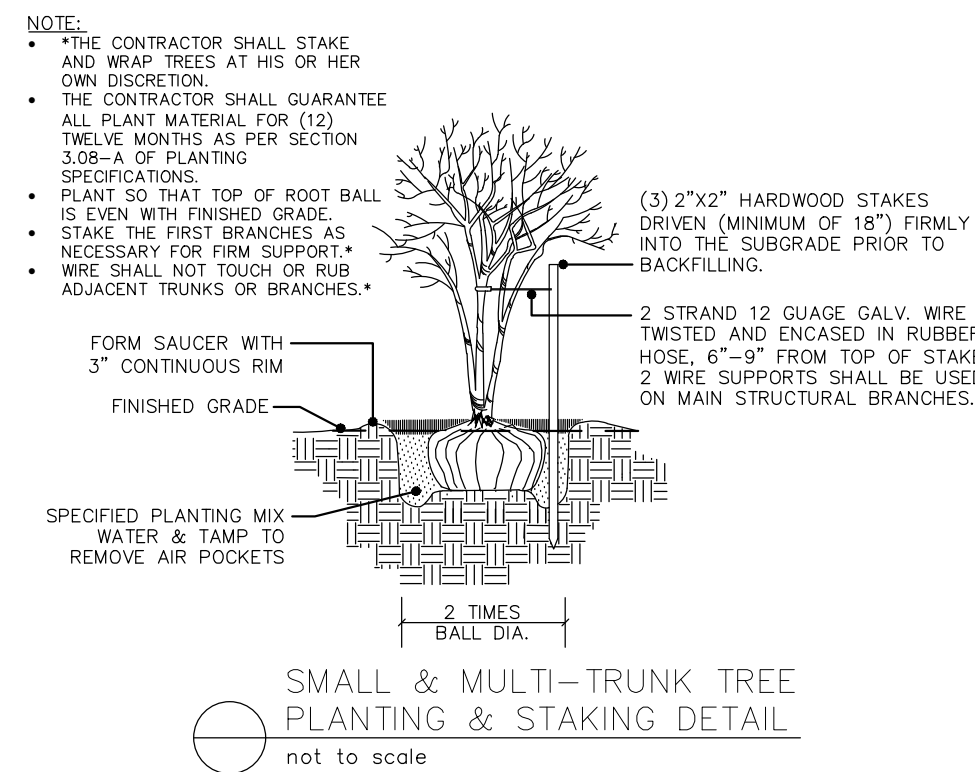


**NORTH**

- ALL NEW PLANTINGS TO BE MECHANICALLY IRRIGATED. CONTRACTOR TO TIE TO EXISTING IRRIGATION.
- DRAWING BASE FROM DCS, INC. CONTRACTOR TO VERIFY LAYOUT AND LINES OF SITE PRIOR TO CONSTRUCTION.
- PER CITY OF COLUMBIA CODE, THIS SITE IS NOT REQUIRED TO MEET A TREE DENSITY FACTOR.

- QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
- ALL AREAS NOT COVERED BY CONSTRUCTION OR PLANT BED AREAS, SHALL BE PLACED IN TURF. ALL R.O.W. AREAS BETWEEN PLANT BEDS AND EDGE OF PAVEMENT SHALL BE PLACED IN TURF.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSEES FROM THE PROPER AUTHORITIES BEFORE BEGINNING ANY WORK WITHIN THE R.O.W. OR OFF SITE.

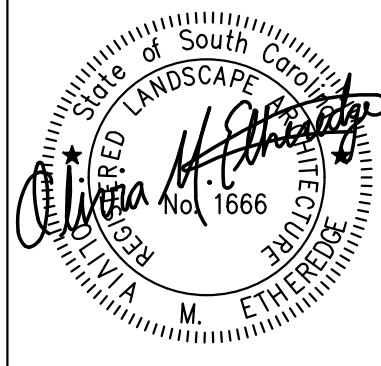
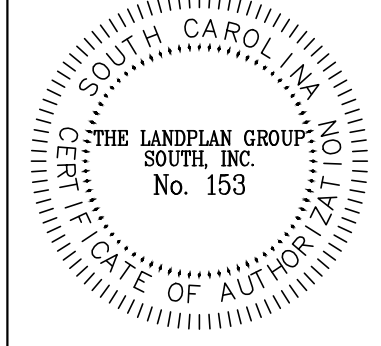
| KEY | BOTANICAL NAME                 | COMMON NAME                        | QUANTITY      | SIZE    | SPACING  |
|-----|--------------------------------|------------------------------------|---------------|---------|----------|
| A   | NYSSA SYLVATICA                | BLACKGUM                           | 3             | 2" CAL. | AS SHOWN |
| B   | LAGERSTROEMIA INDICA 'NATCHEZ' | NATCHEZ GRAPE MYRTLE (SINGLE STEM) | 6             | 2" CAL. | AS SHOWN |
| C   | ILEX CORNUTA 'BURFORDII NANA'  | DWARF BURFORD HOLLY                | 25            | 3 GAL.  | AS SHOWN |
| D   | ILEX GLABRA 'COMPACTA'         | COMPACT INKBERRY                   | 23            | 3 GAL.  | AS SHOWN |
| E   | BUXUS X 'GREEN VELVET'         | GREEN VELVET BOXWOOD               | 35            | 3 GAL.  | AS SHOWN |
|     | CYNODON DACTYLON               | 419 BERMUDA SOD                    | ±275 S.F.     | 3 GAL.  | AS SHOWN |
|     | DOUBLE HAMMERED HARDWOOD MULCH | DOUBLE HAMMERED HARDWOOD MULCH     | 3" MIN. DEPTH | BODIES  |          |



| REVISION | BY | APPD. | MM/DD/YY |
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| FILE NAME: 1184-LS-PL | OME   | OME     | 08/08/23 |
|-----------------------|-------|---------|----------|
|                       | DRAWN | CHECKED | DATE     |
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|                       |       |         |          |



2400 FOREST DRIVE - PIZZA HUT  
CITY OF COLUMBIA  
SOUTH CAROLINA  
LANDSCAPE PLAN

JOB #: 1184  
SCALE: 1" = 10'  
SHEET: L2 OF L2



---

We Are Columbia

---

**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**  
First reading approval was given on September 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-114 - adopt CRLF code (PDF)
- **#b:** 2023 Revolving Loan Fund Plan for legal review (PDF)

**HISTORY:**

09/19/23 Columbia City Council APPROVED ON FIRST READING.

**ORDINANCE NO.: 2023-114**

*Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that  
the attached Commercial Revolving Loan Fund Code, revised August 29, 2023 is hereby adopted.

Requested by:

Assistant City Manager Gentry

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



## COMMERCIAL REVOLVING LOAN FUND

### 8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

### 8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.
6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)
7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans

*Last Revised 8/29/23*

8. *Private commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private source
9. *Private to public dollar leveraging ratio.* The amount of private dollar investment, either through private commitment and/or a participating lender in a project in relation to the amount of public funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees.
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City Of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

### **8.3 TYPES OF LOANS**

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);
3. *Loans under \$10,000* which may not require bank participation or equity investment.
4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

### **8.4 USE OF LOAN FUNDS**

*Last Revised 8/29/23*

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

## **8. 5 ELIGIBLE APPLICANTS**

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principals or owners must agree to provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.
6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.
7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:
  - a. Minimum 50% equity requirement
  - b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
  - c. Business must be in an identified target area of the City of Columbia
  - d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

*Last Revised 8/29/23*

## **8.6 INELIGIBLE ACTIVITIES**

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.
8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

## 8. 7 FEES, INTEREST, TERMS AND LIMITS

### 1. Fees

#### Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

#### Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

### 2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA - 8.18.4; CDBG – 8.19.5; CERF – 8.20.5) the interest rate to be charged on City of Columbia CRLF loans shall be set at no less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the Wall Street Journal. ~~one percent (1%) below the current money center prime rate quoted in the Wall Street Journal.~~ This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than four percent (4%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

### 3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

### 4. Limits

The city's maximum loan shall not exceed \$200,000.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

*Last Revised 8/29/23*

## **8.8 LOAN REVIEW COMMITTEE**

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. ~~Approve/deny subordination requests that would change the City's collateral position on an active loan;~~
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by OBO staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

## **8.9 APPLICATION PROCEDURES**

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
  - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
  - b. Personal financial statements for all principals of the business.

*Last Revised 8/29/23*

- c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
  - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
  - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
  - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
  - g. Incorporation documentation for incorporated businesses.
  - h. Verification of current number of employees.
  - i. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
  4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
  5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

#### **8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)**

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.19.3; EDA section 8.18.3; CERF section 8.20.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.



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4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.
5. The applicant's credit, capacity and collateral is adequate.
  - a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
  - b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
    - i. Collateral should have a maximum loan to value ratio of:
      - (a) 50-75% for inventory, equipment and receivables and
      - (b) 80% for real estate
      - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
    - ii. The City may take a subordinate position to other lenders.
    - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
    - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.
7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
  - a. minority-owned small businesses;
  - b. women-owned small-businesses;
  - c. commercial and/or business activities which have a significant economic benefit;
  - d. acquisition and renovation of older buildings in a target area;
  - e. businesses involving new technology; and
  - f. applicants with high job and private to public dollar leveraging ratios

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After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

### **8.11 LOAN CLOSING REQUIREMENTS AND MONITORING**

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should ensure that all loans are protected through adequate insurance coverage.

A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:

1. The business is a sole proprietorship with no succession plan.
  2. The loan amount is greater than \$50,000.
  3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
  5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
  6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

### **8.12 REPORTING**

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

### **8.13 DELINQUENCY AND DEFAULT**

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – from 30 to 90 days late; and
- C. Default – over 90 days late.

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1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
  - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
  - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

#### **8.14 LOAN SERVICING**

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the other participating lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

#### **8.15 INSPECTION OF PREMISES AND RECORDS**

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private or public lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

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2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

#### **8.16 PRIVACY PROTECTION POLICY**

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

#### **8.17 PORTFOLIO GOALS AND PERFORMANCE**

1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio
3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 35% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

#### **8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE**

##### **1. Specific EDA RLF Requirements**

a. Use of RLF Cash Available for Lending. The City must use RLF Cash Available for Lending for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

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c. Restriction on Use of RLF Cash Available for Lending. In addition to City of Columbia ineligible uses, RLF Cash Available for Lending shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the RLF;

iii. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:

(a) The City sufficiently documents in the loan documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or

(b) The RLF Cash Available for Lending will finance the purchase of the rights or a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.

2. Loan Amount. The maximum loan amount is \$200,000.

3. Private Commitment Requirement for each loan. RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The RLF loans funded by EDA require a 2 to 1 non-RLF match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of RLF Portfolio. RLF loans must be used to leverage additional investment of at least two dollars for every dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the

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RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project, and may include:

- a. capital invested by the borrower or others;
- b. financing from private entities;
- c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions of any Federal loan; or
- d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

## **8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

### **1. Specific CDBG requirements**

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$200,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

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5. Interest Rate: See Section 8.7(2).

## **8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).**

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

- i. Developers and development corporations: property acquisition and pre-construction costs.
  - ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.
2. The maximum loan shall be \$200,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.
3. A minimum equity investment of 10% by the borrower is required.
4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

5. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

6. Development and rehabilitation projects must be complete within two (2) years of closing.

## **8.21 CONFLICT OF INTEREST**

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other



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activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.



# Revolving Loan Fund Plan

Submitted to:

Economic Development Administration (EDA)

November ~~14, 2018~~XX, 2023

By:

The City of Columbia

Office of Business Opportunities (OBO)

~~1225 Lady~~1401 Main Street, 4<sup>th</sup> Floor

Columbia, SC 29201

## Section I: Revolving Loan Fund Strategy

### Name of Organization

City Of Columbia, South Carolina

### List of Counties Comprising the Lending Territory

The lending territory is the city limits of the City of Columbia, South Carolina which is within Richland County, South Carolina

### I. Business Development Objectives

The City of Columbia, South Carolina, through economic development projects financed by the EDA funded Revolving Loan Fund, (RLF), seeks to:

1. Improve the number and caliber of job opportunities in the City of Columbia;
2. Retain existing jobs within the City of Columbia;
3. Foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs; and
4. Foster revitalization of commercial corridors throughout the City.

**II.** The Central Midlands Council of Government (CMCOG) Comprehensive Economic Development (CED) Strategy is the culmination of a strategic planning process to develop a five-year vision and policy framework for strengthening the regional government. The City of Columbia's RLF supports the following goals and objectives of the 2022-2027 CMCOG's CED:

- **Education and Workforce:** Support programs focused on removing barriers for small, minority, and women owned businesses (SWMBEs);
- **Economy:** Support entrepreneurship and small business development across the region, build small business capacity for the growth and creation of quality, living wage jobs by coordinating and expanding lending/funding opportunities, expanding pool of start ups by breaking down barriers to entry and building stronger sense of entrepreneurial community; and
- **Resilience:** Build SWMBE capacity for growth and development of livable wage jobs by expanding access to capital, expand access to capital, and support micro-lending programs.

## **II. Analysis of Capital Markets**

Survey data from the Federal Reserve show that nationally, the number of businesses that applied for financing but did not receive any has steadily increased from 2016 to 2021.<sup>1</sup> The data show that this inability to get the full financing sought was particularly heightened among minority-owned businesses and businesses with fewer employees, and these numbers increased dramatically between 2019 and 2021.<sup>2</sup> Debt financing is also a crucial tool for small businesses to be able to hire employees; there is a strong correlation between a small business owner's ability to hire and their ability to access credit (National Small Business Association 2016).<sup>3</sup> The National Small Business Administration also found that an inability to secure financing may have led 16 percent of small businesses to reduce their staff and around 10 percent of small businesses to reduce employee benefits. Credit is especially important for growth among small businesses with few employees. Companies continue to show interest in the Columbia market due to strong market drivers, increasing population, and diverse industries continuing to locate in this area. The projected employment growth rate for Columbia is 27.4% over the next 10 years.

According to the FDIC State Profile, Columbia has a total of 26 banking institutions with deposits of \$28.467 million at the end of Q1 2023, however small businesses continue to have limited access to sufficient capital. Even the alternative lending institutions in the region have limited resources and present barriers for start-up businesses. The need for capital in Columbia is due to the tightening of credit and lending constraints by various entities including but not limited to FDIC banks, NCUA credit unions, and private lenders. Lending institutions are less comfortable providing funding to small businesses, due to the increased risk. We have seen stricter guidelines as the country bounces back from the economic impact of the pandemic.

The City of Columbia's RLF program has proven successful in providing funding to small businesses that may otherwise have limited options. In addition, these revolving loan funds are a flexible source of capital that can be used in combination with more conventional sources. Often, these funds are a bridge between the amount the borrower can find on the private market and the amount required to start or sustain a business. Due to the competitive rates and flexible terms, a revolving loan fund provides access to possible financing sources for borrowers, while lowering overall risk for participating institutional lenders.

## **III. RLF Financing Strategy**

Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and

<sup>1</sup> Federal Reserve, Small Business Credit Survey, 23 (2022).

<https://www.fedsmallbusiness.org/survey/2022/report-on-employer-firms>

<sup>2</sup> For example, for businesses with 1 to 4 employees in 2019, 55 percent received less than the full financing sought, and by 2021, this number climbed to 77 percent. For businesses with more employees, they were more likely to report receiving the full amount of funding requested.

<sup>3</sup> National Small Business Association. 2012. "Small Business Access to Capital Survey." Washington, DC: National Small Business Association.

---. 2016. "Bank Examiners and Credit Scores." Washington, DC: National Small Business Association.

materials or in particular cases of supplying working capital where it is deemed necessary by the RLF Committee for the City of Columbia.

Accounting Principles

1. RLF's shall operate in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time in the United States and the provisions outlined in OMB Circular A-133 and the Compliance Supplement, as applicable.
2. In accordance with GAAP, a loan loss reserve may be recorded in the RLF financial statements to show the fair market value of the RLF's loan portfolio, provided this loan loss reserve is non-funded and represents non-cash entries (307.15).

Additionally, the City of Columbia RLF requires that:

1. Loan applicants must demonstrate the ability to repay the debt based on the terms of the loan;
2. Applicants must show evidence of adequate and acceptable collateral where required; and
3. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.

### **III.V. RLF Financing Policies**

#### **Underwriting Criteria**

The City of Columbia RLF uses the following underwriting criteria as the basis for financing decisions.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
3. The applicant's credit, capacity and collateral is adequate. The City of Columbia may take a subordinate position to other lenders. Borrowers should have a Debt Coverage Ratio of 1.0-1.15 and above. Collateral should have a maximum Loan to Value Ratio of 50-75% for inventory, equipment and receivables and 80% for Real Estate
4. The business data provided by the application shows the business as solvent, efficient and or profitable.
5. The applicant demonstrates adequate funding to complete the proposed improvement project.
6. Each loan is required to create or retain at least one job per \$35,000 in funds awarded
7. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
8. No conflicts of interest or perceived conflicts of interest exist preventing award.
9. Preference will be shown to applicants included in one or more of the following classifications:
  - a. minority-owned small businesses;
  - b. women-owned small-businesses;
  - c. commercial and/or business activities which have a significant economic benefit;
  - d. acquisition and renovation of older buildings in a target area;
  - e. businesses involving new technology; and
  - f. applicants with high job and private to public dollar leveraging ratios

#### **Terms**

The maximum loan amount is \$200,000.

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory up to 3 years with review every six months
- D. ~~working~~Working capital: up to 2 years with review every six months
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

### Limits

Working capital loans shall be initially limited to thirty percent (30%) of the total Revolving Loan Fund Program's portfolio. Loans to start-up businesses shall be limited to 30% of the Total Revolving Loan Fund Portfolio.

### Bank Participation

The City of Columbia, South Carolina requires bank participation on all loans funded through the EDA CRLF. ~~A letter of credit must be submitted with the loan application.~~ A letter of credit turn-down is not required rather, "evidence that credit is not otherwise available to the applicant on terms and conditions that permit the completion or successful operation of the project", i.e. a file note specifying this, is sufficient. (307.11).

EDA funds require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed. (307.11)

The City of Columbia may waive this requirement in the aftermath of a natural disaster or for a period of eighteen (18) months after the disaster. Also, this requirement may be waived during the period of a federally declared national economic recession and the eighteen (18) months after such recession.

Any federal, state, or local loan program may also be used to meet the participation requirement for EDA CRLF loans.

### Additional Eligibility Requirements

1. The applicant must fit the definition of small business as defined by the City of Columbia (fifty employees or less).
2. The business must be located within the corporate limits of the City of Columbia, South Carolina.
3. Each applicant must agree to comply with all applicable federal, state or local rules and regulations and to pay any and all fees required by the City of Columbia for participation in the commercial revolving loan fund program.
4. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the target area without public support.
5. Principals must provide personal guarantees.



6. An applicant unable to obtain the desired financing at reasonable terms from the financial lending institution in which the applicant principally deals is eligible.

### Ineligible Uses

RLF Cash Available for Lending shall be used for the purpose of making RLF loans that are consistent with an RLF Plan or such other purposes approved by EDA. To ensure that RLF funds are used as intended, each loan agreement must clearly state the purpose of each loan.

RLF Cash Available for Lending shall not be used as follows:

1. Acquire an equity position in a private business;
2. -Subsidize interest payments on an existing RLF loan;
3. -Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;
4. Enable borrowers to acquire an interest in a business either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objectives of the RLF;
5. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investment unrelated to the RLF; or
6. Refinance existing debt, unless:
  - i. The RLF Recipient sufficiently demonstrates in the loan documentation a “*sound economic justification*” for the refinancing (e.g., the refinancing will support additional capital investment intended to increase business activities). For this purpose, reducing the risk of loss to an existing lender(s) or lowering the cost of financing to a borrower shall not, without other indicia, constitute a sound economic justification; or
  - ii. RLF Cash Available for Lending will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable time frame approved by EDA following the date of refinancing. (307.17)
7. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
8. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
9. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.

10. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
11. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.

~~IV~~12. Serve as collateral to obtain credit or any other type of financing without EDA's prior written approval (e.g., loan guarantees).

13. Support operations or administration of the RLF grantee except in specific circumstances approved by EDA.

14. Undertake any activity that would violate EDA Property regulations found at 13 CFR part 314.4.

15. Non-relocation. Recipient must not use RLF Award funds to induce the relocation of existing jobs within the U.S. that are located outside of Recipient's jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that RLF Award funds were used for such purposes, EDA may pursue appropriate enforcement action, including suspension of disbursements and termination of the RLF Award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

16. Finance gambling activity, performances or products of a prurient sexual nature, or any illegal activity, including the cultivation, distribution, or sale of marijuana that is illegal under Federal law.

## **V. RLF Portfolio Standards**

### **RLF Leveraging**

RLF loans must leverage an additional investment of at least two dollars for every one dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months of approval of an RLF loan, as part of the same business development project, and may include:

- i. Capital invested by the borrower or others;
- ii. Financing from private entities;
- iii. The non-guaranteed portions and ninety (90) percent of the guaranteed portions of any federal loan; or
- iv. Loans from other state or local lending programs.

Private investments shall not include accrued equity in a borrower's assets. (307.15)

### **Private Equity Investment**

RLF loans funded by EDA encourage a 2 to 1 match and have a minimum of 50% of the total project cost required to be from other non-RLF sources of equity for each loan.

### Minority and Woman owned Business Participation

A goal of 40% minority participation in the initial CRLF was established ~~at the request of EDA.~~ The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed. Additionally, a goal of 35% participation of woman-owned businesses shall be established for the fund.

## **Section II. Operational Procedures**

### **I. Organizational Structure**

The EDA CRLF is managed by the City of Columbia through the Office of Business Opportunities (OBO). The OBO has a Director and a Commercial Loan Officer primarily responsible for managing the RLF and coordinating the activities of the Commercial Revolving Loan Fund (CRLF) Committee.

### **II. Commercial Revolving Loan Fund (CRLF) Committee**

The CRLF Committee consists of seven (7) members who assume responsibility for final approval of loan applications. The CRLF committee is comprised of (1) attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director of the City of Columbia. Individuals for these positions are appointed by City Council for two (2) year terms. City staff members on the committee must not be the direct supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny referrals for legal action on defaulted loans;
4. Review policies and procedures which apply to CRLF funds; (any modification of policies may require further approval by EDA and Council); and

5. Review quarterly portfolio reports provided by OBO staff.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

The CRLF committee may waive any requirements for financing as long as minimum federal standards are maintained where there is significant economic impact, job creation, private commitment, or other economic development factors. Any waivers require EDA written approval.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

### **III. Conflict of Interest**

It is EDA's and the Department's policy to maintain the highest standards of conduct to prevent conflicts of interest in connection with the award of Investment Assistance or its use for reimbursement or payment of costs (e.g., procurement of goods or services) by or to the Recipient. The OBO staff and CRLF Committee members must sign the Standards of Conduct, to include the conflict of interest policy.

A conflict of interest generally exists when an Interested Party<sup>4</sup> participates in a matter that has a direct and predictable effect on the Interested Party's personal or financial interests. A conflict may also exist where there is an appearance that an Interested Party's objectivity in performing his or her responsibilities under the Project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an Interested Party is unable to render impartial assistance, services or advice to the Recipient, a participant in the Project or to the Federal government. Additionally, a conflict of interest may result from non-financial gain to an Interested Party, such as benefit to reputation or prestige in a professional field

1. An Interested Party shall not receive any direct or indirect financial or personal benefits in connection with the award of Investment Assistance or its use for payment or reimbursement of costs by or to the Recipient.
2. An Interested Party shall also not, directly or indirectly, solicit or accept any gift, gratuity, favor, entertainment or other benefit having monetary value, for himself or herself or for another person or entity, from any person or organization which has obtained or seeks to obtain Investment Assistance from EDA.

<sup>4</sup> Interested Party means any officer, employee or member of the board of directors or other governing board of the Recipient, including any other parties that advise, approve, recommend or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. An Interested Party also includes the Interested Party's Immediate Family and other persons directly connected to the Interested Party by law or through a business arrangement. Title 13 Code of Federal Regulations 300.3

3. Costs incurred in violation of any conflicts of interest rules contained in this chapter or in violation of any assurances by the Recipient may be denied reimbursement.

In addition to the rules set forth in this section:

1. An Interested Party of a Recipient of an RLF Grant shall not receive, directly or indirectly, any personal or financial benefits resulting from the disbursement of RLF loans;
2. A Recipient of an RLF Grant shall also not lend RLF funds to an Interested Party; and
3. Former board members of a Recipient of an RLF Grant and members of his or her Immediate Family shall not receive a loan from such RLF for a period of two (2) years from the date that the board member last served on the RLF's board of directors. (302.17)
4. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.
5. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.
6. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.
  - a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.
  - b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict
  - c. When a conflict of interest or perceived conflict of interest arises, the Commercial Revolving Loan Fund committee may not loan funds to an interested party.
  - d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

- e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.
- 7. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.
- 8. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.

#### **IV. Interest Rate**

An RLF Recipient may make loans to eligible borrowers at interest rates and under conditions determined by the RLF Recipient to be appropriate in achieving the goals of the RLF. The minimum interest rate an RLF Recipient may charge is four (4) percentage points below the lesser of the current money center prime interest rate quoted in the *Wall Street Journal*, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the *Wall Street Journal*. Should the prime interest rate listed in the *Wall Street Journal* exceed fourteen (14) percent, the minimum RLF interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of the RLF Recipient to implement its financing strategy. (307.15)

## V. RLF Income

RLF Income must be placed into the RLF Capital base for the purpose of making loans or paying for eligible and reasonable administrative costs associated with the RLF's operations. RLF Income may fund administrative costs, provided:

1. Such RLF Income and the administrative costs are incurred in the same ~~six~~12-month (~~6~~12) Reporting Period;
2. RLF Income that is not used for administrative costs during the ~~six~~twelve month (~~6~~12) Reporting Period is made available for lending activities;
3. RLF Income shall not be withdrawn from the RLF Capital base in a subsequent; and Reporting Period for any purpose other than lending without the prior written consent of EDA; and 4.
- ~~4. The RLF Recipient completes an RLF Income and Expense Statement (the "Income and Expense Statement") as required under § 307.14(c).~~

When charging costs against RLF Income, RLF Recipients must comply with applicable federal cost principles and audit requirements as found in:

1. 2 CFR part 225 (OMB Circular A-87 for State, local, and Indian tribal governments),
2. CFR part 230 (OMB Circular A-122 for non-profit organizations other than institutions of higher education, hospitals or organizations named in OMB Circular A-122 as not subject to such Circular), and 2 CFR part 220 (OMB Circular A-21 for educational institutions); and (2) OMB Circular A-133 for Single Audit Act requirements for States, local governments, and non-profit organizations and the Compliance Supplement, as appropriate. (307.12)

All Principal and interest payments will revolve back into the revolving loan fund. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the RLF. Principal and any interest not used for administrative expenses will revolve into the RLF for relending. Cash available for lending must be held in an interest-bearing account.

## VI. Loan Delinquency and Default

The City currently uses Amerinet as the loan servicing agent for the RLF.

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – over 30 days late; and
- C. default - 90 days late.



1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
  - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
  - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the other lenders or the city manager who may specify other possible action.

~~EDA funds may be used to take first position on a defaulted loan. However, the transaction must be completed within a reasonable time frame approved by EDA.~~

#### Priority of payments on defaulted RLF loans

When an RLF Recipient receives proceeds on a defaulted RLF loan that is not subject to liquidation pursuant to § 307.20, such proceeds shall be applied in the following order of priority:

- (1) *First*, towards any costs of collection;
- (2) *Second*, towards outstanding penalties and fees;
- (3) *Third*, towards any accrued interest to the extent due and payable; and
- (4) *Fourth*, towards any outstanding principal balance. (307.12)

## **VII. Loan Applications and Documentation**

### Application Procedure

1. An application form and all required supporting documentation must be submitted prior to a loan request being considered by the City of Columbia.
2. Loan Applications must include the following to be considered complete:
  - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
  - b. Personal financial statements for all principals of the business.

- c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
  - d. If an Applicant does not have three (3) years of tax returns or financial statements, the City of Columbia shall require personal tax returns of the principals in the business
  - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
  - f. A detailed projection of earnings for the next three (3) years must be submitted by the —applicant
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the RLF committee for approval within sixty (60) days.
  4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
  5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.
  6. If City of Columbia staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the RLF Committee of all applications that have been determined to be ineligible.

#### Loan Closing Documentation

~~Prior to the disbursement of any EDA funds, the RLF Recipient shall certify that standard RLF loan documents reasonably necessary or advisable for lending are in place and that these documents have been reviewed by its legal counsel for adequacy and compliance with the terms and conditions of the Grant and applicable State and local law.~~ All loan files are maintained in a secure location in locked file cabinets. The standard loan documents must include, at a minimum, the following:

- i. Loan application;
- ii. Loan agreement;
- iii. ~~Board of directors'~~ CRLF Committe meeting minutes approving the RLF loan;
- iv. Promissory note;
- v. Security agreement(s);
- vi. Deed of trust or mortgage (as applicable);
- vii. Agreement of prior lien holder (as applicable); ~~and~~
- viii. ~~-Evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed. A waiver to this requirement is allowed in instances of natural disasters and economic recessions. (307.11)); and~~
- ix. Determination of level of environmental review required;
- x. Environmental Review, if applicable

### Loan Closing Process

1. All loans are closed by an attorney representing the loan recipient.
2. Funds are wired to the closing Attorney's escrow account.
3. The closing Attorney then disperses the funds to the recipient.

### Loan Monitoring

1. City staff should ensure that the borrower has cash flow available to repay the loan.
2. Generally, all loans are to be collateralized sufficiently to provide a legitimate secondary repayment source through the life of the loan. Additionally, personal guarantees are required on all loans.
3. All Subordination agreements may be executed by City staff unless the result is to change the City's position to a lesser position in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
4. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
5. City staff should insure that all loans are protected through adequate insurance coverage.
6. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
7. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
- ~~8. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.~~

## **VIII. Environmental Considerations Review**

Compliance with environmental laws must be completed and documented prior to the funding of any RLF project. This includes compliance with historic preservation regulations. An Environmental Assessment is required in cases where new construction is proposed. Projects that do not involve construction (i.e. purchase of machinery and equipment) may be exempt from the assessment requirement. If the environmental review process determines that the RLF project is exempt from the National Environmental Policies Act (NEPA) 19 requirements and other environmental review procedures in accordance with 24 CFR Part 58, a Finding of Exemption Form must be filled out.

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer

under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

**a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)**

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

**b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)**

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural

Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation’s Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

**c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)**

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

**d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)**

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

**e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)**

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

**f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)**

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

**g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)**

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.

**h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)**

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

**i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)**

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

**j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)**

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

**k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)**

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

**l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 *note et seq.*)**

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

**m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)**

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

**n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)**

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

**o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)**

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be



discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

**p. Rivers and Harbors Act (33 U.S.C. § 407)**

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

**q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)**

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

**r. Executive Order 13112 (Invasive Species, February 3, 1999)**

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

**s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)**

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S. Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

**Environmental Review Implementation:**

Loan applicants will provide project information to allow RLF organization to determine the level of environmental review based on activity. RLF organization will document review level utilizing the statutory worksheet and include in loan file. A copy of the environmental review will also be maintained in file, if required.



The RLF organization shall adopt procedures to assess the significance of environmental impacts of activities to be financed in compliance with the National Environmental Policy Act of 1969. No activity shall be financed which would result in a significant adverse environmental impact under the following conditions:

No project shall be approved which would result in the alteration of or have an adverse impact on any wetland without prior consultation with the U.S. Department of the Interior, Fish and Wildlife Service, and, if applicable, the loan applicant obtaining a section 404 permit from the Army Corps of Engineers.

Consistent with E.O. 11988, no project shall be approved which would result in new above ground development in a 100 year flood plain. Loan applicants will be required to submit evidence of the proposed development in concert with FEMA Flood Insurance Rate Maps.

The State Historic Preservation Officer, (SHPO) shall be notified of each loan proposal that involves new construction or expansion and asked to submit comments on the effect of the proposed activity on any historic and archaeological sites. RLF staff shall work with the SHPO and loan applicant in cases where the SHPO has recommended actions and no project shall be approved when the project has been determined an adverse impact.

All proposed loan applicants shall be requested to provide information indicating whether or not there are hazardous materials such as EPA listed (see 40 CFR 300), hazard substances, leaking underground storage tanks, asbestos, polychlorinated biphenyls (PCB), or other hazardous materials on site that have been improperly handled and have the potential of endangering public health. If deemed necessary, loan applicants may be required to perform or provide evidence of a Phase I site assessment to identify possible sources of contamination, a Phase II site assessment to test soil and/or groundwater, and a Phase III site remediation involving mitigation of applicable contaminants. No project shall be approved if there are cases where there are unresolved site contamination issues. (307.10 (a))

The Loan Officer may need to complete a preliminary environmental survey (if not already requested by the participating bank) on all loans to be secured by commercial real estate including vacant land to be used for commercial or residential development. A Phase I Environmental study may be required based upon the findings in the preliminary study.

## **IX.IX. Davis Bacon (Construction Projects Only)**

In accordance with section 602 of PWEDA (42 U.S.C. § 3212), all laborers and mechanics employed by contractors or subcontractors on construction-related projects receiving investment assistance under PWEDA shall be paid wages not less than those prevailing on similar construction in the locality, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. See 13 CFR § 302.13. Therefore, Recipient must comply with, and must further ensure that any borrower, contractor, or subcontractor complies with Davis-Bacon prevailing wage rates where construction work is financed in whole or in part with RLF Award funds. Where the land facilitating construction is purchased in part or in whole with RLF Award funds, this requirement extends to construction work, including that which is not directly paid for with RLF Award funds.

The Contract Work Hours and Safety Standards Act. Recipient must ensure that any borrower, contractor, or subcontractor complies with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), which provides work hour standards for every laborer and mechanic employed by a contractor or subcontractor in the performance of certain work financed at least in part with Federal funds.

## **X. RLF Reporting**

1. All RLF Recipients, including those receiving Recapitalization Grants for existing RLFs, must complete and submit an RLF report in a format and at a frequency as required by EDA. (307.14)
2. RLF Recipients must certify as part of the RLF report to EDA that the RLF is operating in accordance with the applicable RLF Plan and that the information provided is complete and accurate. RLF Recipients also must describe (and propose pursuant to § 307.9) any modifications to the RLF Plan to ensure effective use of the RLF as a strategic financing tool.
3. ~~An RLF Recipient using either fifty (50) percent or more (or more than \$100,000) of RLF Income for administrative costs in a six-month (6) Reporting Period must submit to EDA a completed Income and Expense Statement (Form ED-209I or any successor form) for that Reporting Period in electronic format, unless EDA approves a paper submission. (307.14)~~

~~In addition, a semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.~~

- ~~X3. EDA will notify Recipient on an annual basis of the Allowable Cash Percentage that is applicable to lending during Recipient's ensuing fiscal year. During the Revolving Phase, Recipient must manage its loan repayment and lending schedule in order to avoid exceeding the Allowable Cash Percentage.~~
4. EDA will evaluate Recipient's management and operation of the RLF Award using a Risk Analysis System that measures a variety of factors, including but not limited to capital, assets, management, earnings, liquidity, and strategic results. EDA plans to provide to Recipient a risk analysis rating of the RLF on at least an annual basis.

5. An RLF Recipient must submit GPRA semi-annual reports for five years during the disbursement phase and GPRA annual reports for five years including during the revolving phase.

## **XI. Records and Retention**

### *Closed Loan Files and Related Documents*

The RLF Recipient shall maintain Closed Loan files and all related documents, books of account, computer data files and other records over the term of the Closed Loan and for a three-year (3) period from the date of final disposition of such Closed Loan. The date of final disposition of a Closed Loan is the date:

1. Principal, interest, fees, penalties and all other costs associated with the Closed Loan have been paid in full; or
2. Final settlement or discharge and cessation of collection efforts of any unpaid amounts associated with the Closed Loan have occurred.

### *Administrative Records*

RLF Recipients must at all times:

1. Maintain adequate accounting records and source documentation to substantiate the amount and percent of RLF Income expended for eligible RLF administrative costs.
2. Retain records of administrative expenses incurred for activities and equipment relating to the operation of the RLF for three (3) years from the actual submission date of the last semi-annual report that covers the Reporting Period in which such costs were claimed.
3. Make available for inspection retained records, including those retained for longer than the required period. The record retention periods described in this section are minimum periods and such prescription does not limit any other record retention requirement of law or agreement. In no event will EDA question claimed administrative costs that are more than three (3) years old, unless fraud is at issue. (307.13)

#### 4. Grantee certifies that at all times, not just in disbursement phase that

- a. Accounting system is adequate.
- b. Standard loan documents necessary or advisable are in place.
- c. Fidelity bond coverage is sufficient – and is at least the amount of the maximum loan.

Subsequent to approval and commitment, City of Columbia staff will coordinate loan closing with the other lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City of Columbia staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

### Privacy Protection Policy

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

### **XIXII.**      **Loan Write-off Policy**

All loans will be reviewed annually by OBO staff and finance department to examine all loans and adjust each fund's allowance for doubtful accounts/debts in the financial statements based on objective criteria that will measure whether any loan impairment exists.

The following criteria will be used in determining when and if a loan should be written off:

- a. loan compliance;
- b. collateral pledged;
- c. payment history;
- d. borrower's attitude and cooperation toward compliance/remedies; and
- e. status of collection attempts.

When all reasonable collection attempts have been performed and it is determined that there is little or no likelihood of recovery, the loan officer will recommend that the loan be written off. Loans that are 180 days past due (and not previously written off by the Finance Department) may be written off at the discretion of the Director and the Loan Committee. The Loan Officer must make every attempt to work with the borrower to repay the loan. It must be documented that the repayment of the loan balance is unlikely and all other forms of collection have been exhausted before the loan is considered for write-off.

If a loan is written off, the borrower may still repay the outstanding debt. Should any repayment occur after a loan is written off, these funds should be deposited into the proper revolving loan fund.

In the event of a write-off, the City of Columbia will provide the borrower a form 1099 C, as required by the Internal Revenue Service, which makes the amount of the loan, accrued interest and any penalties taxable for the borrower in the taxable year the loan was written off.



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Planning and Development Services

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

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP AMENDMENT,  
AND ZONING MAP AMENDMENT for 7716 Garners Ferry  
Road; TMS#19102-01-01

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map**

**Council District: 3**

**Proposal: Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.**

**Applicant: C & B Real Estate Investments, LLC**

**Staff Recommendation: Approval**

**PC Recommendation: 08/10/2023; Approval (5-0)**

**First reading approval was given on September 19, 2023.**

**ATTACHMENTS:**

- **#a:** ANNEX-2023-0016\_GarnersFerry7716\_ZPH\_Packet (PDF)
- **#b:** 2023-106 - Annex and Incorporate 7716 Garners Ferry Road (PDF)
- **#c:** GarnersFerry7716\_Offer\_Notice - July 2023(PDF)
- **#d:** GarnersFerry7716\_Petition (PDF)

Action Item (ID # 8718)

Meeting of October 3, 2023

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.



## CITY OF COLUMBIA

September 19, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7716 Garners Ferry Road; TMS# 19102-01-01

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|                               |                                                                                                                                                                                                                                                                          |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 3                                                                                                                                                                                                                                                                        |
| Proposal:                     | Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County. |
| Applicant:                    | C & B Real Estate Investments, LLC                                                                                                                                                                                                                                       |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                 |
| PC Recommendation:            | 08/10/2023; Approval (5-0)                                                                                                                                                                                                                                               |
| ZPH, 1 <sup>st</sup> Reading: | 09/19/2023; Pending                                                                                                                                                                                                                                                      |
| 2 <sup>nd</sup> Reading:      | 10/03/2023; Pending                                                                                                                                                                                                                                                      |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 1.80 acres  
**Current Use:** Undeveloped  
**Proposed Use:** Commercial  
**Reason for Annexation:** Municipal Services  
**Urban Service Area:** Donut Hole- Primary  
**Current County Land Use Classification:** Neighborhood (Medium Density)  
**Proposed City Land Use Classification:** Community Activity Corridor (AC-2)  
**Current County Zoning:** General Commercial (GC)  
**Proposed City Zoning:** General Commercial District (GC)  
**Census Tract:** 116.08

#### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

##### Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$1,000 per year**, based on calls to similar commercial properties within the City limits.



**Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

**Solid Waste**

The Solid Waste Division does not typically provide service to this type of development.

**Engineering**

City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

**Water Customer Care**

This will be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

**Planning & Development Services**

**We recommend approval** of the annexation of this property, which is located within an area classified as Donut Hole – Primary within the Urban Service Area plan. The property is proposed for development, with a potential car wash to be located upon the site. The real estate tax revenue generated for the City would be **approximately \$4,700 per year** based on the estimated taxable value of this property after development.

\* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

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## **PLANS, POLICIES, AND LAND USE**

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***Urban Service Area***

Subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

**Principles and Goals of the Urban Service Area**

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

**Donut Holes - Primary**

*Donut Holes - Primary* are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

*Donut Holes* are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

*Donut Holes* can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents. *both*

within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

*Comprehensive Plan Land Use Classification*

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

**Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.**

*Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

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**PROPOSED ZONING DISTRICT SUMMARY**

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The parcel is currently zoned GC by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Single Family – Small Lot District (RSF-3) across Hair Street to the north, and General Commercial District (GC) across Garners Ferry Road to the south. Adjacent parcels in unincorporated Richland County are currently zoned GC to the east and across Pridmore Street to the west.

The proposed City of Columbia zoning district is General Commercial District (GC).

**Refer to attached zoning district description for proposed City of Columbia zoning.**

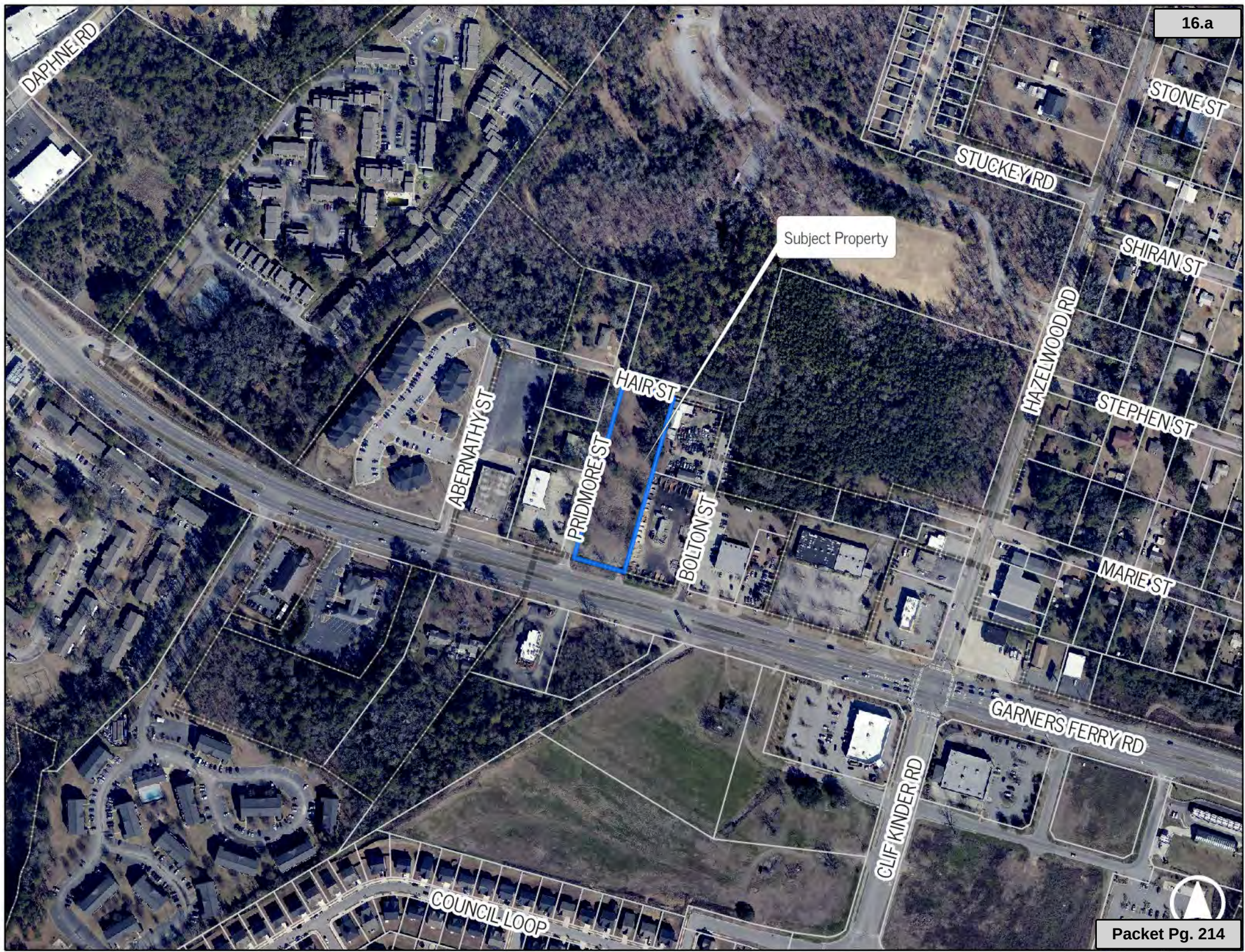
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**STAFF RECOMMENDATION**

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Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (GC) at the time of annexation.







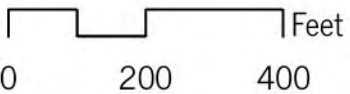
# Future Land Use

7716 Garners Ferry Road, TMS# 19102-01-01  
Current Richland Co. Future Land Use: Neighborhood (Medium Density)  
Proposed City Future Land Use: Community Activity Corridor (AC-2)

16.a

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

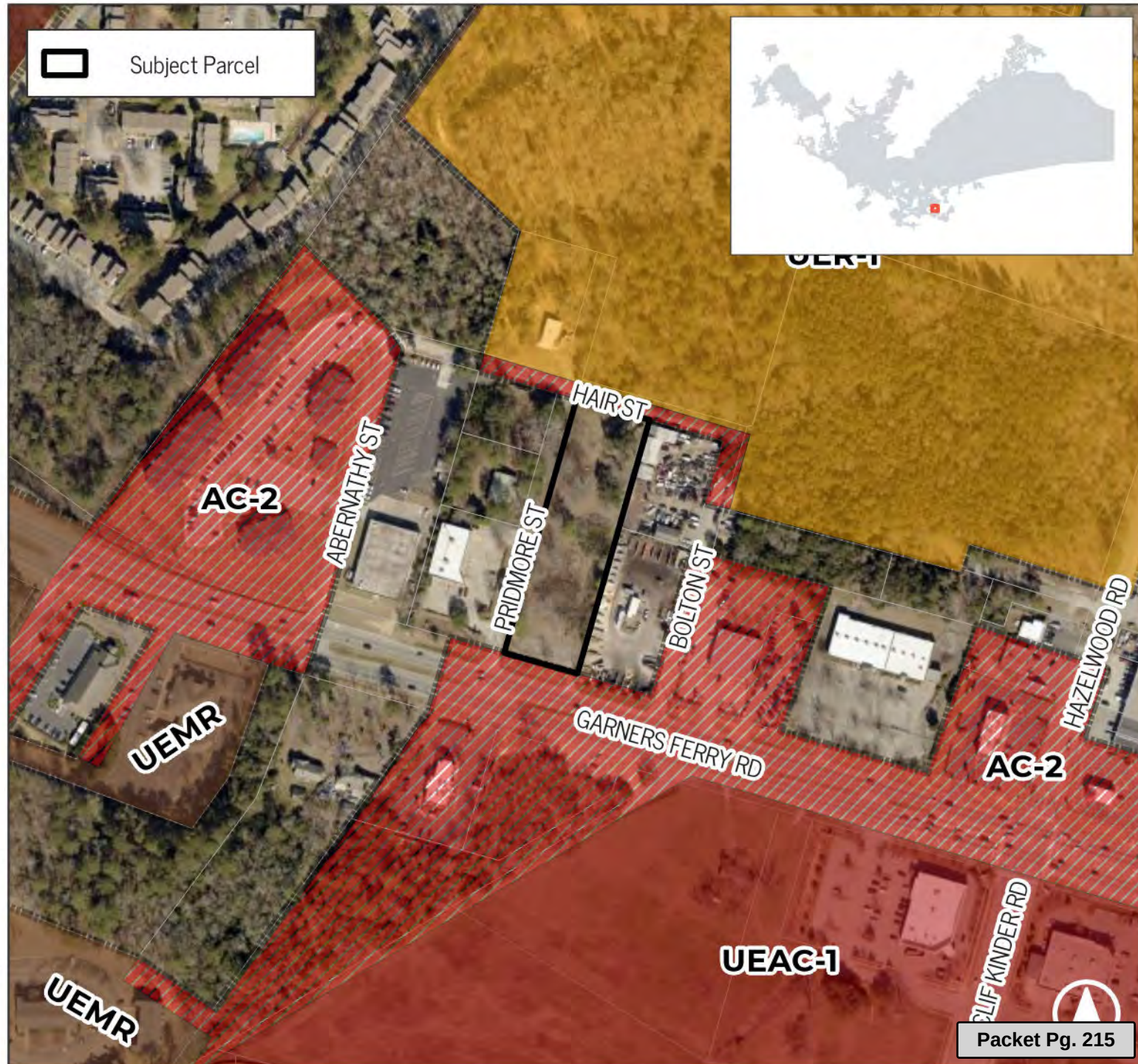


## Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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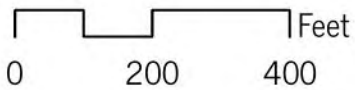
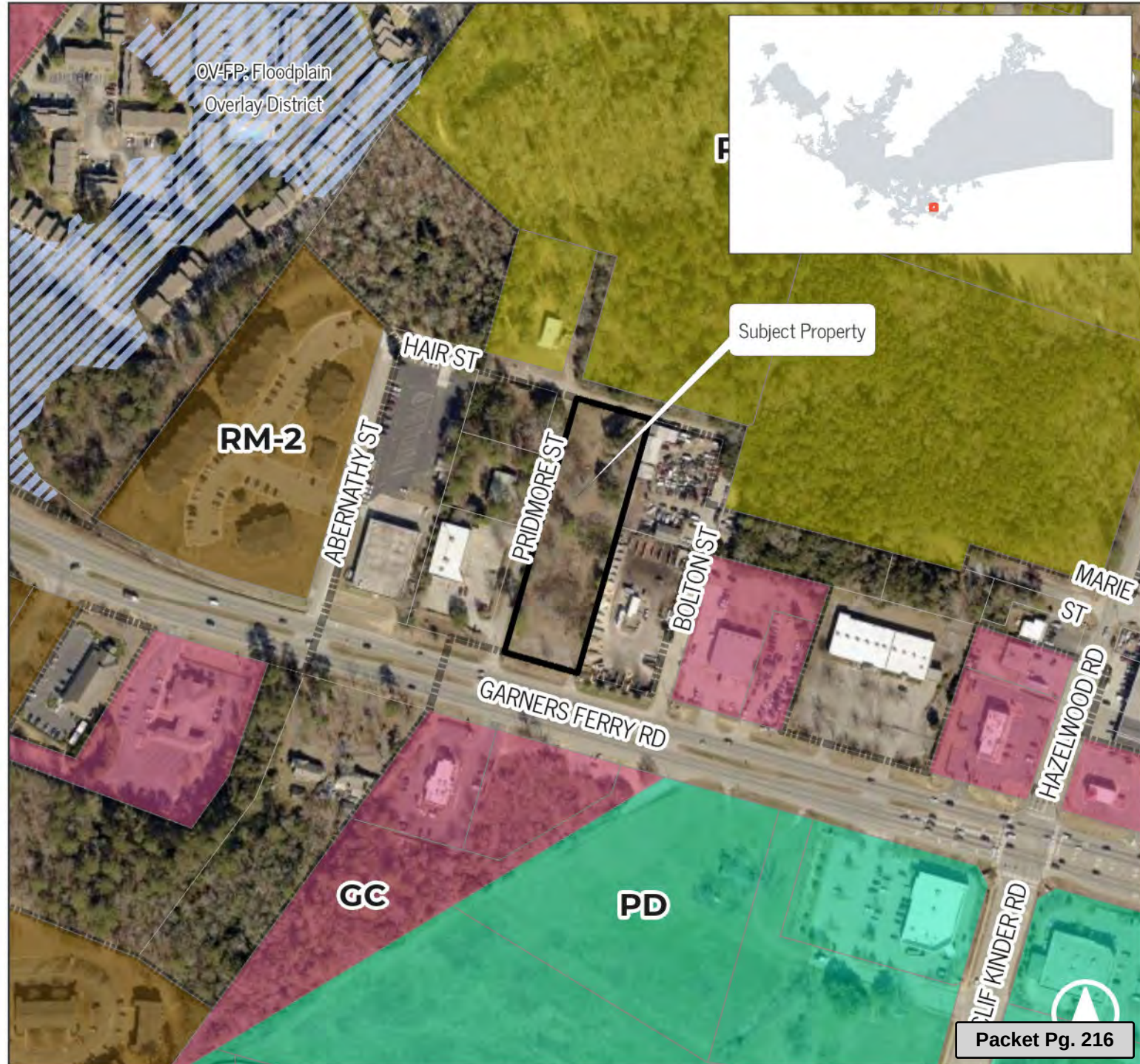
# Zoning

7716 Garners Ferry Road, TMS# 19102-01-01  
 Current Richland Co. Zoning: General Commercial (GC)  
 Proposed City Zoning: General Commercial (GC)

16.a

## Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



## Planning & Development Services Department

Created by: swudson Date: 7/17/2023



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# Current Future Land Use Classification



## NEIGHBORHOOD (MEDIUM-DENSITY)

### Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



### Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



### Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

### Recommended Land Uses

**Primary Land Uses:** Single-family detached houses, duplexes, townhomes

**Secondary Land Uses:** Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

### Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.



6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

#### **Relevant Plans**

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

#### **Priority Investment Areas**

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

#### **Areas of Common Interest**

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

#### **Existing Zoning Districts of Similar Character**

RS-LD, RS-MD,MH,PDD

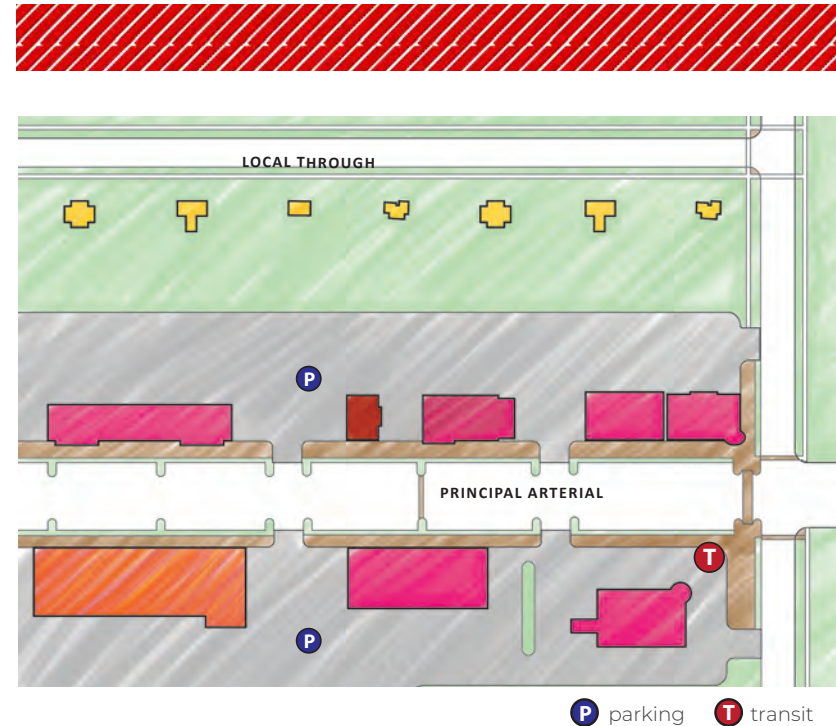


# Proposed Future Land Use Classification

## Development Types

### COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community 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 three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



### AC-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

#### SECONDARY TYPES

- Multi-family Small & Medium

#### TERTIARY TYPES

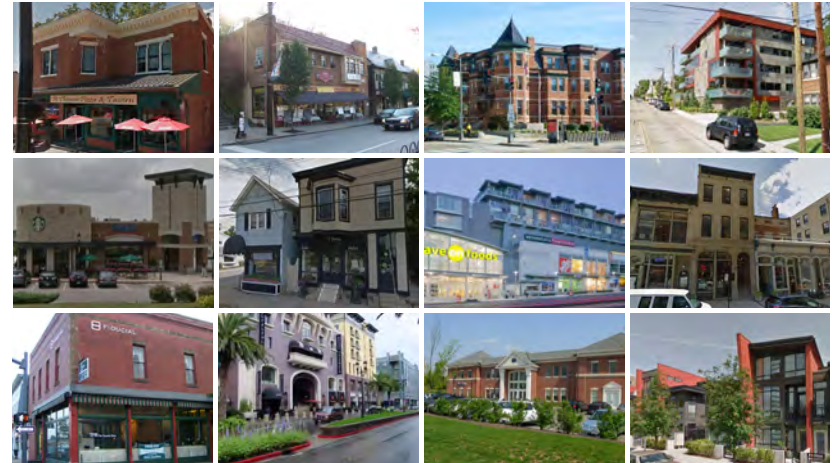
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

*See matrix for appropriate park/open space types.*

## Development Types

### AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. 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. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

# Proposed Zoning District



## GC: General Commercial District

### Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

### Intensity and Dimensional Standards

#### (1) Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | N/A      |
| Lot Width, min. (ft.)               | N/A      |
| Lot Coverage, max. (% of site area) | N/A      |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 20       |
| Side Yard Setback, min. (ft.)       | N/A      |
| Rear Yard Setback, min. (ft.)       | 10       |
| Building Height, max. (ft.)         | 75       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                          |                                          |                                    |
|----------------------------------------------------------|------------------------------------------|------------------------------------|
| Dwelling, mixed-use <sup>2</sup>                         | Community recreation center <sup>2</sup> | Elementary, middle, or high school |
| Dwelling, multifamily <sup>2</sup>                       | Cultural facility                        | School, business or trade          |
| Dwelling, single-family detached <sup>2</sup>            | Day care facility <sup>1</sup>           | Hospital                           |
| Dwelling, two-family <sup>2</sup>                        | Government office                        | Laboratory, medical or dental      |
| Continuing care retirement community (CCRC) <sup>1</sup> | Library                                  | Medical or dental clinic/office    |
| Residential care facility <sup>2</sup>                   | Membership organization facility         | Nursing care facility              |
| Broadcasting studio                                      | Place of worship <sup>1</sup>            | Arboretum or botanical garden      |
| Newspaper or periodical publishing establishment         | Public safety facility                   | Cemetery                           |
|                                                          | Social services facility                 | Park or greenway <sup>1</sup>      |
|                                                          | College or university                    | Park and ride                      |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**GC: GENERAL COMMERCIAL**

|                                                        |                                                         |                                                    |
|--------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| Parking lot <sup>1</sup>                               | Non-depository personal credit institution <sup>1</sup> | Community garden <sup>2</sup>                      |
| Parking structure <sup>2</sup>                         | Repair of personal goods                                | Crop production and processing                     |
| Passenger terminal, surface transportation             | Car wash                                                | Warehouse distribution and storage <sup>2</sup>    |
| Utility facility, major <sup>2</sup>                   | Amusement park                                          | Wholesale sales, not elsewhere listed <sup>2</sup> |
| Utility facility, minor                                | Arena, stadium, or outdoor theater                      | Manufacturing, assembly, or fabrication, light     |
| Animal shelter <sup>2</sup>                            | Banquet hall                                            |                                                    |
| Kennel <sup>1</sup>                                    | Performing arts center                                  |                                                    |
| Veterinary hospital or clinic <sup>1</sup>             | Recreation facility, indoor, not elsewhere listed       |                                                    |
| Equipment rental                                       | Recreation facility, outdoor, not elsewhere listed      |                                                    |
| Laboratory, testing or research                        | Building supplies and equipment store <sup>2</sup>      |                                                    |
| Lawn, tree, or pest control services                   | Consumer goods store                                    |                                                    |
| Linen or uniform supply                                | Convenience store <sup>2</sup>                          |                                                    |
| Self-service storage <sup>1</sup>                      | Farmers' market                                         |                                                    |
| Eating establishment only <sup>1</sup>                 | Fuel sales (bulk) <sup>2</sup>                          |                                                    |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Grocery store or food market <sup>1</sup>               |                                                    |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Liquor store <sup>2</sup>                               |                                                    |
| Funeral home or mortuary                               | Pawn shop <sup>2</sup>                                  |                                                    |
| Business/Professional office                           | Commercial vehicle sales and rentals <sup>1</sup>       |                                                    |
| Contractor's office                                    | Gasoline sales and service station <sup>1</sup>         |                                                    |
| Bank, retail                                           | Personal vehicle repair and maintenance <sup>2</sup>    |                                                    |
| Beauty salon or barbershop                             | Personal vehicle sales and rentals <sup>1</sup>         |                                                    |
| Body piercing or tattoo establishment <sup>1</sup>     | Vehicle equipment supplies sales and rentals            |                                                    |
| Dry cleaning pick-up <sup>1</sup>                      | Bed and breakfast <sup>1</sup>                          |                                                    |
| Laundry, coin-operated                                 | Hotel or motel                                          |                                                    |
| Nail salon                                             |                                                         |                                                    |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**ORDINANCE NO.: 2023-106**

*Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; **NOW THEREFORE,**

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 7716 Garners Ferry Road and TMS# 19102-01-01 containing 1.8 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.08, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning

of General Commercial (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19102-01-01

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 \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

**ORDINANCE NO.: 2023-106**  
**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

LEGAL DEPARTMENT DRAFT

Last revised 8/16/2023  
23018028

# MEMORANDUM

## Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2023

RE: **Property Address:** 7716 Garners Ferry Road  
**Richland County TMS#:** 19102-01-01  
**Owner(s):** C & B Real Estate Investments, LLC  
**Current Use:** Undeveloped  
**Proposed Use:** Commercial  
**Current County Land Use:** Neighborhood (Medium Density)  
**Proposed City Land Use:** Community Activity Center (AC-2)  
**Current County Zoning:** General Commercial (GC)  
**Proposed City Zoning:** General Commercial (GC)  
**Reason for Annexation:** Municipal Services; Donut Hole - Primary  
**City Council District:** 3  
**Census Tract:** 116.08

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 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

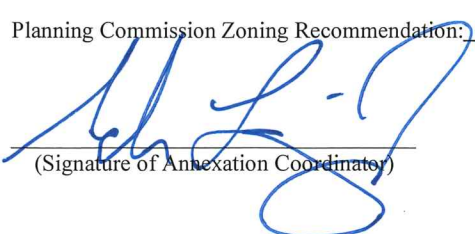
cc:

Clint Shealy, Assistant City Manager  
 Jeff Palen, Assistant City Manager/CFO  
 Dana Higgins, Director, Engineering  
 Frank Eskridge, Director, Utilities  
 Robert Anderson, Public Works Director  
 Krista Hampton, Planning & Development Services  
 Kelly Smith, Business License Administrator  
 Greg Williams, Business Liaison  
 Tiffany Latimer, Customer Care Administrator  
 Todd Beiers, Building Official  
 Michelle Brazell, Engineering  
 Police Planning & Research  
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

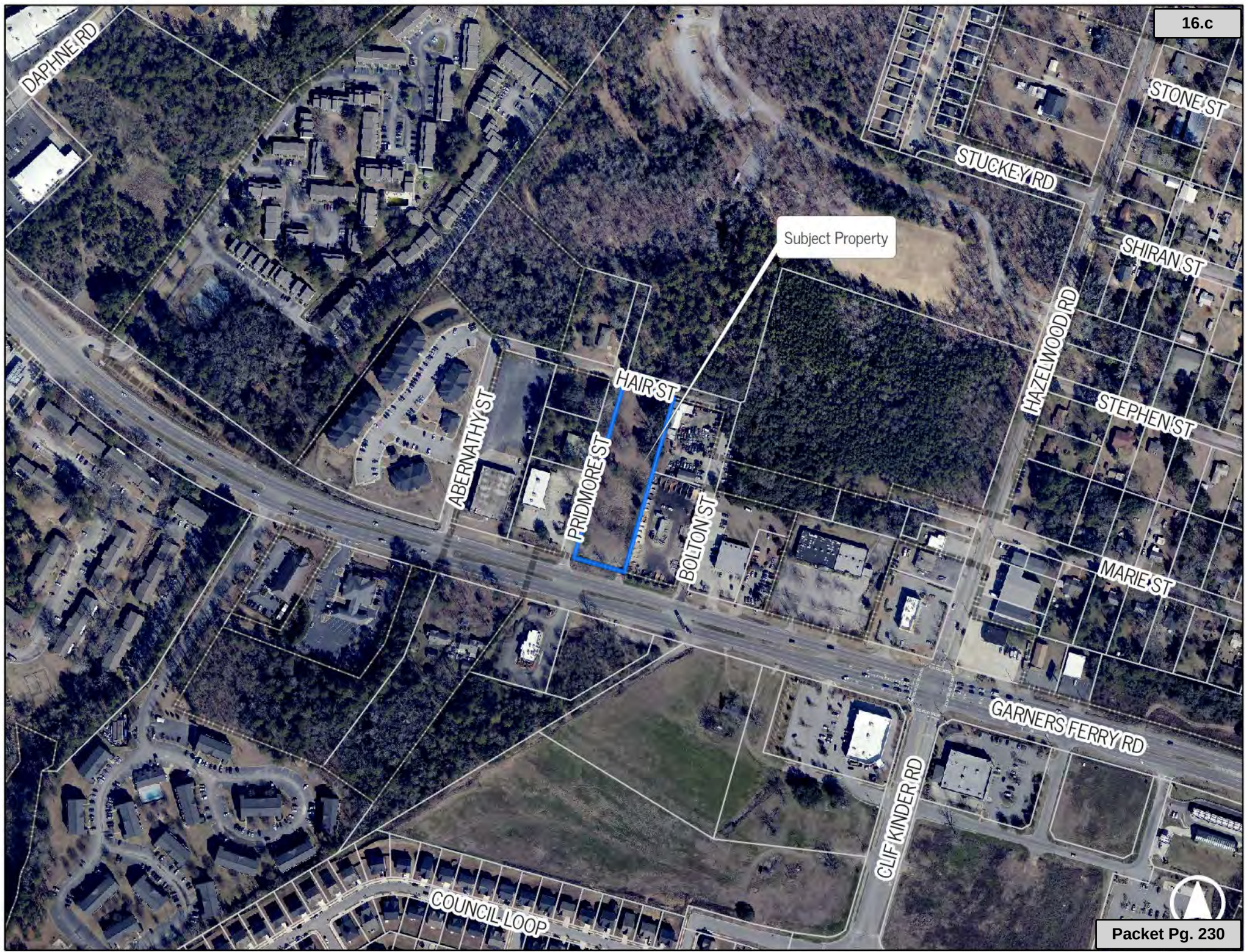
Missy Gentry, Assistant City Manager  
 Henry M. Simons, Assistant City Manager  
 Teresa Knox, City Attorney  
 William Holbrook, Police Chief  
 Aubrey Jenkins, Fire Chief  
 Dollie Herron, Community Development  
 George Adams, Fire Marshal  
 Hope Hasty, Zoning Administrator  
 Jacquelyn Richburg, Columbia-Richland 911  
 David Hatcher, Housing Official  
 Richland County Solid Waste Collection  
 Lucinda Statler, Planning Administrator  
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 5-0  
 on 8/10/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 5-0  
 on 8/10/2023 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







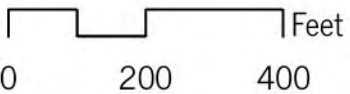
# Future Land Use

7716 Garners Ferry Road, TMS# 19102-01-01  
Current Richland Co. Future Land Use: Neighborhood (Medium Density)  
Proposed City Future Land Use: Community Activity Corridor (AC-2)

16.c

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

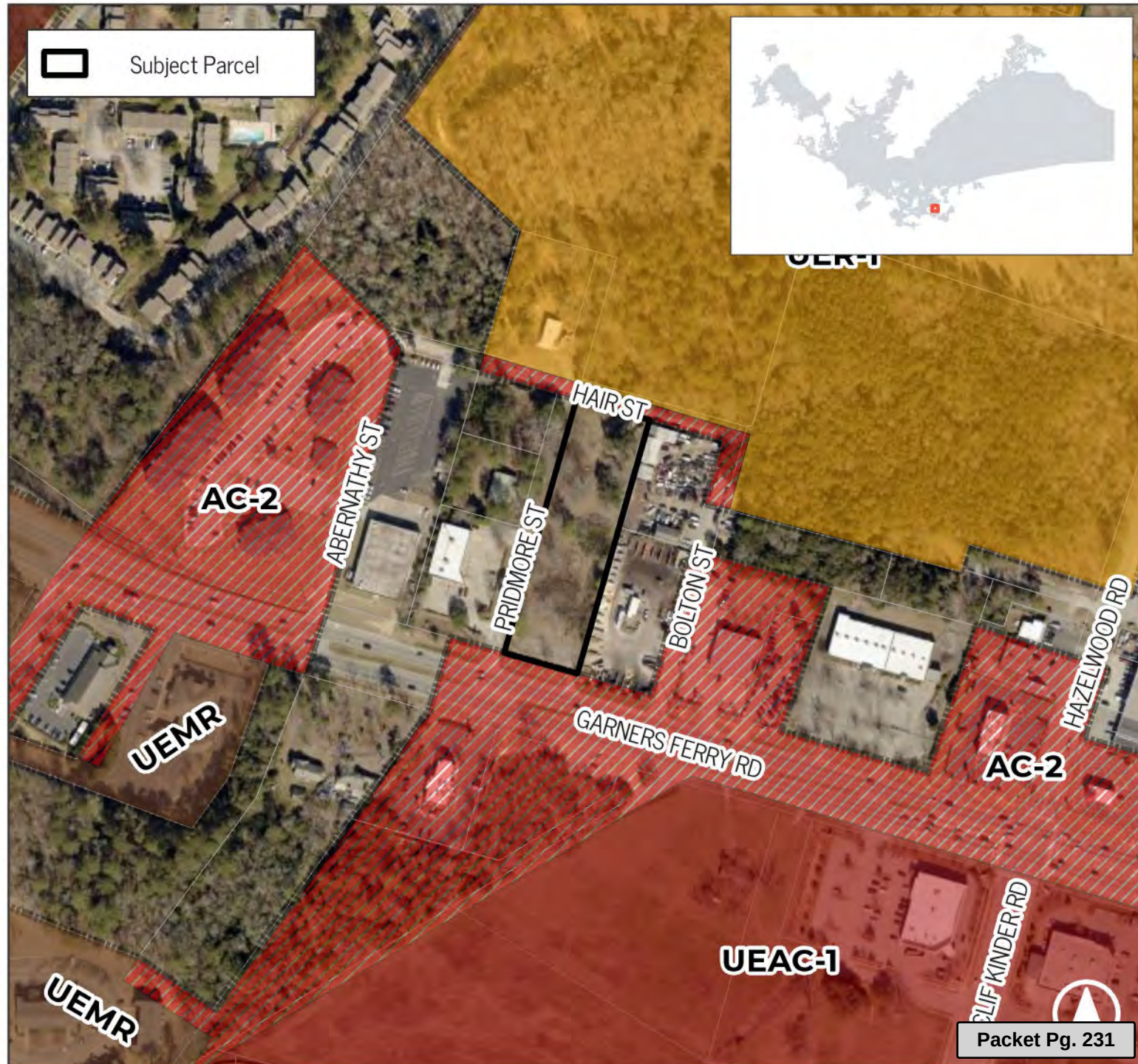


## Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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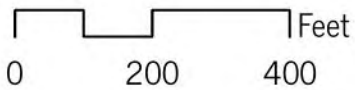
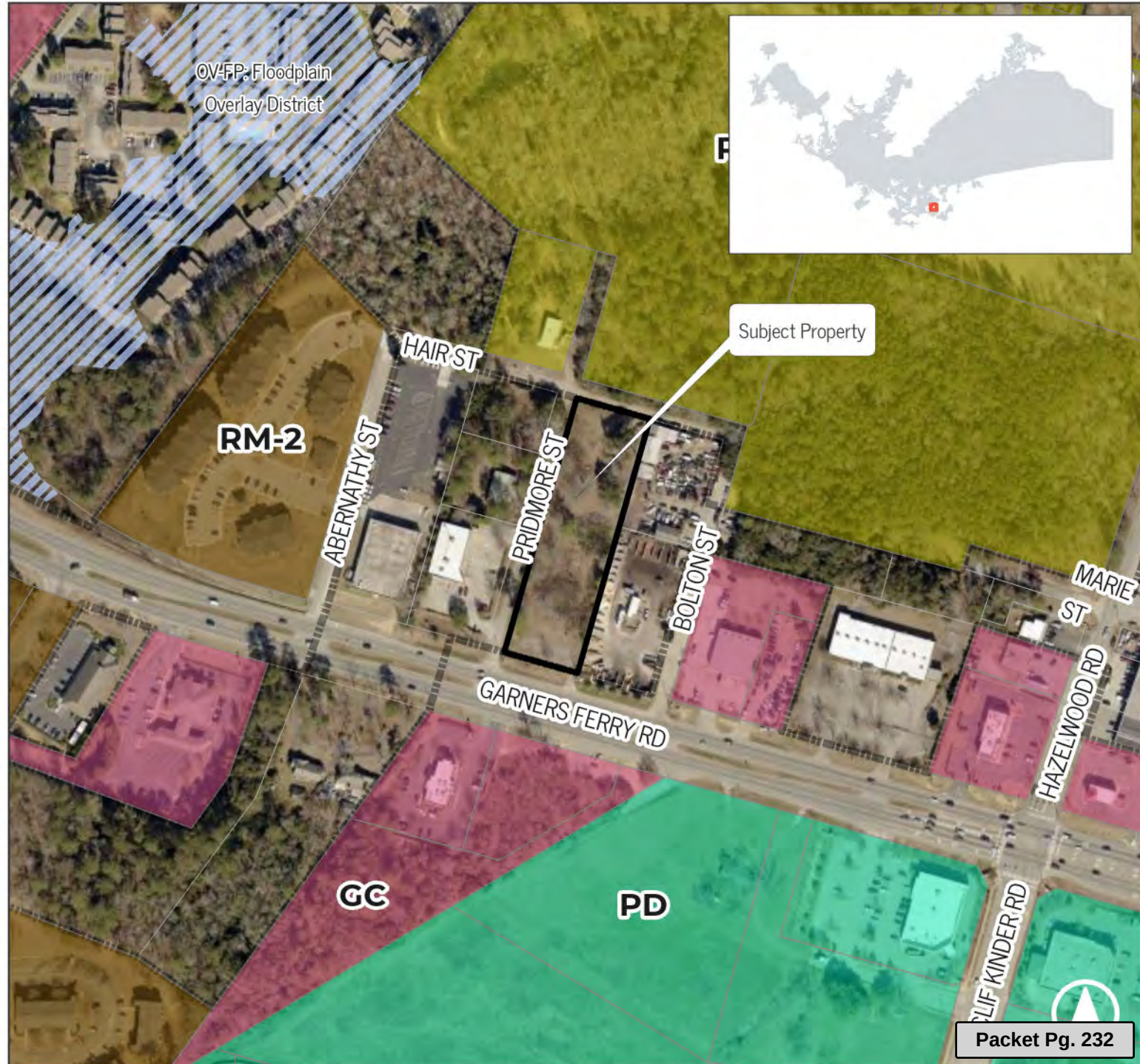
# Zoning

7716 Garners Ferry Road, TMS# 19102-01-01  
 Current Richland Co. Zoning: General Commercial (GC)  
 Proposed City Zoning: General Commercial (GC)

16.c

## Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



## Planning & Development Services Department

Created by: swudson Date: 7/17/2023



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STATE OF SOUTH CAROLINA     )  
                                                           )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

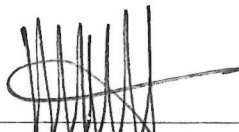
Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

Richland County TMS: 19102-01-01

Property Addresses: 7716 Garners Ferry Road

C & B Real Estate Investments, LLC

BY: \_\_\_\_\_

  
 (Signature)

Date: \_\_\_\_\_

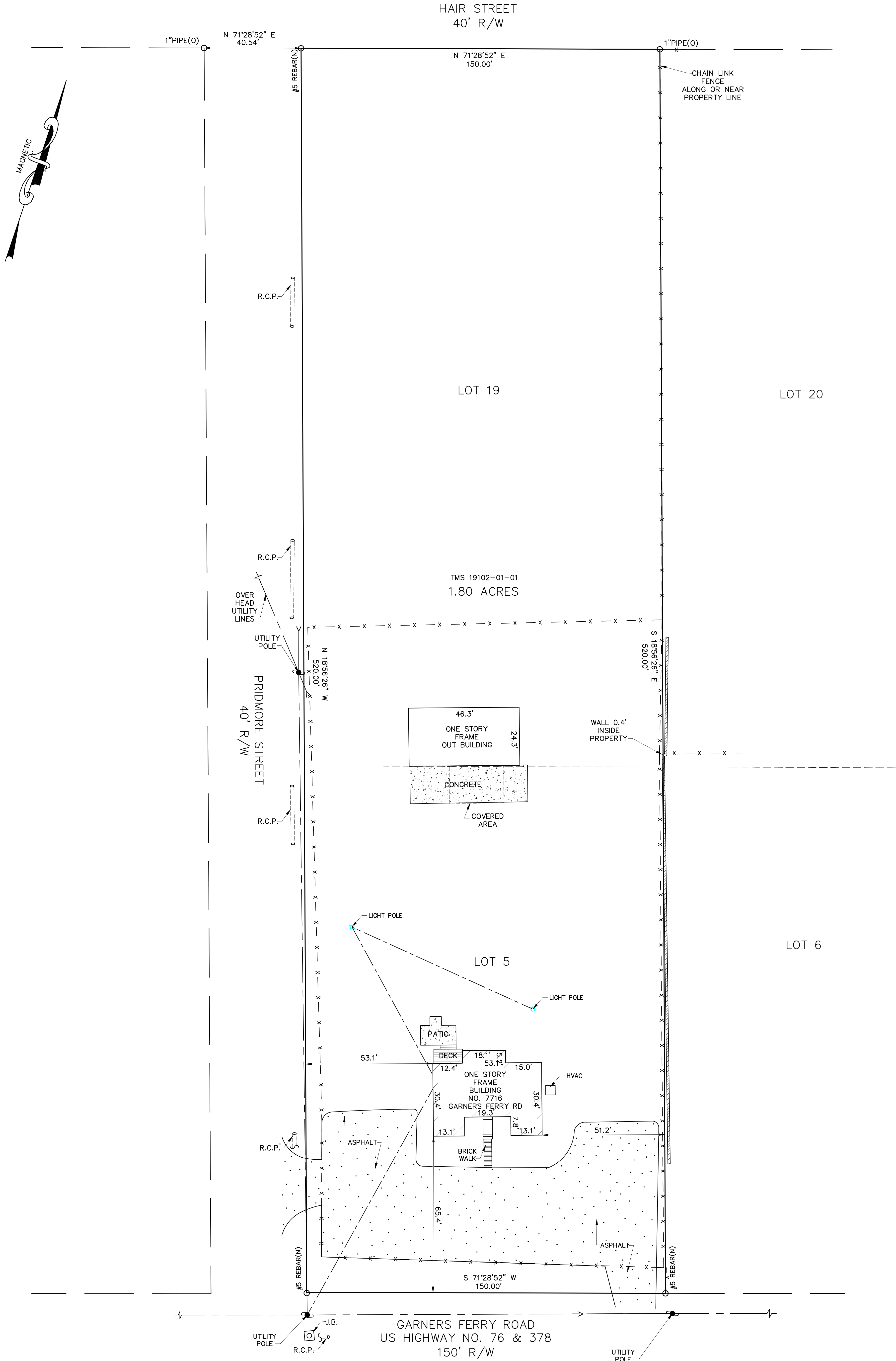
7-11-23

RICHARD H. COHN, SR  
 (Print or Type Name)

ITS: \_\_\_\_\_

MANAGING MEMBER  
 (Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



PLAT PREPARED FOR  
**C & B REAL ESTATE INVESTMENTS, LLC**  
RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT 19 AND THE MAJOR PORTION OF LOT 5, ON PLAT OF "THE TERRACE", BY JAS. C. COVINGTON, DATED DECEMBER 1935 AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK H, PAGE 128.

EXEMPTION FROM REVIEW PROCESS  
This plat is a survey of an existing lot of record with no changes to existing lot lines.

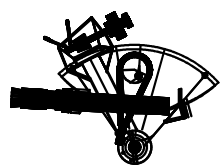
ROSSER W. BAXTER, JR.  
SC REGISTERED LAND SURVEYOR NO. 7613

NOVEMBER 21, 2013

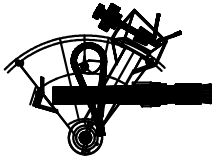
REVISED MARCH 18, 2014 TO CORRECT AREA

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.

ROSSER W. BAXTER, JR. SCRLS NO. 7613



0 10' 20' 40' 1" = 20'



BAXTER LAND SURVEYING CO., INC.  
2204 Devine Street Columbia, SC 29205 (803)-252-8564  
BAXLAND@AOL.COM



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Planning and Development Services

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

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP AMENDMENT,  
AND ZONING MAP AMENDMENT for 110 Jacobs Mill Pond  
Road, TMS#25810-03-08

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.:** 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

**Council District:** 4

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

**Applicant:** James H. Stembridge, Jr. and Brenda J. Stembridge

**Staff Recommendation:** Approval

**PC Recommendation:** 08/10/2023; Approval (5-0)

**First reading approval was given on September 19, 2023.**

**ATTACHMENTS:**

- **#a:** ANNEX-2023-0015\_JacobsMillPond110\_ZPH\_Packet (PDF)
- **#b:** 2023-105 - Annex and Incorporate 110 Jacobs Mill Pond Road (PDF)
- **#c:** JacobsMillPond110\_Offer\_Notice (PDF)
- **#d:** JacobsMillPond110\_Petition (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.





## CITY OF COLUMBIA

September 19, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 110 Jacobs Mill Pond Road, TMS# 25810-03-08

---

|                               |                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 4                                                                                                                                                                                                                                                                                                |
| Proposal:                     | Request to annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family – Large Lot District (RSF-1). The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County. |
| Applicant:                    | James H. Stembridge, Jr. and Brenda J. Stembridge                                                                                                                                                                                                                                                |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                         |
| PC Recommendation:            | 08/10/2023; Approval (5-0)                                                                                                                                                                                                                                                                       |
| ZPH, 1 <sup>st</sup> Reading: | 09/19/2023; Pending                                                                                                                                                                                                                                                                              |
| 2 <sup>nd</sup> Reading:      | 10/03/2023; Pending                                                                                                                                                                                                                                                                              |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 4.0 acres  
**Current Use:** Undeveloped; Single-Family Residence under construction  
**Proposed Use:** Residential  
**Reason for Annexation:** Municipal Services  
**Urban Service Area:** Primary  
**Current County Land Use Classification:** Neighborhood (Medium Density)  
**Proposed City Land Use Classifications:** Urban Edge Residential Large Lot (UER-2)  
**Current County Zoning:** Residential Single Family Low Density (RS-LD)  
**Proposed City Zoning:** Residential Single Family – Large Lot District (RSF-1)  
**Census Tract:** 114.07

#### DETERMINATION FOR CITY SERVICES

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The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

##### Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$340 per year**, based on calls to nearby residential areas within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

This single-family residence is approximately 8/10 of a mile from the nearest served single-family residence. Recent growth in this part of town has put a strain on the capacity of the routes on this collection day. New trucks are on order; however, it will be at least 12-18 months before they are delivered and put into service. The cost associated with solid waste service is approximately **\$225 annually per household**.

### **Engineering**

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sewer service is provided by Palmetto Utilities. The owner will need to submit plans for connection or construction of water to Columbia Water.

### **Water Customer Care**

This will be a new water customer, who will pay water rates approximately **40% lower** than out-of-city customers.

### **Planning & Development Services**

**We recommend approval** of the annexation of this single-family residence, which is located within a Primary Area as designated in the Urban Service Area plan. The real estate tax revenue generated for the City would be **approximately \$2,300 per year** based on the estimated future taxable value of this property.

\* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

## **PLANS, POLICIES, AND LAND USE**

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### *Urban Service Area*

Subject property 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 plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

#### **Primary Areas**

*Primary Areas* are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

### *Comprehensive Plan Land Use Classification*

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.



**Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.**

*Existing Neighborhood, Small Area, Community, and/or Corridor Plans*

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

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**PROPOSED ZONING DISTRICT SUMMARY**

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The parcel is currently zoned Residential Single Family Low Density (RS-LD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Mixed Use District (MU-2) to the south. Surrounding Richland County zoning is RS-LD to the northwest, north, and east; and Residential Multifamily High Density (RM-HD) to the southwest.

The proposed City of Columbia zoning district is Residential Single Family – Large Lot District (RSF-1).

**Refer to attached zoning district description for proposed City of Columbia zoning.**

---

**STAFF RECOMMENDATION**

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Staff recommends the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family – Large Lot District (RSF-1) at the time of annexation.







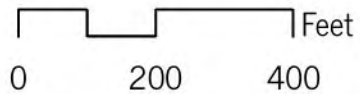
# Future Land Use

110 Jacobs Mill Pond Road, TMS# 25810-03-08  
Current Richland Co. Future Land Use: Neighborhood (Medium Density)  
Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

17.a

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- UCAC-1 - Urban Core Neighborhood Activity Center
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- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
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- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



## Planning & Development Services Department

Created by: sw Hudson Date: 7/13/2023



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# Zoning

110 Jacobs Mill Pond Road, TMS# 25810-03-08  
 Current Richland Co. Zoning: Residential Single Family - Low Density (RS-LD)  
 Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)

17.a

## Legend

-  MU-2: Mixed-Use
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 200 400 Feet

**Planning & Development  
 Services Department**

Created by: swhudson Date: 7/13/2023



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## Current Future Land Use Classification



## NEIGHBORHOOD (MEDIUM-DENSITY)

### Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



### Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



### Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

### Recommended Land Uses

**Primary Land Uses:** Single-family detached houses, duplexes, townhomes

**Secondary Land Uses:** Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

### Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.



6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

#### **Relevant Plans**

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

#### **Priority Investment Areas**

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

#### **Areas of Common Interest**

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

#### **Existing Zoning Districts of Similar Character**

RS-LD, RS-MD, MH, PDD



# Proposed Future Land Use Classification

## Development Types

### 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.



### UER-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached
- \*Accessory dwelling units

#### TERTIARY TYPES

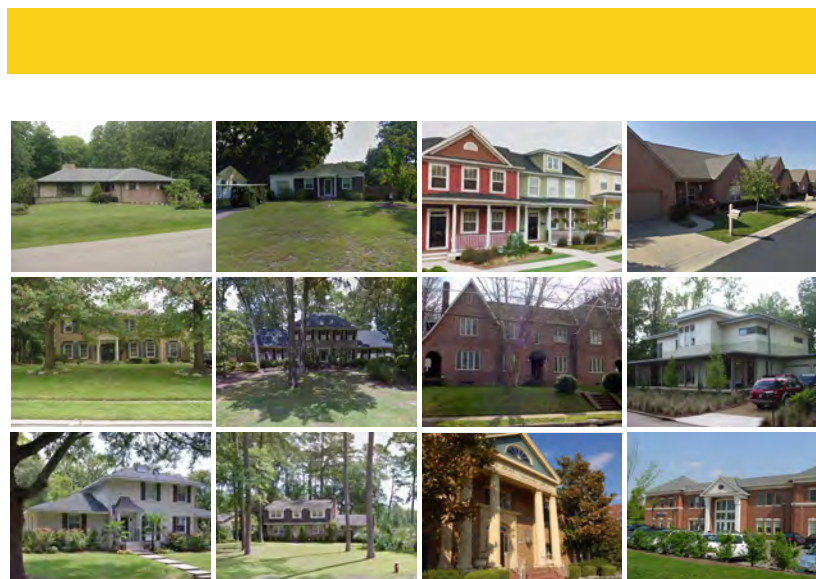
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



# Proposed Zoning District



## RSF-1: Residential Single Family – Large Lot District

### Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

### Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | 15,000   |
| Lot Width, min. (ft.)               | 90       |
| Lot Depth, min. (ft.)               | 70       |
| Lot Coverage, max. (% of site area) | 40       |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 25       |
| Side Yard Setback, min. (ft.)       | 8        |
| Rear Yard Setback, min. (ft.)       | 15       |
| Building Height, max. (ft.)         | 40       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                 |                                             |
|-------------------------------------------------|---------------------------------------------|
|                                                 | Cemetery <sup>2</sup>                       |
| Dwelling, single-family detached                | Park or greenway <sup>1</sup>               |
| Community recreation center                     | Utility facility, major <sup>2</sup>        |
| Cultural facility <sup>2</sup>                  | Utility facility, minor                     |
| Day care facility <sup>2</sup>                  | Community garden <sup>1</sup>               |
| Library                                         | Crop production and processing <sup>2</sup> |
| Place of worship <sup>2</sup>                   |                                             |
| Public safety facility                          |                                             |
| Elementary, middle, or high school <sup>2</sup> |                                             |
| Arboretum or botanical garden <sup>2</sup>      |                                             |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



**ORDINANCE NO.: 2023-105**

*Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of \_\_\_\_\_, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 110 Jacobs Mill Pond Road and TMS# 25810-03-08 containing 4.0 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and

assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25810-03-08

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

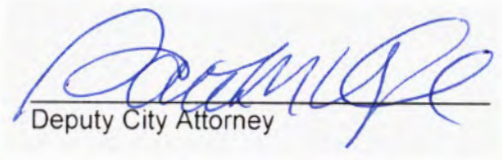
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:  
Final Reading.

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2023-105**  
**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 4.00 acres and being more particularly shown and delineated on a general property survey of 110 Jacobs Mill Pond Road prepared for James H. Stembridge, Jr. and Brenda J. Stembridge by Morgan Surveys, Michael F. Morgan, PLS, dated May 22, 2023. Reference is made to said survey for a more accurate and complete description; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 8/16/2023  
23018027

# MEMORANDUM

## Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2023

RE: **Property Address:** 110 Jacobs Mill Pond Road  
**Richland County TMS#:** 25810-03-08  
**Owner(s):** James H. Stembridge, Jr. and Brenda J. Stembridge  
**Current Use:** Undeveloped  
**Proposed Use:** Residential  
**Current County Land Use:** Neighborhood (Medium Density)  
**Proposed City Land Use:** Urban Edge Residential Large Lot (UER-2)  
**Current County Zoning:** Residential Single Family Low Density (RS-LD)  
**Proposed City Zoning:** Residential Single Family – Large Lot District (RSF-1)  
**Reason for Annexation:** Municipal Services; Primary Area  
**City Council District:** 4  
**Census Tract:** 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl  
 Attachments

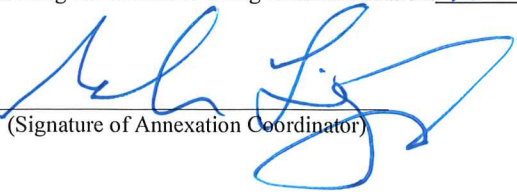
cc:

Clint Shealy, Assistant City Manager  
 Jeff Palen, Assistant City Manager/CFO  
 Dana Higgins, Director, Engineering  
 Frank Eskridge, Director, Utilities  
 Robert Anderson, Public Works Director  
 Krista Hampton, Planning & Development Services  
 Kelly Smith, Business License Administrator  
 Greg Williams, Business Liaison  
 Tiffany Latimer, Customer Care Administrator  
 Todd Beiers, Building Official  
 Michelle Brazell, Engineering  
 Police Planning & Research  
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager  
 Henry M. Simons, Assistant City Manager  
 Teresa Knox, City Attorney  
 William Holbrook, Police Chief  
 Aubrey Jenkins, Fire Chief  
 Dollie Herron, Community Development  
 George Adams, Fire Marshal  
 Hope Hasty, Zoning Administrator  
 Jacquelyn Richburg, Columbia-Richland 911  
 David Hatcher, Housing Official  
 Richland County Solid Waste Collection  
 Lucinda Statler, Planning Administrator  
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5 - 0  
 on 8/10/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 5 - 0  
 on 8/10/23 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)







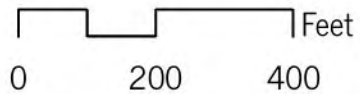
# Future Land Use

110 Jacobs Mill Pond Road, TMS# 25810-03-08  
Current Richland Co. Future Land Use: Neighborhood (Medium Density)  
Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

17.c

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



## Planning & Development Services Department

Created by: sw Hudson Date: 7/13/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia





# Zoning

110 Jacobs Mill Pond Road, TMS# 25810-03-08  
Current Richland Co. Zoning: Residential Single Family - Low Density (RS-LD)  
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)

17.c

## Legend

- MU-2: Mixed-Use
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



## Planning & Development Services Department

Created by: swhudson Date: 7/13/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia

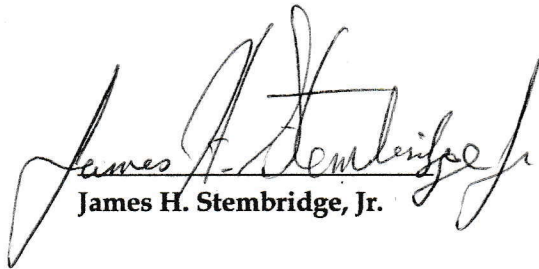
STATE OF SOUTH CAROLINA     )  
                                                   )  
 COUNTY OF RICHLAND         )     PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

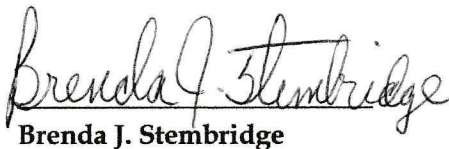
Property Description:         All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 4.00 acres and being more particularly shown and delineated on a general property survey of 110 Jacobs Mill Pond Road prepared for James H. Stembridge, Jr. and Brenda J. Stembridge by Morgan Surveys, Michael F. Morgan, PLS, dated May 22, 2023. Reference is made to said survey for a more accurate and complete description; be all measurements a little more or less.

Richland County TMS:         25810-03-08

Property Address:             110 Jacobs Mill Pond Road

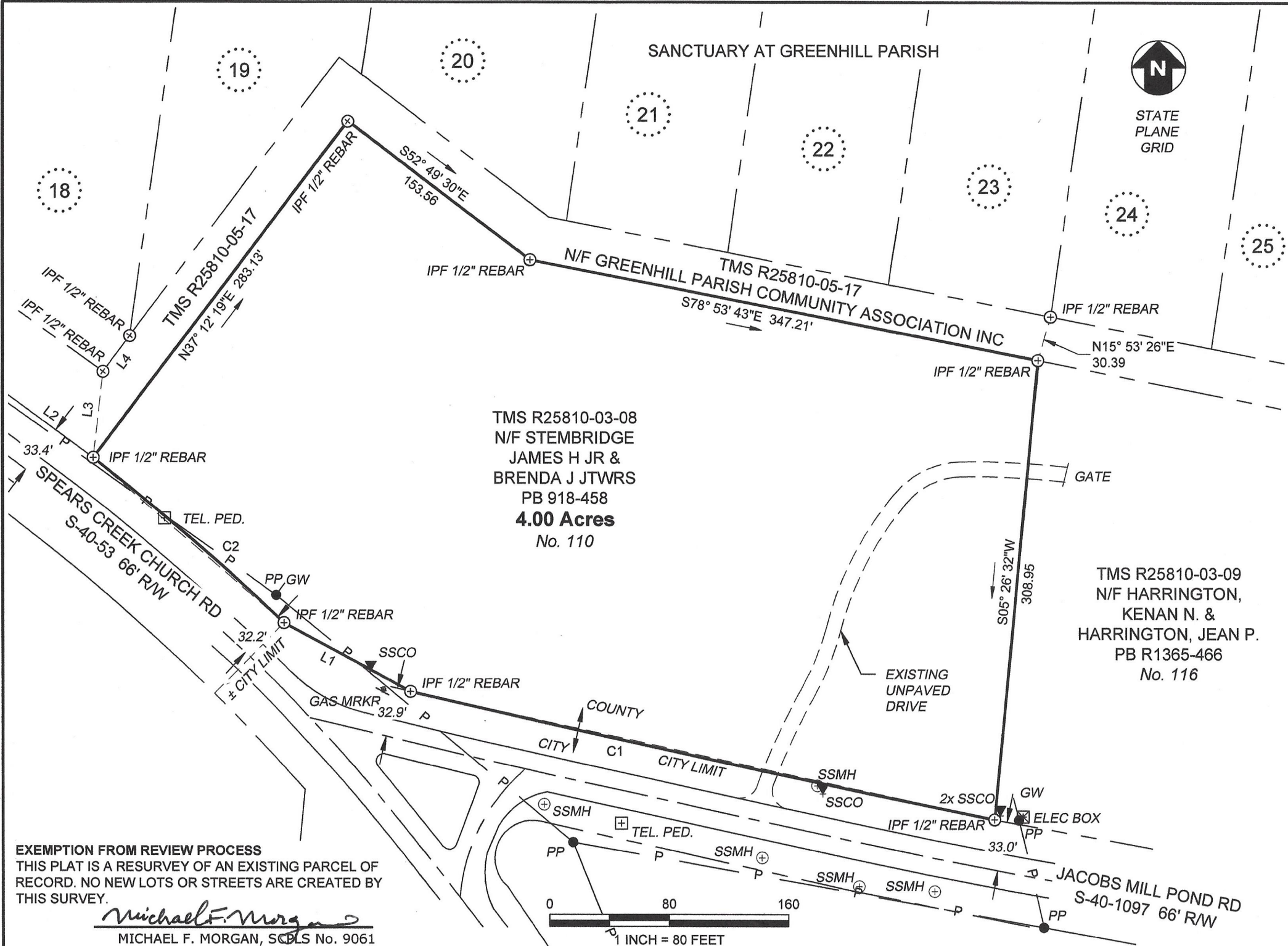
  
 James H. Stembridge, Jr.

Date: 7-6-2023

  
 Brenda J. Stembridge

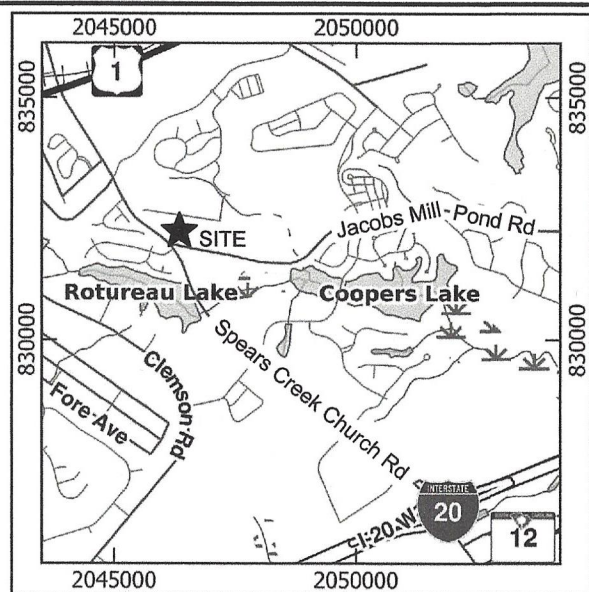
Date: 7-6-2023





3 DAYS BEFORE DIGGING  
IN SOUTH CAROLINA  
**CALL 811**  
OR CALL (888) 721-7877  
OR VISIT [HTTPS://SC811.COM/](https://SC811.COM/)

| LINE TABLE |               |       |
|------------|---------------|-------|
| No.        | BEARING       | DIST. |
| L1         | N61° 30' 32"W | 96.35 |
| L2         | N53° 40' 01"W | 87.67 |
| L3         | N06° 33' 57"E | 57.96 |
| L4         | S37° 02' 55"W | 30.07 |



REFERENCES

- 1) "PLAT PREPARED FOR MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA" BY UNITED DESIGN SERVICES, INC., DATED DEC. 12, 2003, AND RECORDED IN PLAT BOOK 918 AT PAGE 458.
- 2) "SUBDIVISION PLAT FOR SANCTUARY AT GREENHILL PARISH" BY UNITED DESIGN SERVICES, INC., DATED APRIL 24, 2007, LAST REVISED 3/30/15, AND RECORDED IN PLAT BOOK 2017 AT PAGE 1798.
- 3) SCDOT HIGHWAY PLANS FOR ROAD S-53, SHEET 14 OF 60, DATED 8/25/1948; ALSO PLANS FOR ROAD S-1067, SHEET 6 OF 27, DATED 6/6/1957; ALL PROVIDED BY SCDOT ONLINE.
- 4) FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) MAP No. 45079C0276L, PANEL 276 OF 650, REVISED DECEMBER 21, 2017, PROVIDED BY THE FEMA MAP SERVICE CENTER.

NOTES

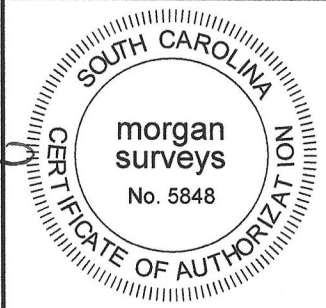
- 1) UTILITY EASEMENT LOCATIONS AND WIDTHS ARE UNKNOWN UNLESS OTHERWISE INDICATED.
- 2) ACCORDING TO THE REFERENCED F.I.R.M., THE SUBJECT PARCEL LIES IN AN UNSHADED ZONE 'X', "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN". THIS INFORMATION IS BASED ON CURRENT MAPS WHICH MAY CHANGE OR BE UPDATED FROM TIME TO TIME AND IS NOT INTENDED AS A STATEMENT OF FACT AS TO THE LIKELIHOOD THAT THIS PROPERTY MAY, OR MAY NOT, FLOOD.

| CURVE TABLE |        |          |            |               |           |
|-------------|--------|----------|------------|---------------|-----------|
| No.         | LEN.   | RAD.     | DELTA      | CH. BRG.      | CH. DIST. |
| C1          | 401.33 | 14311.91 | 001°36'24" | N77° 43' 30"W | 401.31    |
| C2          | 169.24 | 1645.52  | 005°53'35" | N49° 14' 48"W | 169.17    |

**EXEMPTION FROM REVIEW PROCESS**  
THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD. NO NEW LOTS OR STREETS ARE CREATED BY THIS SURVEY.  
*Michael F. Morgan*  
MICHAEL F. MORGAN, SCPLS No. 9061

**morgan surveys**  
*Michael F. Morgan, PLS*  
2024 Shadowood Ct.  
Columbia, SC 29212  
803.732.7906

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.  
*Michael F. Morgan*  
MICHAEL F. MORGAN, SCPLS No. 9061



GENERAL PROPERTY SURVEY OF 110 JACOBS MILL POND RD.  
PREPARED FOR  
**JAMES H. STEMBRIDGE, JR.  
and BRENDA J. STEMBRIDGE**  
ADJACENT TO THE CITY OF COLUMBIA  
IN NORTHEASTERN RICHLAND COUNTY, SOUTH CAROLINA  
SCALE 1" = 80'      DATE 5/22/2023      DRAWING No. 23109-01



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Planning and Development Services

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

**SUBJECT:** ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

**Council District:** 1

**Proposal:** Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.

**Applicant:** Camp Cola, LLC

**Staff Recommendation:** Approval

**PC Recommendation:** 08/10/2023; Approval (5-0)

**First reading approval** was given on September 19, 2023.

**ATTACHMENTS:**

- **#a:** ANNEX-2023-0017\_Fairfield\_Etc\_ZPH\_Packet (PDF)
- **#b:** 2023-107 - Annex and Incorporate 5706 and 5710 Fairfield Road (PDF)
- **#c:** Fairfield5706\_Prescott731\_Woodside\_petition (PDF)
- **#d:** FairfieldPrescottOakland\_Offer\_Notice - July 2023 (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.





## CITY OF COLUMBIA

September 19th, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29201

### ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and  
NX809 and NX815 Woodside Avenue;**

**TMS# 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and  
11708-06-07**

---

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council District:             | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Proposal:                     | Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County. |
| Applicant:                    | Camp Cola LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Staff Recommendation:         | Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PC Recommendation:            | 08/10/2023; Approval (5-0)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ZPH, 1 <sup>st</sup> Reading: | 09/19/2023; Pending                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2 <sup>nd</sup> Reading:      | 10/03/2023; Pending                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

#### CURRENT PARCEL CHARACTERISTICS/CONDITIONS

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**Acreage:** 5.13 acres

**Current Use:** Undeveloped and Residential

**Proposed Use:** Commercial

**Reason for Annexation:** Zoning Map Amendment

**Urban Service Area:** Secondary

**Current County Land Use Classification:** Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area

**Proposed City Land Use Classifications:** Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

**Current County Zoning:** General Commercial (GC) and Residential Single Family - Medium Density (RS-MD)

**Proposed City Zoning:** General Commercial District (GC) and Mixed Use District (MU-1)

**Census Tract:** 106



## DETERMINATION FOR CITY SERVICES

---

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

### **Police**

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The type of commercial development that may occur on this property is not yet known, and the specific commercial use can have a significant impact on the cost to serve. With that caveat, a rough estimate of cost to serve this property – if redeveloped – would be **approximately \$11,000 per year**, based on calls to nearby commercial properties within the City limits.

### **Fire**

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

### **Solid Waste**

The Solid Waste Division does not typically provide service to larger commercial developments; however, Solid Waste does provide service to nearby residential areas. There are currently three residences on the site and if the property is not redeveloped, the annual cost to serve is approximately \$225 per residence.

### **Engineering**

City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

### **Water Customer Care**

Customers on the site will pay water and sewer rates approximately **40% lower** than out-of-city customers and will be responsible for stormwater utility fees.

### **Planning & Development Services**

**We recommend approval** of the annexation of this property, which is located within an area classified as a Secondary Area within the Urban Service Area plan. The property is proposed for future commercial development, however the specific use(s) are not yet known. Not knowing the type of commercial development that may end up on the property, it is difficult to pinpoint a post-development value, however an estimate based on nearby commercial properties would result in **approximately \$15,000 per year** of real estate tax revenue generated for the City.

\* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

## PLANS, POLICIES, AND LAND USE

---

### *Urban Service Area*

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map, though is immediately adjacent to a Primary Area.

### **Principles and Goals of the Urban Service Area**

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

## Secondary Areas

*Secondary Areas* are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

## Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is split between Community Activity Corridor (AC-2) for the four westernmost parcels and Urban Edge Residential Small Lot (UER-1) for the three easternmost parcels in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently assigned a future land use of Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area (#5, I-20 Fairfield Road Interchange).

**Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.**

## Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas of two plans adopted by the City of Columbia: *The Master Plan for the Villages of North Columbia* (2005) and the *Walkable 29203: Pedestrian Master Plan* (2017).

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia* (2005), more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan does not recommend a future land use for the subject property, as it was not located within the City limits at the time of the plan (Section 3, Page 97), however the future land use for the property fronting the southwestern side of Fairfield Road and west of Oakland Avenue is identified as Medium Density Residential (Townhomes, Duplex, Live Work Units).

The plan’s recommendations for the Fairfield Road Corridor note that façade improvements and street trees are desirable, as is the redevelopment of commercial uses with lower-tier tenants into medium density homes, such as townhomes or live/work units. The plan further notes that “to create a more pedestrian friendly environment, larger sidewalks with street trees and lighting should be developed along Fairfield Road.” (Section 3, Page 103) The subject property is not identified as the location for a catalyst project by the plan.

The *Walkable 29203 Pedestrian Master Plan* (2017) was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. The plan recommended a road diet of Fairfield Road adjacent to the subject property. A priority project was identified along Fairfield Road from Sharpe Road to Crane Creek Church Road, which incorporated a road diet and streetscaping to convert the oversupply of lanes to bicycle/pedestrian facilities (pg. 73). Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (pg. 117).

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## PROPOSED ZONING DISTRICT SUMMARY

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The parcel is currently zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County. Property to the South and East of the subject property in the City is zoned Residential Single Family – Small Lot District (RSF-3) and property to the north and west of the subject property in the City, which fronts along Fairfield Road, is zoned General Commercial District (GC).

Unincorporated properties to the west and north of the subject property are zoned GC by Richland County, and properties to the east and south are zoned RS-MD.

The requested City of Columbia zoning district for the four westernmost parcels is General Commercial District (GC), and the requested City of Columbia zoning district for the three easternmost parcels is Mixed Use District (MU-1).

**Refer to attached zoning district descriptions for proposed City of Columbia zoning.**

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#### STAFF RECOMMENDATION

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Staff recommends the assignment of the future land use classifications of Community Activity Corridor (AC-2) for the four westernmost parcels, and Urban Edge Residential Small Lot (UER-1) for the three easternmost parcels at the time of annexation. Likewise, staff recommend the assignment of General Commercial District (GC) zoning for the four westernmost parcels and Mixed Use District (MU-1) zoning for the three easternmost parcels at the time of annexation. Please refer to the maps that follow for more information.





Subject Properties



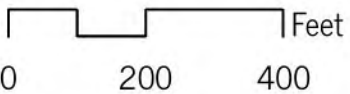
# Future Land Use

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue;  
TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
Current Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area  
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

18.a

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

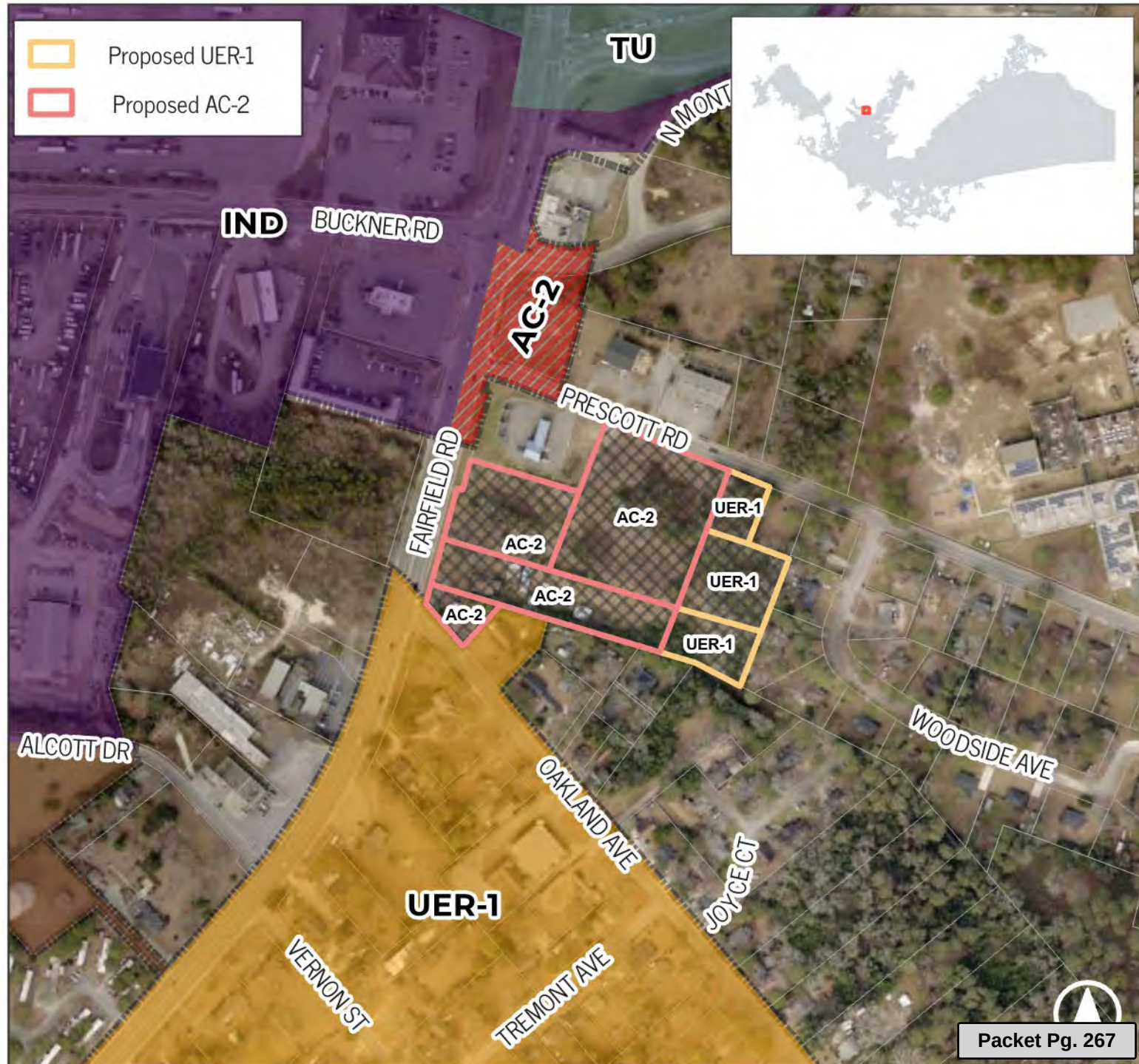


## Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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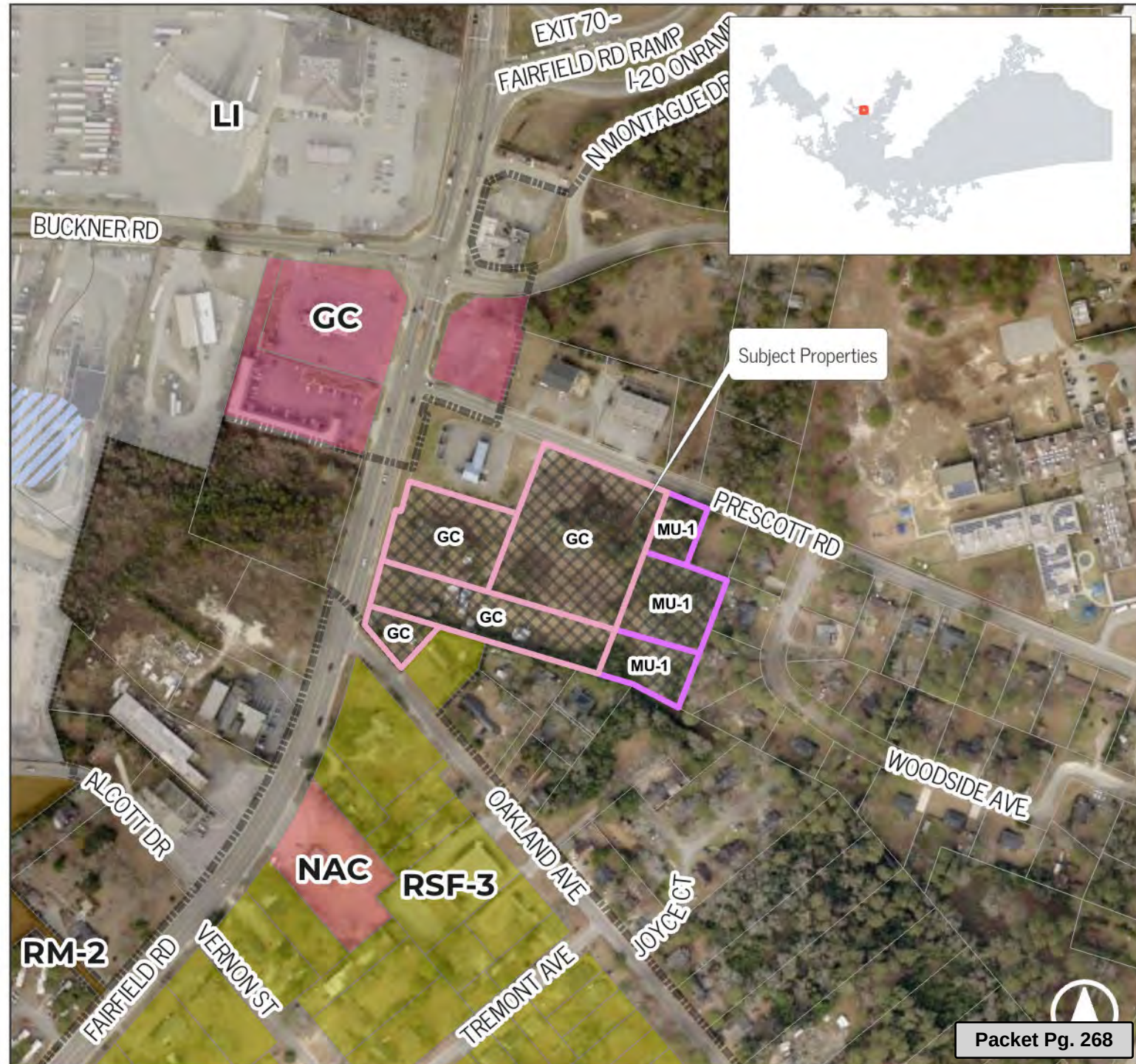
# Zoning

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodsid  
TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)  
Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)

18.a

## Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development  
Services Department**

Created by: swhudson Date: 7/17/2023



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# Current Future Land Use Classification



## MIXED RESIDENTIAL

### Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



### Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



### Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

### Recommended Land Uses

**Primary, Secondary, and Tertiary Land Uses:** See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

### Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

### Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

### Priority Investment Areas

# 1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

### Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

## Community Activity Center

### Land Use and Design

Community Activity Centers provide the goods, services, and facilities which are possible only with the critical mass of population provided by a larger community-scale marketshed. These centers supply anchor and junior retailers, smaller retail establishments, office space, and high-density residential uses. Mixed-use developments that integrate higher-density residential uses with nonresidential uses, such as developments that place dwellings over shops, are encouraged. The integration of public spaces within these centers is encouraged. A Community Activity Center may also include uses typical of both neighborhood and community centers, since it may also serve these functions for the surrounding neighborhood or community. Centers should be master-planned and designed in a manner that provides a vertical (multi-story) or horizontal (multiple-uses on a site) mix of uses.



### Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities, reduce the number of driveways on serving roads, and support use of bus transit. Internal connectivity between commercial, office, and residential developments is encouraged. As feasible, new road improvements and suburban commercial centers should use the “complete streets” approach to provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

### Recommended Land Uses

**Primary Land Uses:** Large and small format retail centers and shops, grocery stores, restaurants, bars, personal services, multifamily housing located above non-residential uses on ground floor, and public gathering spaces such as plazas.

**Secondary Land Uses:** Stand-alone multi-family housing, professional offices, and other commercial uses such as drive-through restaurants, convenience stores and gasoline stations.

### Policy Guidance

1. Development or redevelopment of existing commercial corridors should promote the modern “centers” based pattern of development to make them accessible by car, bike, and foot, to make them more visually appealing from the road, and to make corridors safer and less stressful to navigate.
2. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
3. To increase the vitality of Community Activity Centers, these developments should be sited with fronts facing the major road corridor or other site orientations to create more of a “main street” form of development.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments, or through structured parking, is encouraged.
7. Density bonuses and reduced development standards, such as parking, should be considered to encourage focused development within Community Activity Centers.
8. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.
9. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.
10. Centers should use context sensitive designs that locate more intensive uses away from adjacent residential neighborhoods and protect adjacent residential properties from negative impacts such as light, sound, and traffic.

### Relevant Plans

Broad River Road Corridor Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

### Priority Investment Areas

#4 at Broad River and Bush River and #9 at Decker Boulevard and Two Notch Road

### Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.
- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.
- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.
- Inventory all key natural and scenic resources in the County.
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

## Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.





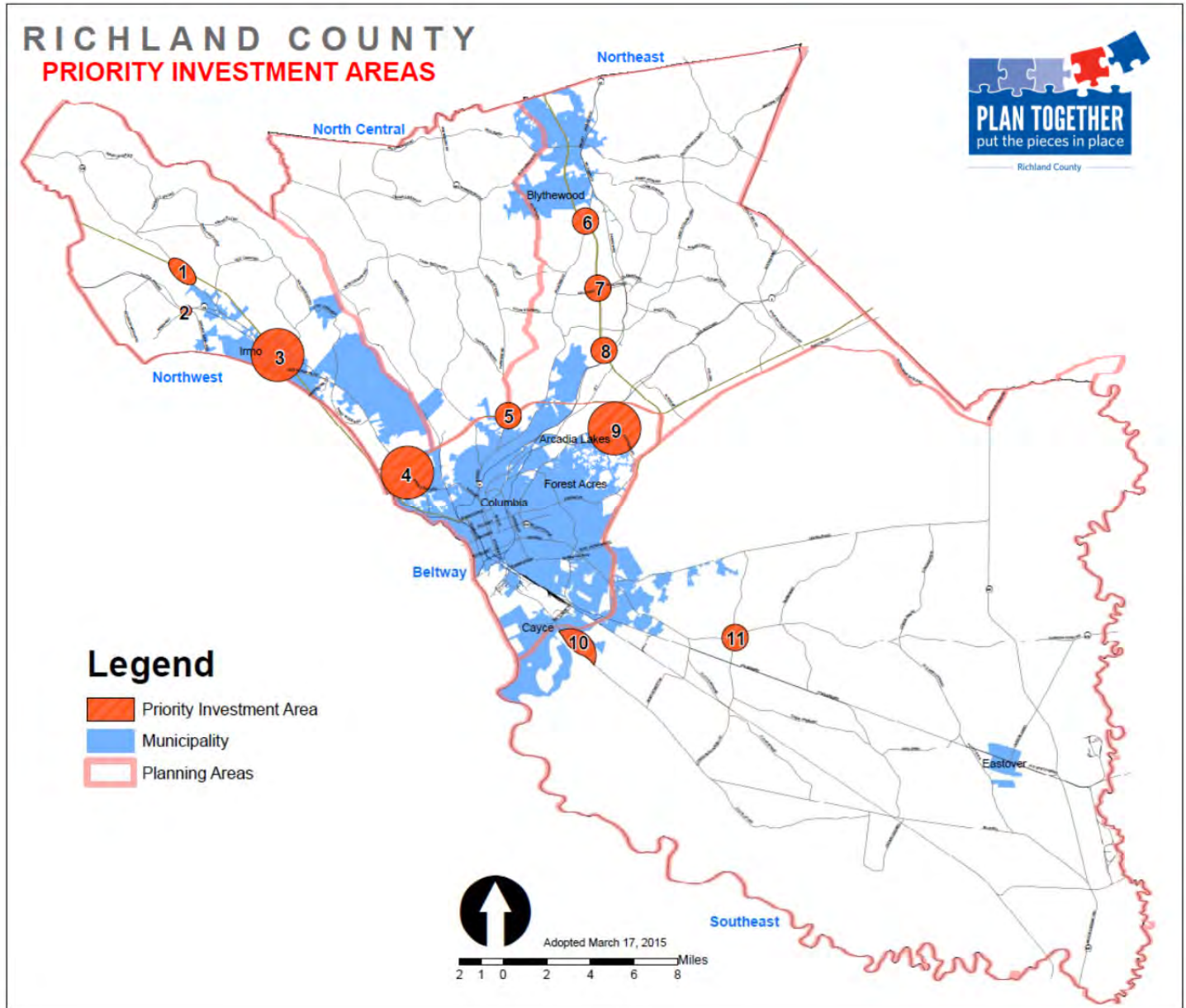


Table 1. Priority Investment Areas

| PIA Number Shown on Previous Map | Name and Description                                                                                                                                                  | PIA Intent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                         | <b>I-26 Broad River Road (north) Interchange.</b><br>Small commercial node in Northwestern Richland County.                                                           | This area presents opportunities to provide neighborhood scale commercial for surrounding residences to reduce vehicle miles traveled and provide convenient access to daily needed goods and services. A Neighborhood Activity Center is located in this area. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.                                                                                                                                      |
| <b>2</b>                         | <b>Ballentine at Dutch Fork Road, Marina Road, and Broad River Road.</b><br>Commercial node in Northwestern Richland County.                                          | Area has existing commercial development, and is identified as a Neighborhood Activity Center. The intent is to provide neighborhood serving commercial uses, but to limit development to neighborhood serving uses to ensure safe and efficient traffic flow from surrounding neighborhoods. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.                                                                                                        |
| <b>3</b>                         | <b>I-26 Broad River Road (south) Interchange.</b> Commercial node that is planned to be the location of a future regional transit station.                            | This area has been identified as the potential location for a future transit station. Opportunities to create transit-oriented developments through the redevelopment of aging commercial centers is encouraged. Investment opportunities include partnering with the City of Irmo to foster redevelopment within the corridor, and to develop master plans for future transit station development.                                                                                                       |
| <b>4</b>                         | <b>Broad River and Bush River.</b><br>Larger commercial corridor with opportunities for redevelopment. Future regional transit station planned for just south of PIA. | This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Broad River Neighborhood and Corridor Master Plans should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Dutch Square Mall and St. Andrews areas, and to provide necessary infrastructure investments to foster redevelopment. |

| PIA Number Shown on Previous Map | Name and Description                                                                                                                                                            | PIA Intent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5                                | <b>I-20 Fairfield Road Interchange.</b><br>Commercial and industrial node.                                                                                                      | This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.                                                                           |
| 6                                | <b>I-77 Wilson Boulevard Interchange.</b><br>Industrial node located within an Economic Development Corridor.                                                                   | The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.                                                                                                                                                                                                                                                                                                      |
| 7                                | <b>I-77 Killian Road Interchange.</b><br>Commercial and industrial node located within an Economic Development Corridor.                                                        | The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.                                                                                                                                                                                       |
| 8                                | <b>I-77 Farrow Road Interchange.</b><br>Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.                               | This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.                                                                                                                                                                   |
| 9                                | <b>Decker Boulevard and Two Notch Road.</b><br>Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area. | This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment. |

| PIA Number Shown on Previous Map | Name and Description                                                                                                                                                                            | PIA Intent                                                                                                                                                                                                                                                                                                                                |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b>                        | <b>I-77 Bluff Road Near Interchange.</b><br>Industrial node located within an Economic Development Corridor.                                                                                    | Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts. |
| <b>11</b>                        | <b>Lower Richland Boulevard and Garners Ferry Road.</b><br>Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan. | Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.                |

## Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

### Farm to Market Facility in Lower Richland

Identification of an appropriate area in Lower Richland for developing a “Farm to Market” center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

### Redevelopment of Downtown Eastover

The heart of Lower Richland County is the small

town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.



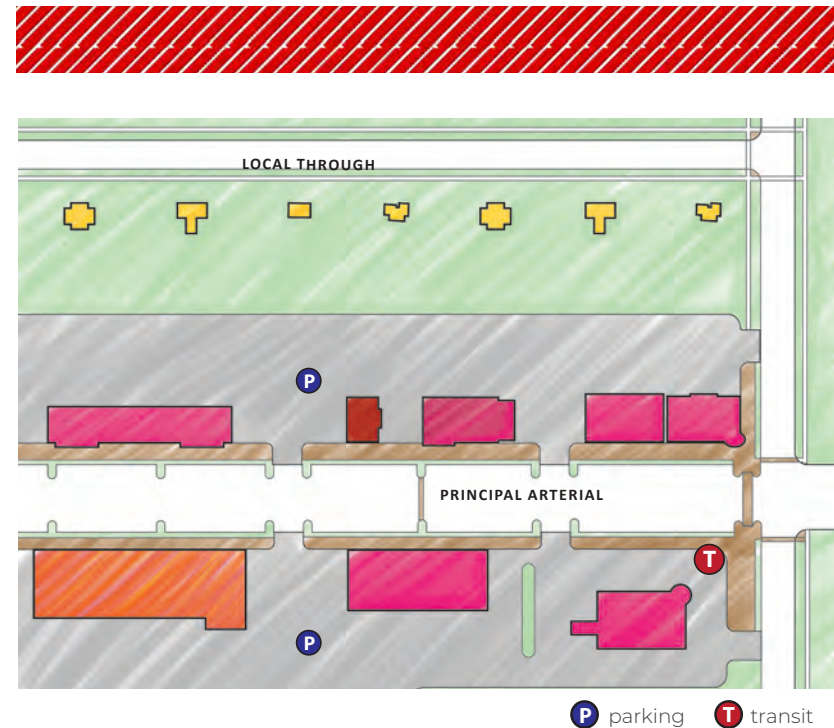
# Proposed Future Land Use Classification



## Development Types

### COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community 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 three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



### AC-2 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

#### SECONDARY TYPES

- Multi-family Small & Medium

#### TERTIARY TYPES

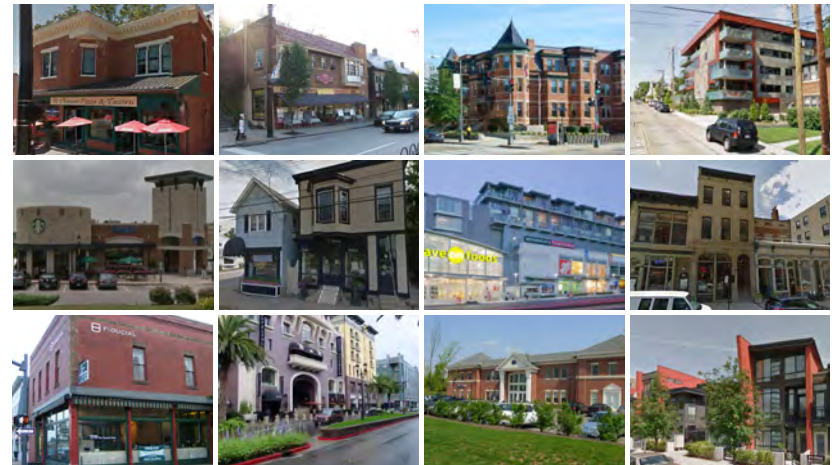
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

## Development Types

### AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. 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. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.

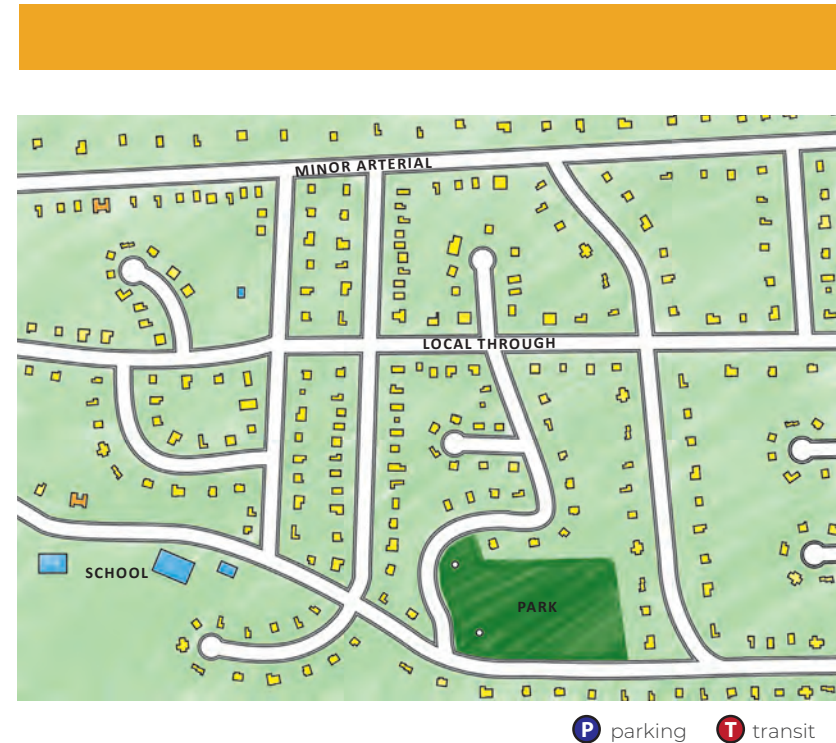


- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

## Development Types

### 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.



### UER-1 BUILDING TYPES/LAND USES

#### PRIMARY TYPES

- Single-family Detached

#### TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

*See matrix for appropriate park/open space types.*

## Development Types

### UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.



# Proposed Zoning District





## GC: General Commercial District

### Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

### Intensity and Dimensional Standards

#### (1) Intensity and Dimensional Standards

| Standard                            | All Uses |
|-------------------------------------|----------|
| Lot Area, min. (sf.)                | N/A      |
| Lot Width, min. (ft.)               | N/A      |
| Lot Coverage, max. (% of site area) | N/A      |
| Density, max. (du/acre)             | N/A      |
| Front Yard Setback, min. (ft.)      | 20       |
| Side Yard Setback, min. (ft.)       | N/A      |
| Rear Yard Setback, min. (ft.)       | 10       |
| Building Height, max. (ft.)         | 75       |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                          |                                          |                                    |
|----------------------------------------------------------|------------------------------------------|------------------------------------|
|                                                          | Community recreation center <sup>2</sup> | Elementary, middle, or high school |
| Dwelling, mixed-use <sup>2</sup>                         | Cultural facility                        | School, business or trade          |
| Dwelling, multifamily <sup>2</sup>                       | Day care facility <sup>1</sup>           | Hospital                           |
| Dwelling, single-family detached <sup>2</sup>            | Government office                        | Laboratory, medical or dental      |
| Dwelling, two-family <sup>2</sup>                        | Library                                  | Medical or dental clinic/office    |
| Continuing care retirement community (CCRC) <sup>1</sup> | Membership organization facility         | Nursing care facility              |
| Residential care facility <sup>2</sup>                   | Place of worship <sup>1</sup>            | Arboretum or botanical garden      |
| Broadcasting studio                                      | Public safety facility                   | Cemetery                           |
| Newspaper or periodical publishing establishment         | Social services facility                 | Park or greenway <sup>1</sup>      |
|                                                          | College or university                    | Park and ride                      |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**GC: GENERAL COMMERCIAL**

|                                                        |                                                         |                                                    |
|--------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| Parking lot <sup>1</sup>                               | Non-depository personal credit institution <sup>1</sup> | Community garden <sup>2</sup>                      |
| Parking structure <sup>2</sup>                         | Repair of personal goods                                | Crop production and processing                     |
| Passenger terminal, surface transportation             | Car wash                                                | Warehouse distribution and storage <sup>2</sup>    |
| Utility facility, major <sup>2</sup>                   | Amusement park                                          | Wholesale sales, not elsewhere listed <sup>2</sup> |
| Utility facility, minor                                | Arena, stadium, or outdoor theater                      | Manufacturing, assembly, or fabrication, light     |
| Animal shelter <sup>2</sup>                            | Banquet hall                                            |                                                    |
| Kennel <sup>1</sup>                                    | Performing arts center                                  |                                                    |
| Veterinary hospital or clinic <sup>1</sup>             | Recreation facility, indoor, not elsewhere listed       |                                                    |
| Equipment rental                                       | Recreation facility, outdoor, not elsewhere listed      |                                                    |
| Laboratory, testing or research                        | Building supplies and equipment store <sup>2</sup>      |                                                    |
| Lawn, tree, or pest control services                   | Consumer goods store                                    |                                                    |
| Linen or uniform supply                                | Convenience store <sup>2</sup>                          |                                                    |
| Self-service storage <sup>1</sup>                      | Farmers' market                                         |                                                    |
| Eating establishment only <sup>1</sup>                 | Fuel sales (bulk) <sup>2</sup>                          |                                                    |
| Eating and drinking establishment, Type 1 <sup>1</sup> | Grocery store or food market <sup>1</sup>               |                                                    |
| Eating and drinking establishment, Type 2 <sup>2</sup> | Liquor store <sup>2</sup>                               |                                                    |
| Funeral home or mortuary                               | Pawn shop <sup>2</sup>                                  |                                                    |
| Business/Professional office                           | Commercial vehicle sales and rentals <sup>1</sup>       |                                                    |
| Contractor's office                                    | Gasoline sales and service station <sup>1</sup>         |                                                    |
| Bank, retail                                           | Personal vehicle repair and maintenance <sup>2</sup>    |                                                    |
| Beauty salon or barbershop                             | Personal vehicle sales and rentals <sup>1</sup>         |                                                    |
| Body piercing or tattoo establishment <sup>1</sup>     | Vehicle equipment supplies sales and rentals            |                                                    |
| Dry cleaning pick-up <sup>1</sup>                      | Bed and breakfast <sup>1</sup>                          |                                                    |
| Laundry, coin-operated                                 | Hotel or motel                                          |                                                    |
| Nail salon                                             |                                                         |                                                    |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



## MU-1: Mixed-Use District

### Purpose

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development. \*No minimum parking.

### Intensity and Dimensional Standards

| Standard                            |      | Townhouse         | Single-Family and Two-Family | Multi-Family and Mixed Use | All Other Uses |
|-------------------------------------|------|-------------------|------------------------------|----------------------------|----------------|
| Lot Area, min. (sf.)                |      | 8,000[1]/1,500[2] | 5,000                        | 10,000                     | 5,000          |
| Lot Width, min. (ft.)               |      | 75[1]/18[2]       | 50                           | 75                         | 50             |
| Lot Depth, min. (ft.)               |      | [3]               |                              |                            |                |
| Lot Coverage, max. (% of site area) |      | 50                | N/A                          |                            |                |
| Density, max. (du/acre)             |      | N/A               |                              |                            |                |
| Front Yard Setback, (ft.)           | Min. | 15                | 0                            |                            |                |
|                                     | Max. | 20                |                              |                            |                |
| Side Yard Setback, min. (ft.)       |      | [4]               | 5                            |                            |                |
| Rear Yard Setback, min. (ft.)       |      | 10                |                              |                            |                |
| Building Height, max. (ft.)         |      | 40                |                              |                            |                |

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

[4] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                  |                                                          |                                                 |
|----------------------------------|----------------------------------------------------------|-------------------------------------------------|
|                                  | Dwelling, two-family                                     | Government office                               |
| Cottage neighborhood development | Continuing care retirement community (CCRC) <sup>2</sup> | Library                                         |
| Dwelling, live-work <sup>1</sup> | Fraternity or sorority house <sup>2</sup>                | Place of worship <sup>1</sup>                   |
| Dwelling, mixed-use              | Residential care facility <sup>2</sup>                   | Public safety facility                          |
| Dwelling, multifamily            | Community recreation center                              | Social services facility                        |
| Dwelling, single-family detached | Cultural facility <sup>2</sup>                           | Elementary, middle, or high school <sup>2</sup> |
| Dwelling, townhouse              | Day care facility <sup>1</sup>                           | Medical or dental clinic/office                 |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**MU-1: MIXED-USE**

Nursing care facility

Arboretum or botanical garden<sup>2</sup>

Cemetery<sup>2</sup>

Park or greenway<sup>1</sup>

Parking lot<sup>1</sup>

Utility facility, major<sup>2</sup>

Utility facility, minor

Eating establishment only<sup>1</sup>

Eating and drinking establishment,  
Type 1<sup>1</sup>

Eating and drinking establishment,  
Type 2<sup>2</sup>

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up<sup>1</sup>

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not  
elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast<sup>1</sup>

Community garden<sup>1</sup>

Crop production and processing

Manufacturing, assembly, or  
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**ORDINANCE NO.: 2023-107**

*Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as *5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07* containing 5.13 acres, further identified in Exhibit A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass:



Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #1, Census Tract 106, and assigned future land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1), as shown in Exhibit B, and zoning of General Commercial District (GC) and Mixed Use District (MU-1), as shown in Exhibit C.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07

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

Requested by:

Assistant City Manager Gentry \_\_\_\_\_

Mayor \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

  
Deputy City Attorney

\_\_\_\_\_  
City Clerk

Introduced:  
Final Reading:

**ORDINANCE NO.: 2023-107**  
**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being on the Eastern Side of Fairfield Road, near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.20 acre, more or less, and being shown and delineated on a survey prepared for Camp Cola LLC by Baxter Land Surveying Co., Inc., dated March 13, 2023 and recorded in the Office of the ROD for Richland County in Book 2824 at Page 1758. Reference to said plat is hereby made for a more complete and accurate description. All measurements are a little more or less.

ALSO:

ALL that certain, piece, parcel or lot of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.83 acres more or less situate, lying and being shown on a plat prepared for Bruce Jackson Oswald, by Carl W. Bostick, P.L.S. Reg. No. 4786 dated April 5, 2007, revised September 9, 2008 and being recorded in the Richland County ROD in Book 1464 at Page 2808. Be all said measurements a little more or less.

ALSO:

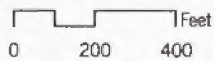
ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as "Parcel B", containing 1.81 acres, more or less, on a Boundary Plat prepared for Tammy O. Brackett by Bostik Surveying, dated April 5, 2007 and August 21, 2007 (revised September 9, 2008 and May 7, 2009) and recorded May 13, 2009 in the Office of the Register of Deeds for Richland County in Record/Plat Book 1521, Page 272. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-107  
EXHIBIT "B"  
FUTURE LAND USE CLASSIFICATIONS

## Future Land Use

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX915 Woodside Avenue; TMS5 (17707-02-01, 17707-02-02, 17707-02-03, 17707-02-44, 17708-06-02, 17708-06-06, and 17708-06-07)  
Current Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area  
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)



**Planning & Development  
Services Department**

Created by: swhudson      Date: 7/17/2023



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LEGAL DEPARTMENT DRAFT



**ORDINANCE NO.: 2023-107  
EXHIBIT "C"  
ZONING DISTRICTS**

## Zoning

### Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FR: Floodplain Overlay District
- Parcels
- City Limits

0 200 400 Feet

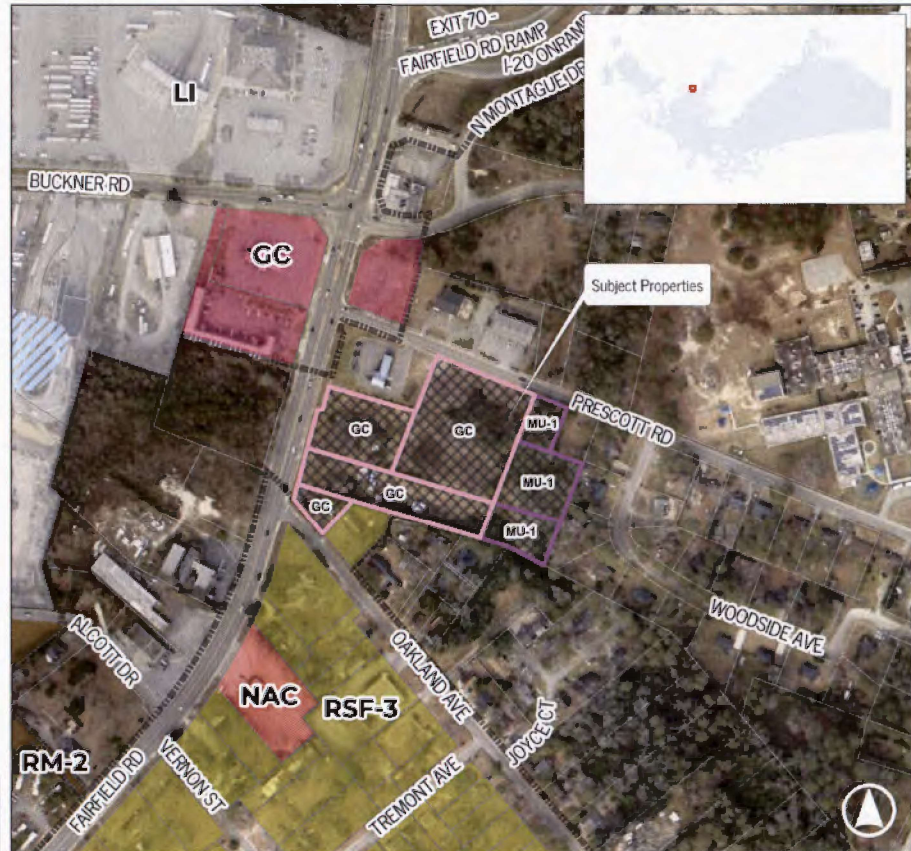
**Planning & Development  
Services Department**

Created by: swludson Date: 7/17/2023



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5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)  
Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)



**LEGAL DEPARTMENT DRAFT**

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 2.3 acres, more or less, and shown and designated as lots 01, 02, and 03, block 02 of Richland County Tax Map 11707; and lot 02, block 06 of Richland County Tax Map 11708. Said parcels having approximately such boundaries and measurements as are shown on said tax maps.

Property Addresses: 5706 Fairfield Road, NX815 Woodside Avenue, NX809 Woodside Avenue, 731 Prescott Road

BY: Ronald Campbell  
(Signature)

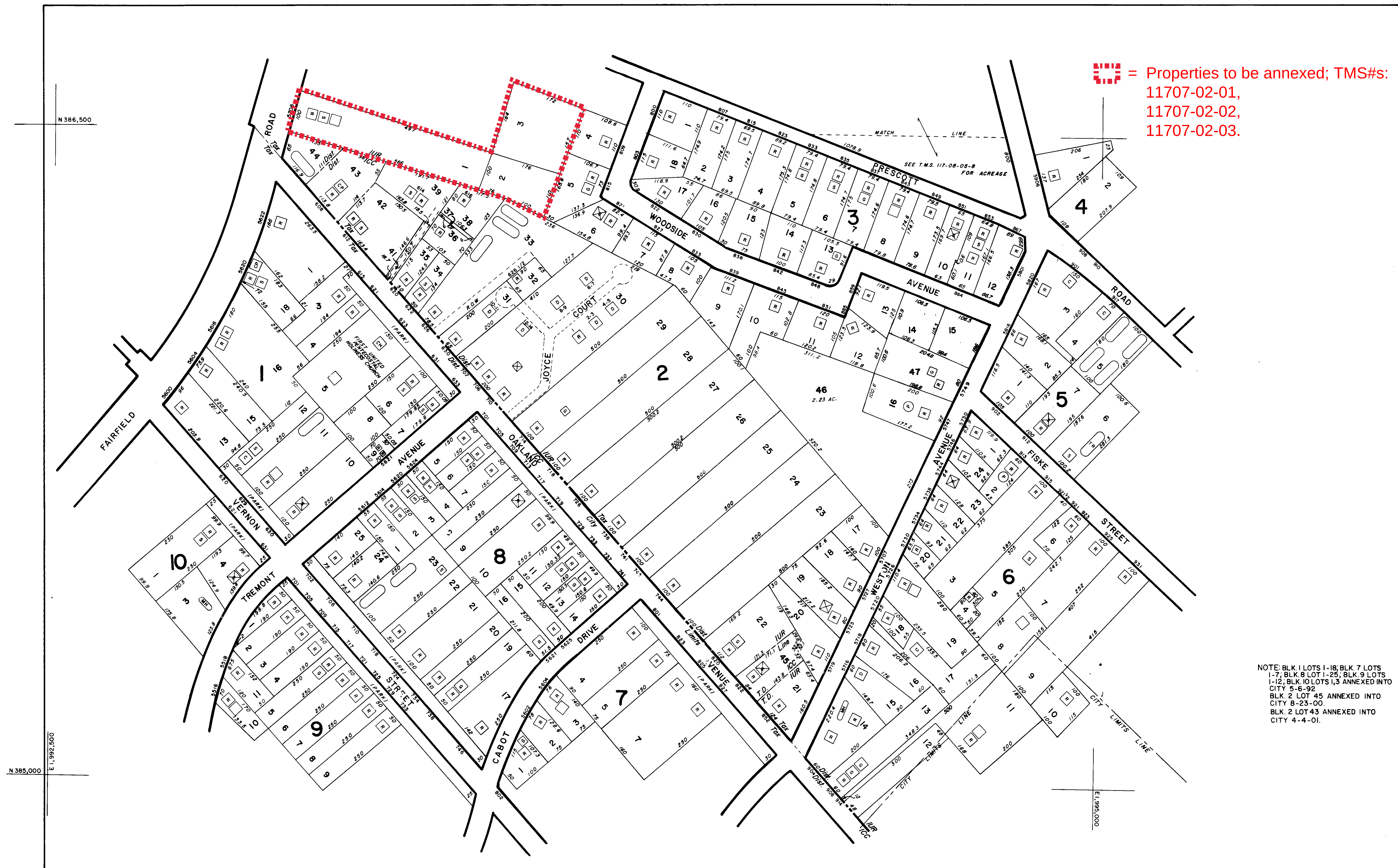
Date: 6/2/23

Ronald Campbell  
(Print or Type Name)

ITS: Member  
(Print or Type Title)



11707



 = Properties to be annexed; TMS#s:  
11707-02-01,  
11707-02-02,  
11707-02-03.

NOTE: BLK. 1 LOTS 1-18; BLK. 7 LOTS 1-7; BLK. 8 LOT 1-25; BLK. 9 LOTS 1-12; BLK. 10 LOTS 1,3 ANNEXED INTO CITY 5-6-92  
BLK. 2 LOT 45 ANNEXED INTO CITY 8-23-00.  
BLK. 2 LOT 43 ANNEXED INTO CITY 4-4-01.

Prepared by  
**KUCERA ASSOCIATES**  
Photogrammetric Consultants  
Mentor, Ohio

| REVISIONS          |                   |
|--------------------|-------------------|
| DATE FIELD CHECKED | DATE LAST REVISED |
| 12/83              | 12/04             |
| 12/85              | 12/05             |
| 12/86              | 12/06             |
| 12/87              |                   |
| 12/88              | 12/01             |
|                    | 12/02             |
|                    | 12/03             |

|                               |     |
|-------------------------------|-----|
| PROPERTY LINE                 | --- |
| RIGHT OF WAY                  | --- |
| CITY LIMITS                   | --- |
| SCHOOL DIST                   | --- |
| RAIL ROAD                     | --- |
| PUBLIC ROAD AND BLOCK DIVIDER | --- |

|                                                                                     |                                      |
|-------------------------------------------------------------------------------------|--------------------------------------|
|  | DENOTES BUILDING USE                 |
|                                                                                     | R - RESIDENTIAL                      |
|                                                                                     | C - COMMERCIAL                       |
|                                                                                     | ETC.                                 |
| (B) (C)                                                                             | DENOTES SEPARATE OWNER FROM BUILDING |

|                 |         |
|-----------------|---------|
| BLOCK NO        | 50      |
| LOT NO          | 50      |
| LOT MEASUREMENT | 150.5   |
| ACREAGE         | 6.55 AC |
| ADDRESS         | 1204    |

PROPERTY TAX MAP  
**RICHLAND COUNTY**  
SOUTH CAROLINA

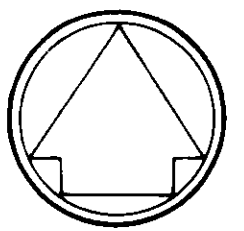


THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

| MAP KEY |        |        |
|---------|--------|--------|
| 117-04  | 117-08 | 117-12 |
| 117-03  | 117-07 | 117-11 |
| 117-02  | 117-06 | 117-10 |

GRAPHIC SCALE  
0 100 200 300  
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.



NORTH

PROPERTY MAP  
SHEET NO.  
**11707**  
SCHOOL DISTRICT  
**ICC, IUR**

Packet Pg. 293





 = Property to be annexed; TMS#: 11708-06-02

NOTE: BLK. 1 LOTS 4 & 5; BLK. 7 LOT 1 ANNEXED INTO CITY 12-29-95.

Prepared by  
**KUCERA ASSOCIATES**  
Photogrammetric Consultants  
Mentor, Ohio

| REVISIONS          |                   |
|--------------------|-------------------|
| DATE FIELD CHECKED | DATE LAST REVISED |
| 12/83              | 12/04             |
| 12/84              | 12/05             |
| 12/85              | 12/06             |
| 12/86              |                   |
| 12/88              | 12/01             |
|                    | 12/02             |
|                    | 12/03             |

PROPERTY LINE  
RIGHT-OF-WAY  
CITY LIMITS  
SCHOOL DIST  
RAILROAD  
PUBLIC ROAD AND  
BLOCK DIVIDER

**LEGEND**

 DENOTES BUILDING USE  
R - RESIDENTIAL  
C - COMMERCIAL  
ETC.  
 DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO  
50

LOT NO  
LOT MEASUREMENT  
ACREAGE  
ADDRESS

50  
50  
150.5  
6.55 AC  
1204

**PROPERTY TAX MAP**  
**RICHLAND COUNTY**  
SOUTH CAROLINA



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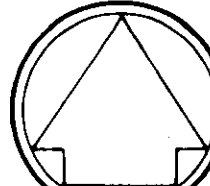
**MAP KEY**

|        |        |        |
|--------|--------|--------|
| 118-01 | 118-05 | 118-09 |
| 117-04 | 117-08 | 117-12 |
| 117-03 | 117-07 | 117-11 |

**GRAPHIC SCALE**

0 100 200 300  
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.

  
NORTH

**PROPERTY MAP**  
**SHEET NO.**  
**11708**  
**SCHOOL DISTRICT**  
**ICC, IUR**

Packet Pg. 294

# MEMORANDUM

## Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2023

RE: **Property Address:** 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue  
**Richland County TMS#:** 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
**Owner(s):** Camp Cola LLC  
**Current Use:** Undeveloped, Residential, and Residential on Commercial Land  
**Proposed Use:** Commercial  
**Current County Land Use:** Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area  
**Proposed City Land Use:** Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)  
**Current County Zoning:** General Commercial (GC) and Residential Single Family - Medium Density (RS-MD)  
**Proposed City Zoning:** General Commercial District (GC) and Mixed Use District (MU-1)  
**Reason for Annexation:** Zoning Map Amendment; Secondary Area  
**City Council District:** 1  
**Census Tract:** 106

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager  
 Jeff Palen, Assistant City Manager/CFO  
 Dana Higgins, Director, Engineering  
 Frank Eskridge, Director, Utilities  
 Robert Anderson, Public Works Director  
 Krista Hampton, Planning & Development Services  
 Kelly Smith, Business License Administrator  
 Greg Williams, Business Liaison  
 Tiffany Latimer, Customer Care Administrator  
 Todd Beiers, Building Official  
 Michelle Brazell, Engineering  
 Police Planning & Research  
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager  
 Henry M. Simons, Assistant City Manager  
 Teresa Knox, City Attorney  
 William Holbrook, Police Chief  
 Aubrey Jenkins, Fire Chief  
 Dollie Herron, Community Development  
 George Adams, Fire Marshal  
 Hope Hasty, Zoning Administrator  
 Jacquelyn Richburg, Columbia-Richland 911  
 David Hatcher, Housing Official  
 Richland County Solid Waste Collection  
 Lucinda Statler, Planning Administrator  
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC2/UER-1 (Land Use classification) by 50  
 on 8/10/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC/MU-1 (Zoning classification) by 50  
 on 8/10/23 (mm/dd/yyyy).

  
 (Signature of Annexation Coordinator)





Subject Properties





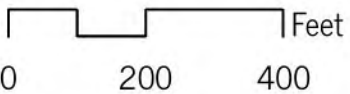
# Future Land Use

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue;  
TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
Current Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area  
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

18.d

## Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

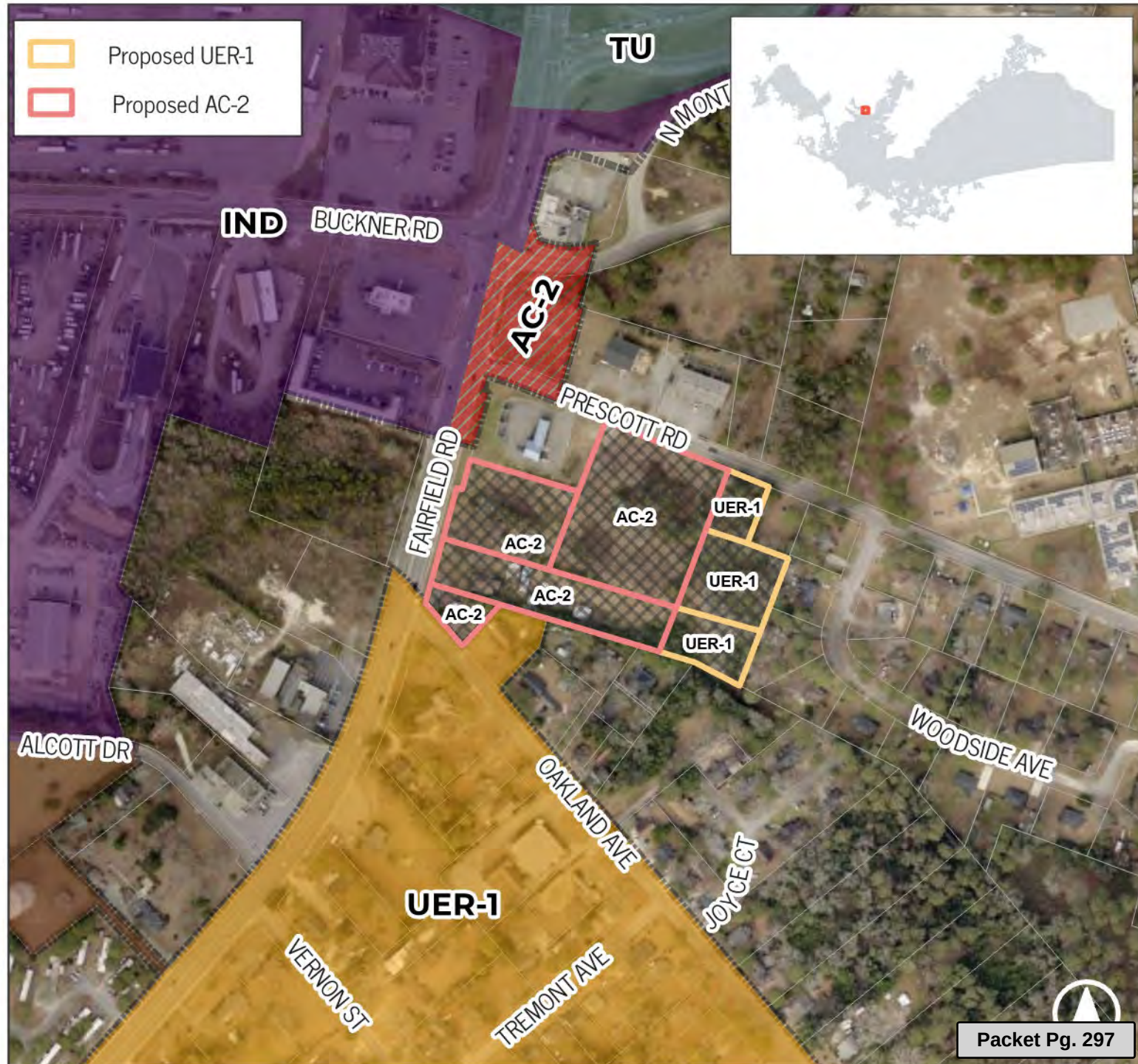


## Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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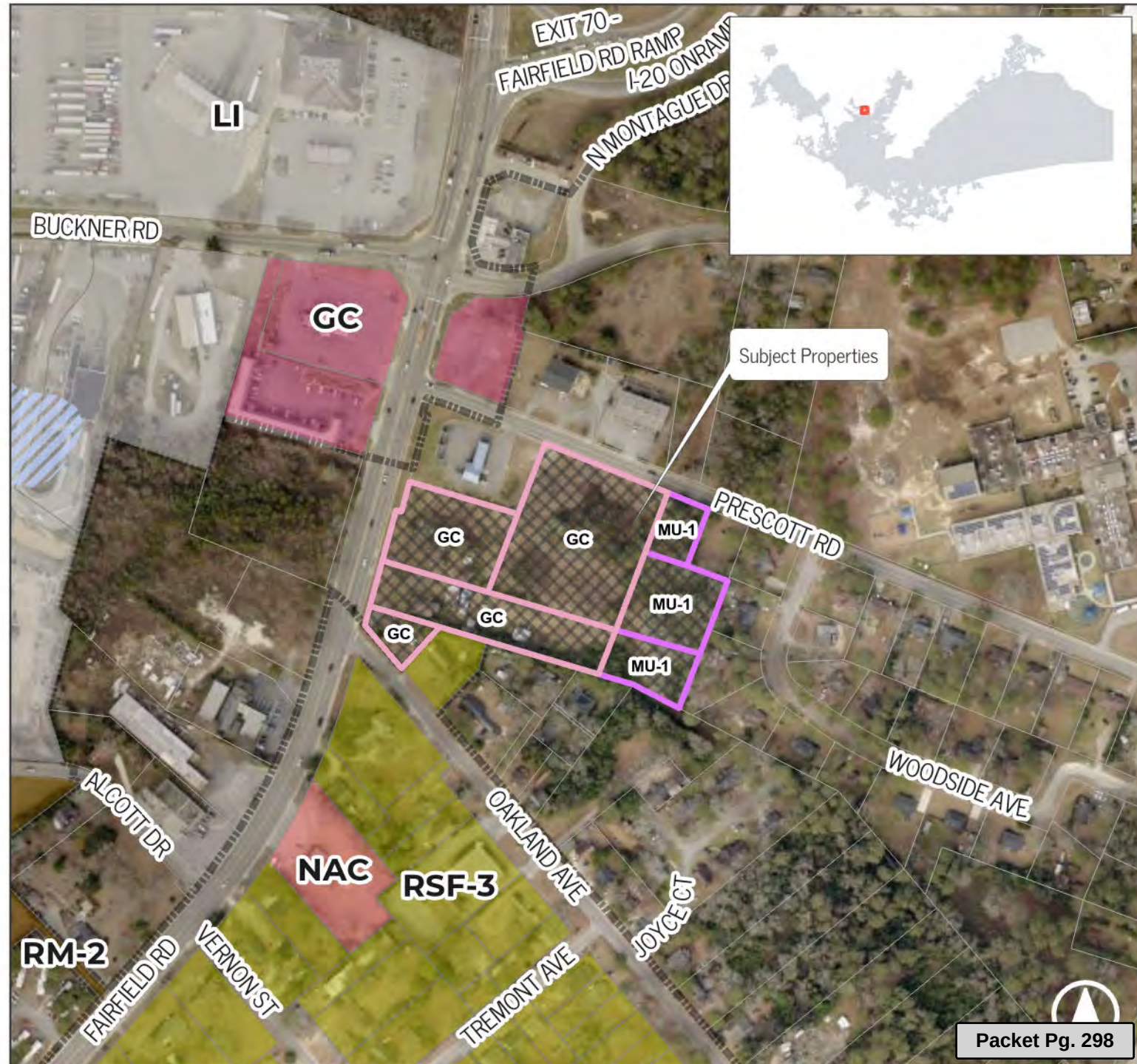
# Zoning

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside  
 TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07  
 Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)  
 Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)

18.d

## Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Subject Properties

0 200 400 Feet

**Planning & Development  
 Services Department**

Created by: swhudson Date: 7/17/2023



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Planning and Development Services

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

**SUBJECT:** **AMENDMENT TO THE UNIFIED DEVELOPMENT  
ORDINANCE - UPDATE PRINCIPAL USE TABLE**

**FUNDING SOURCE &  
ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**PURPOSE:**

**Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts**

**Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.**

**Applicant: Hope Hasty, Zoning Administrator**

**Staff Recommendation: Approval**

**PC Recommendation: 08/10/23; Approval (6-0)**

**First reading approval was given on September 19, 2023.**

**ATTACHMENTS:**

- **#a:** EC District Use Table Amendment Case summary \_ZPH (PDF)
- **#b:** 2023-113- Amending Chapter 17 (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.





## CITY COUNCIL

September 19th, 2023 at 4:00pm

City Hall, 3<sup>rd</sup> floor Council Chambers, 1737 Main Street, Columbia, SC 29201

# AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Update Principal Use Table

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/10/23; Approval (6-0)

ZPH, 1<sup>st</sup> Reading: 09/19/2023; Pending

2<sup>nd</sup> Reading: 10/03/2023; Pending

## DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. As the code has been implemented in practice, staff has found some areas that need to be amended as well as certain items that need clarification. Staff is proposing an amendment to add additional uses to the Permitted Use Table for the EC (Employment Campus) District.

The UDO classifies the Employment Campus (EC) District as an industrial district, which is typically more intensely developed, but currently includes relatively few permitted uses. After having time to administer the district and responding to proposed uses, staff has determined that it is appropriate to permit additional uses that still meet the purpose and intent of the district, but present additional opportunities for development.

Please see the attached Table of Permitted Uses for recommended additions and the Employment Campus Summary Handout for the district intent.

## STAFF RECOMMENDATION

Staff recommends City Council to approve the request.



## EC: Employment Campus District

### Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

### Intensity and Dimensional Standards

| Standard                            | Multi-Family and Mixed-Use | All Other Uses |
|-------------------------------------|----------------------------|----------------|
| Lot Area, min. (sf.)                | 10,000                     | N/A            |
| Lot Width, min. (ft.)               | 75                         | 50             |
| Lot Coverage, max. (% of site area) | 75                         |                |
| Density, max. (du/acre)             | N/A                        |                |
| Front Yard Setback, min. (ft.)      | 15                         |                |
| Side Yard Setback, min. (ft.)       | 5                          |                |
| Rear Yard Setback, min. (ft.)       | 10                         |                |
| Building Height, max. (ft.)         | 75                         |                |

Notes: ft. = feet sf. = square feet du. = dwelling unit

### Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. <sup>1</sup> Conditional Use <sup>2</sup> Special Exception

#### PRINCIPAL USES PERMITTED

|                                                  |                                    |                                            |
|--------------------------------------------------|------------------------------------|--------------------------------------------|
|                                                  | Library                            | Park or greenway <sup>1</sup>              |
| Dwelling, mixed-use                              | Membership organization facility   | Park and ride                              |
| Dwelling, multifamily                            | Place of worship <sup>1</sup>      | Parking lot <sup>1</sup>                   |
| Dwelling, townhouse                              | Public safety facility             | Parking structure <sup>1</sup>             |
| Newspaper or periodical publishing establishment | Social services facility           | Passenger terminal, surface transportation |
|                                                  | College or university              |                                            |
| Community recreation center                      | Elementary, middle, or high school | Utility facility, major <sup>2</sup>       |
| Cultural facility                                | School, business or trade          | Utility facility, minor                    |
| Day care facility                                | Laboratory, medical or dental      | Kennel <sup>1</sup>                        |
| Government office                                | Medical or dental clinic/office    | Veterinary hospital or clinic <sup>1</sup> |

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

**EC: EMPLOYMENT CAMPUS**

|                                        |                             |
|----------------------------------------|-----------------------------|
| Laboratory, testing or research        | Manufacturing, assembly, or |
| Eating establishment only <sup>1</sup> | fabrication, light          |

Eating and drinking establishment,  
Type 1<sup>1</sup>

Eating and drinking establishment,  
Type 2<sup>2</sup>

Business/Professional office

Contractor's office

Beauty salon or barbershop

Dry cleaning pick-up<sup>1</sup>

Nail salon

Repair of personal goods

Car wash

Banquet hall

Recreation facility, indoor, not  
elsewhere listed<sup>2</sup>

Recreation facility, outdoor, not  
elsewhere listed<sup>2</sup>

Consumer goods store

Convenience store<sup>2</sup>

Farmers' market

Grocery store or food market

Hotel or motel

Agriculture and forestry uses, not  
elsewhere listed

Community garden<sup>1</sup>

Crop production and processing

Warehouse distribution and  
storage

Wholesale sales, not elsewhere  
listed

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**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

**(4) Principal Use Table for Base Zoning Districts**

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                             |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |     |         |         |                      |         |                         |                        |    |                      |
|-------------------------------------------------------------------|---------------------------------------------|-----------------------|------|-------|-------|-------|----|-------------------------|------|----------------------------------------------------|------|------|-----|-----|-----|----------------------------------|-----|------------------------------------|-----|---------|---------|----------------------|---------|-------------------------|------------------------|----|----------------------|
| P = PERMITTED BY RIGHT                                            |                                             |                       |      |       |       |       |    | C = ALLOWED CONDITIONAL |      |                                                    |      |      |     |     |     | S = ALLOWED AS SPECIAL EXCEPTION |     |                                    |     |         |         |                      |         | BLANK CELL = PROHIBITED |                        |    |                      |
| Principal Use Category                                            | Principal Use Type                          | Residential Districts |      |       |       |       |    |                         |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |                                  |     | Institutional and Campus Districts |     |         |         | Industrial Districts |         |                         | Use-Specific Standards |    |                      |
|                                                                   |                                             | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV                   | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I                              | DAC | GC                                 | MC  | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI                      |                        | HI | EC                   |
| RESIDENTIAL USES                                                  |                                             |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |     |         |         |                      |         |                         |                        |    |                      |
| Household Living Uses                                             | Cottage neighborhood development            |                       |      |       | P     | P     | P  | P                       | P    | P                                                  | P    |      |     |     |     |                                  |     |                                    |     |         |         |                      |         |                         |                        |    | Sec. 17-4.2(c)(1)a.1 |
|                                                                   | Dwelling, live-work                         |                       |      |       |       |       |    |                         | C    | C                                                  | C    | C    | C   | C   | C   | C                                |     | C                                  |     |         |         |                      |         |                         |                        | P  | Sec. 17-4.2(c)(1)a.2 |
|                                                                   | Dwelling, mixed-use                         |                       |      |       |       |       |    |                         |      |                                                    | P    | P    | P   | P   | P   | S                                | P   | S                                  | P   |         |         |                      |         |                         |                        | P  |                      |
|                                                                   | Dwelling, multifamily                       |                       |      |       |       |       |    |                         | P    | P                                                  | P    | P    | P   | P   | P   | S                                | P   | S                                  | P   |         |         |                      |         |                         |                        | P  |                      |
|                                                                   | Dwelling, single-family detached            | P                     | P    | P     | P     | P     | P  | P                       | P    | P                                                  | P    | P    | P   |     |     | P                                |     | S                                  |     |         |         |                      |         |                         |                        |    |                      |
|                                                                   | Dwelling, townhouse                         |                       |      |       |       |       |    |                         | P    | P                                                  | P    | P    | P   |     |     | S                                | P   |                                    | P   |         |         |                      |         |                         |                        | P  |                      |
|                                                                   | Dwelling, two-family                        |                       |      |       |       |       | P  | P                       | P    | P                                                  | P    | P    |     |     |     | P                                |     | S                                  | P   |         |         |                      |         |                         |                        |    |                      |
|                                                                   | Mobile home park                            |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |     |         |         |                      |         |                         |                        |    |                      |
| Group Living Uses                                                 | Continuing care retirement community (CCRC) |                       |      |       |       |       |    |                         |      |                                                    | S    | S    |     | C   | C   |                                  | C   | C                                  |     |         |         |                      |         |                         |                        | C  | Sec. 17-4.2(c)(1)b.1 |
|                                                                   | Dormitory, private                          |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  | C/S |                                    | C/S |         | C/S     |                      |         |                         |                        |    | Sec. 17-4.2(c)(1)b.2 |
|                                                                   | Dormitory, public                           |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | P   | P   | S                                | P   |                                    | P   | S       | P       |                      |         |                         |                        |    |                      |

**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                                  |                       |      |       |       |       |    |                         |      |      |      |                                                    |     |     |     |                                  |     |    |    |                                    |         |         |         |                         |    |    |                        |
|-------------------------------------------------------------------|--------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------------------------|------|------|------|----------------------------------------------------|-----|-----|-----|----------------------------------|-----|----|----|------------------------------------|---------|---------|---------|-------------------------|----|----|------------------------|
| P = PERMITTED BY RIGHT                                            |                                                  |                       |      |       |       |       |    | C = ALLOWED CONDITIONAL |      |      |      |                                                    |     |     |     | S = ALLOWED AS SPECIAL EXCEPTION |     |    |    |                                    |         |         |         | BLANK CELL = PROHIBITED |    |    |                        |
| Principal Use Category                                            | Principal Use Type                               | Residential Districts |      |       |       |       |    |                         |      |      |      | Mixed-Use, Activity Center, and Corridor Districts |     |     |     |                                  |     |    |    | Institutional and Campus Districts |         |         |         | Industrial Districts    |    |    | Use-Specific Standards |
|                                                                   |                                                  | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV                   | RM-1 | RM-2 | MU-1 | MU-2                                               | NAC | CAC | RAC | O-I                              | DAC | GC | MC | INS-GEN                            | INS-U/M | INS-ZOO | INS-T/U | LI                      | HI | EC |                        |
|                                                                   |                                                  |                       |      |       |       |       |    |                         |      |      |      |                                                    |     |     |     |                                  |     |    |    |                                    |         |         |         |                         |    |    |                        |
|                                                                   | Fraternity or sorority house                     |                       |      |       |       |       |    |                         |      |      | S    | S                                                  |     | S   |     |                                  | S   |    | S  |                                    | S       |         |         |                         |    |    |                        |
|                                                                   | Residential care facility                        |                       |      |       |       |       |    |                         |      |      | S    | S                                                  | S   | S   | S   | S                                | S   | S  | S  |                                    |         |         |         |                         |    | S  | Sec. 17-4.2(c)(1)b.3   |
|                                                                   | Rooming house or boardinghouse                   |                       |      |       |       |       |    |                         |      |      |      | S                                                  |     | S   |     | S                                | S   |    |    |                                    | S       |         |         |                         |    |    | Sec. 17-4.2(c)(1)b.4   |
| PUBLIC, CIVIC, AND INSTITUTIONAL USES                             |                                                  |                       |      |       |       |       |    |                         |      |      |      |                                                    |     |     |     |                                  |     |    |    |                                    |         |         |         |                         |    |    |                        |
| Communication Uses                                                | Broadcasting studio                              |                       |      |       |       |       |    |                         |      |      |      |                                                    |     | P   | P   |                                  | P   | P  | P  |                                    | P       |         |         | P                       | P  | P  |                        |
|                                                                   | Newspaper or periodical publishing establishment |                       |      |       |       |       |    |                         |      |      |      |                                                    |     | P   | P   |                                  | P   | P  | P  |                                    | P       |         |         | P                       | P  | P  |                        |
|                                                                   | Wireless communication facility[1]               |                       |      |       |       |       |    |                         |      |      |      |                                                    |     |     |     |                                  |     |    |    |                                    |         |         |         |                         |    |    | Sec. 17-4.2(c)(2)a.1   |
| Community Service Uses                                            | Community recreation center                      |                       |      | P     | P     | P     | P  | P                       | P    | P    | P    | P                                                  | P   | P   | P   | P                                | P   | S  | P  |                                    | P       |         |         |                         | P  |    |                        |
|                                                                   | Correctional facility                            |                       |      |       |       |       |    |                         |      |      |      |                                                    |     |     |     |                                  |     |    |    |                                    |         |         |         | S                       | S  |    |                        |
|                                                                   | Cultural facility                                |                       | S    | S     | S     | S     | S  | S                       | S    | S    | S    | P                                                  | P   | P   | P   | P                                | P   | P  | P  | P                                  | P       |         |         | S                       |    | P  |                        |
|                                                                   | Day care facility                                |                       | S    | S     | S     | S     | S  | S                       | C    | C    | C    | C                                                  | C   | C   | C   | C                                | C   | C  | C  | C                                  | C       |         |         |                         |    | P  | (c)(2)b.1              |
|                                                                   | Government office                                |                       |      |       |       |       |    |                         |      |      | P    | P                                                  | P   | P   | P   | P                                | P   | P  | P  | P                                  | P       |         | P       | P                       |    | P  |                        |
|                                                                   | Library                                          |                       |      | P     | P     | P     | P  | P                       | P    | P    | P    | P                                                  | P   | P   | P   | P                                | P   | P  | P  | P                                  |         |         |         | P                       |    | P  |                        |
|                                                                   | Membership organization facility                 |                       |      |       |       |       |    |                         |      |      |      |                                                    | P   | P   | P   | P                                | P   | P  | P  | S                                  | P       |         |         | P                       |    | P  |                        |
|                                                                   | Place of worship                                 |                       | S    | S     | S     | S     | S  | S                       | S    | S    | C    | S                                                  | C   | C   | C   | C                                | C   | C  | C  | C                                  | C       |         |         | C                       |    | C  | Sec. 17-4.2(c)(2)b.2   |
|                                                                   | Public safety facility                           |                       | P    | P     | P     | P     | P  | P                       | P    | P    | P    | P                                                  | P   | P   | P   | P                                | P   | P  | P  | P                                  | P       | P       | P       | P                       | P  | P  |                        |
|                                                                   | Social services facility                         |                       |      |       |       |       |    |                         |      |      |      | P                                                  | P   | P   | P   | P                                | P   | P  | P  | P                                  |         |         |         | P                       |    | P  |                        |

## Article 4: Use Regulations

## Sec. 17-4.2. Principal Uses

## (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                              |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |                         |                                    |    |         |         |                      |         |    |                        |                      |                      |
|-------------------------------------------------------------------|----------------------------------------------|-----------------------|------|-------|-------|-------|-------------------------|-------|------|----------------------------------------------------|------|----------------------------------|-----|-----|-----|-----|-------------------------|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----------------------|----------------------|
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| Principal Use Category                                            | Principal Use Type                           | Residential Districts |      |       |       |       |                         |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |                                  |     |     |     |     |                         | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |                      |                      |
|                                                                   |                                              | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD                      | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2                             | NAC | CAC | RAC | O-I | DAC                     | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI                   | EC                   |
|                                                                   | Zoo                                          |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |                         |                                    |    |         | P       |                      |         |    |                        |                      |                      |
| Education Uses                                                    | College or university                        |                       |      |       |       |       |                         |       |      |                                                    |      |                                  | P   | P   | P   | P   | P                       | P                                  | P  | P       | P       |                      |         |    | P                      |                      |                      |
|                                                                   | Elementary, middle, or high school           |                       | S    | S     | S     | S     | S                       | S     | S    | S                                                  | S    | P                                | P   | P   | P   | P   | P                       | P                                  | P  |         | P       |                      |         |    | P                      |                      |                      |
|                                                                   | School, business or trade                    |                       |      |       |       |       |                         |       |      |                                                    | S    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       |         |                      | P       |    | P                      |                      |                      |
| Health Care Uses                                                  | Hospital                                     |                       |      |       |       |       |                         |       |      |                                                    |      | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       |         |                      |         |    | P                      |                      |                      |
|                                                                   | Laboratory, medical or dental                |                       |      |       |       |       |                         |       |      |                                                    | P    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       |         |                      | P       |    | P                      |                      |                      |
|                                                                   | Medical or dental clinic/office              |                       |      |       |       |       |                         |       |      | P                                                  | P    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       |         |                      | P       |    | P                      |                      |                      |
|                                                                   | Nursing care facility                        |                       |      |       |       |       |                         |       |      | P                                                  | S    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       |         |                      |         |    | P                      |                      |                      |
| Parks and Open Space                                              | Arboretum or botanical garden                |                       | S    | S     | S     | S     | S                       | S     | S    | S                                                  | S    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       | P       | P                    |         | P  |                        |                      |                      |
|                                                                   | Cemetery                                     |                       | S    | S     | S     | S     | S                       | S     | S    | S                                                  | S    | P                                | P   | P   | P   | P   | P                       |                                    | P  |         |         |                      | P       |    |                        |                      |                      |
|                                                                   | Park or greenway                             | C                     | C    | C     | C     | C     | C                       | C     | C    | C                                                  | C    | C                                | C   | C   | C   | C   | C                       | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)c   |
| Transportation Uses                                               | Airport                                      |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |                         |                                    |    |         |         | P                    | P       | P  |                        |                      |                      |
|                                                                   | Park and ride                                |                       |      |       |       |       |                         |       |      |                                                    | P    | P                                | P   | P   | P   | P   | P                       | P                                  | P  | P       | P       | P                    | P       | P  | P                      |                      |                      |
|                                                                   | Parking lot                                  |                       |      |       |       |       |                         |       |      | C                                                  | C    | C                                | C   | C   | C   | C   | C                       | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)d.1 |
|                                                                   | Parking structure                            |                       |      |       |       |       |                         |       |      |                                                    | S    | C                                | C   | C   | S   | C   | S                       | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)d.2 |
|                                                                   | Passenger terminal, surface transportation   |                       |      |       |       |       |                         |       |      |                                                    |      | S                                | P   | P   | S   | P   | P                       | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P                    |                      |
|                                                                   | Railroad facility                            |                       |      |       |       |       |                         |       |      |                                                    |      | S                                |     | S   |     | P   |                         |                                    |    |         |         | P                    |         | P  |                        |                      |                      |
| Utility Uses                                                      | Solar energy conversion system (large scale) |                       | C    |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |                         |                                    | C  | C       | C       | C                    | C       | C  |                        | Sec. 17-4.2(c)(2)e.1 |                      |
|                                                                   | Utility facility, major                      |                       | S    | S     | S     | S     | S                       | S     | S    | S                                                  | S    | S                                | S   | S   | S   | S   | S                       | S                                  | P  | P       | P       | P                    | P       | P  | S                      |                      |                      |

**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                           |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         |                        |          |                      |
|-------------------------------------------------------------------|-------------------------------------------|-----------------------|------|-------|-------|-------|----|-------------------------|------|----------------------------------------------------|------|------|-----|-----|-----|----------------------------------|-----|------------------------------------|----|---------|---------|----------------------|---------|-------------------------|------------------------|----------|----------------------|
| P = PERMITTED BY RIGHT                                            |                                           |                       |      |       |       |       |    | C = ALLOWED CONDITIONAL |      |                                                    |      |      |     |     |     | S = ALLOWED AS SPECIAL EXCEPTION |     |                                    |    |         |         |                      |         | BLANK CELL = PROHIBITED |                        |          |                      |
| Principal Use Category                                            | Principal Use Type                        | Residential Districts |      |       |       |       |    |                         |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |                                  |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |                         | Use-Specific Standards |          |                      |
|                                                                   |                                           | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV                   | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I                              | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI                      |                        | HI       | EC                   |
|                                                                   | Utility facility, minor                   |                       | P    | P     | P     | P     | P  | P                       | P    | P                                                  | P    | P    | P   | P   | P   | P                                | P   | P                                  | P  | P       | P       | P                    | P       | P                       | P                      | P        |                      |
| COMMERCIAL USES                                                   |                                           |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         |                        |          |                      |
| Animal Care Uses                                                  | Animal shelter                            |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | S   |     |                                  | S   |                                    |    |         |         |                      |         | P                       | P                      | <u>P</u> |                      |
|                                                                   | Kennel                                    |                       |      |       |       |       |    |                         |      |                                                    |      |      | C   | C   | C   | C                                | C   | C                                  |    |         |         |                      |         | C                       | C                      | C        | Sec. 17-4.2(c)(3)a.1 |
|                                                                   | Veterinary hospital or clinic             |                       |      |       |       |       |    |                         |      |                                                    |      | C    | C   | C   | C   | C                                | C   | C                                  |    |         |         |                      |         | C                       | C                      | C        | Sec. 17-4.2(c)(3)a.2 |
| Commercial Services Uses                                          | Equipment rental                          |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | C   |     |                                  | P   | C                                  |    | C       |         |                      |         | P                       | P                      |          | Sec. 17-4.2(c)(3)b.1 |
|                                                                   | Laboratory, testing or research           |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | P   |     | P                                | P   | P                                  |    | P       |         |                      |         | P                       | P                      | P        |                      |
|                                                                   | Lawn, tree, or pest control services      |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  | P   |                                    |    | P       |         |                      |         | P                       | P                      |          |                      |
|                                                                   | Linen or uniform supply                   |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | P   |     |                                  | P   |                                    |    | P       |         |                      |         | P                       | P                      | <u>P</u> |                      |
|                                                                   | Self-service storage                      |                       |      |       |       |       |    |                         |      |                                                    |      |      |     | C   | C   |                                  | C   | C                                  | C  |         |         |                      |         | C                       | C                      | <u>C</u> | Sec. 17-4.2(c)(3)b.2 |
|                                                                   | Sign fabricating establishment            |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         | P       |                      |         | P                       | P                      | <u>P</u> |                      |
| Eating and Drinking Establishment Uses                            | Eating establishment only                 |                       |      |       |       |       |    |                         |      |                                                    | C    | C    | C   | C   | C   | C                                | C   | C                                  | C  | C       | C       | C                    |         | C                       |                        | C        | Sec. 17-4.2(c)(3)c.1 |
|                                                                   | Eating and drinking establishment, Type 1 |                       |      |       |       |       |    |                         |      |                                                    | C    | C    | C   | C   | C   | C                                | C   | C                                  | C  | C       | C       | C                    |         | C                       |                        | C        | Sec. 17-4.2(c)(3)c.2 |
|                                                                   | Eating and drinking establishment, Type 2 |                       |      |       |       |       |    |                         |      |                                                    | S    | S    | S   | S   | S   | S                                | S   | S                                  | S  | S       | S       | S                    |         | S                       |                        | S        | Sec. 17-4.2(c)(3)c.3 |
| Funeral and Mortuary Services Uses                                | Crematory                                 |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         | P                       | P                      |          |                      |
|                                                                   | Funeral home or mortuary                  |                       |      |       |       |       |    |                         |      |                                                    |      | P    | P   | P   | P   | P                                | P   | P                                  | P  |         |         |                      |         |                         |                        | <u>P</u> |                      |

**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                                    |                       |      |       |       |       |                         |       |      |                                                    |                                  |      |     |     |     |     |                         |                                    |    |         |         |                      |         |    |                        |    |                      |
|-------------------------------------------------------------------|----------------------------------------------------|-----------------------|------|-------|-------|-------|-------------------------|-------|------|----------------------------------------------------|----------------------------------|------|-----|-----|-----|-----|-------------------------|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----|----------------------|
| P = PERMITTED BY RIGHT                                            |                                                    |                       |      |       |       |       | C = ALLOWED CONDITIONAL |       |      |                                                    | S = ALLOWED AS SPECIAL EXCEPTION |      |     |     |     |     | BLANK CELL = PROHIBITED |                                    |    |         |         |                      |         |    |                        |    |                      |
| Principal Use Category                                            | Principal Use Type                                 | Residential Districts |      |       |       |       |                         |       |      | Mixed-Use, Activity Center, and Corridor Districts |                                  |      |     |     |     |     |                         | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |    |                      |
|                                                                   |                                                    | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD                      | RD-MV | RM-1 | RM-2                                               | MU-1                             | MU-2 | NAC | CAC | RAC | O-I | DAC                     | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                   |
| Office Uses                                                       | Business/Professional office                       |                       |      |       |       |       |                         |       |      | P                                                  | P                                | P    | P   | P   | P   | P   | P                       | P                                  | P  | P       | P       | P                    | P       | P  |                        | P  |                      |
|                                                                   | Contractor's office                                |                       |      |       |       |       |                         |       |      |                                                    |                                  |      | P   | P   | P   | P   | P                       | P                                  |    |         |         |                      |         | P  | P                      | P  |                      |
| Personal Services Uses                                            | Bank, retail                                       |                       |      |       |       |       |                         |       |      |                                                    | P                                | P    | P   | P   | P   | P   | P                       | P                                  |    |         |         |                      |         |    |                        | P  |                      |
|                                                                   | Beauty salon or barbershop                         |                       |      |       |       |       |                         |       |      | P                                                  | P                                | P    | P   | P   | P   | P   | P                       | P                                  |    | P       |         |                      |         |    |                        | P  |                      |
|                                                                   | Body piercing or tattoo establishment              |                       |      |       |       |       |                         |       |      |                                                    | C                                | C    | C   | C   |     |     | C                       | C                                  |    |         |         |                      |         | C  | C                      |    | Sec. 17-4.2(c)(3)d.1 |
|                                                                   | Dry cleaning pick-up                               |                       |      |       |       |       |                         |       | C    | C                                                  | C                                | C    | C   | C   |     | C   | C                       | C                                  | S  | C       |         |                      |         | C  | C                      | C  | Sec. 17-4.2(c)(3)d.2 |
|                                                                   | Laundry, coin-operated                             |                       |      |       |       |       |                         |       |      | P                                                  | P                                | P    | P   | P   |     | P   | P                       | P                                  |    | P       |         |                      |         | P  | P                      | P  |                      |
|                                                                   | Nail salon                                         |                       |      |       |       |       |                         |       |      | P                                                  | P                                | P    | P   | P   |     | P   | P                       | P                                  |    | P       |         |                      |         |    |                        | P  |                      |
|                                                                   | Non-depository personal credit institution         |                       |      |       |       |       |                         |       |      |                                                    |                                  |      |     |     | C   |     | C                       | C                                  | C  |         |         |                      |         | C  | C                      |    | Sec. 17-4.2(c)(3)d.3 |
|                                                                   | Repair of personal goods                           |                       |      |       |       |       |                         |       |      |                                                    |                                  | P    | P   | P   | P   |     | P                       | P                                  | P  |         | P       |                      |         | P  |                        | P  |                      |
| Recreation/ Entertainment Uses                                    | Amusement park                                     |                       |      |       |       |       |                         |       |      |                                                    |                                  |      |     |     | P   |     |                         | P                                  |    |         |         |                      |         | P  |                        |    |                      |
|                                                                   | Arena, stadium, or outdoor theater                 |                       |      |       |       |       |                         |       |      |                                                    |                                  |      |     |     | P   |     | P                       | P                                  | P  | P       | P       |                      |         | P  |                        |    |                      |
|                                                                   | Banquet hall                                       |                       |      |       |       |       |                         |       |      |                                                    |                                  | P    | P   | P   |     | P   | P                       | P                                  |    | P       |         |                      |         |    |                        | P  |                      |
|                                                                   | Performing arts center                             |                       |      |       |       |       |                         |       |      |                                                    |                                  | P    | P   | P   | S   | P   | P                       | P                                  | P  | P       | P       |                      |         |    |                        |    |                      |
|                                                                   | Recreation facility, indoor, not elsewhere listed  |                       |      |       |       |       |                         |       |      |                                                    | C                                | C    | C   | C   |     | C   | C                       | C                                  |    | S       | C       |                      |         | C  |                        | P  | Sec. 17-4.2(c)(3)d.4 |
|                                                                   | Recreation facility, outdoor, not elsewhere listed |                       |      |       |       |       |                         |       |      | P                                                  | P                                | S    | P   | P   |     | P   | P                       | P                                  |    | S       | P       |                      |         |    |                        | S  |                      |
|                                                                   | Sexually-oriented business                         |                       |      |       |       |       |                         |       |      |                                                    |                                  |      |     |     |     |     |                         |                                    |    |         |         |                      |         | S  | S                      |    | Sec. 17-4.2(c)(3)d.5 |



**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                           |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |     |                                    |                         |         |         |                      |         |    |                        |    |                                               |
|-------------------------------------------------------------------|-------------------------------------------|-----------------------|------|-------|-------|-------|-------------------------|-------|------|----------------------------------------------------|------|----------------------------------|-----|-----|-----|-----|-----|------------------------------------|-------------------------|---------|---------|----------------------|---------|----|------------------------|----|-----------------------------------------------|
| P = PERMITTED BY RIGHT                                            |                                           |                       |      |       |       |       | C = ALLOWED CONDITIONAL |       |      |                                                    |      | S = ALLOWED AS SPECIAL EXCEPTION |     |     |     |     |     |                                    | BLANK CELL = PROHIBITED |         |         |                      |         |    |                        |    |                                               |
| Principal Use Category                                            | Principal Use Type                        | Residential Districts |      |       |       |       |                         |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |                                  |     |     |     |     |     | Institutional and Campus Districts |                         |         |         | Industrial Districts |         |    | Use-Specific Standards |    |                                               |
|                                                                   |                                           | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD                      | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2                             | NAC | CAC | RAC | O-I | DAC | GC                                 | MC                      | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                                            |
| Retail Sales Uses                                                 | Building supplies and equipment store     |                       |      |       |       |       |                         |       |      |                                                    |      | C/S                              |     | P   |     |     | S   | S                                  |                         |         |         |                      |         | P  |                        | P  | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Consumer goods store                      |                       |      |       |       |       |                         |       |      | P                                                  | P    | C/S                              | P   | P   |     | C   | P   | C                                  | P                       | P       | P       |                      |         | P  |                        | P  | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Convenience store                         |                       |      |       |       |       |                         |       |      |                                                    |      |                                  | S   | S   | S   |     | S   | S                                  | S                       |         | S       |                      |         | S  |                        | S  | Sec. 17-4.2(c)(3)e.1;<br>Sec. 17-4.2(c)(3)e.2 |
|                                                                   | Farmers' market                           | P                     | P    |       |       |       |                         |       |      | P                                                  | P    | C/S                              | P   | P   | P   | C   | P   | C                                  | P                       | P       | P       | P                    | P       | P  |                        | P  | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Fuel sales (bulk)                         |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     | S   |                                    |                         |         |         |                      |         | P  | P                      |    | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Grocery store or food market              |                       |      |       |       |       |                         |       | S    | S                                                  | P    | P                                | C   | P   | P   |     | P   | C                                  | P                       |         | P       |                      |         |    |                        | P  | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Liquor store                              |                       |      |       |       |       |                         |       |      |                                                    |      |                                  | S   | S   | S   |     | S   | S                                  | S                       |         |         |                      |         | S  |                        | S  | Sec. 17-4.2(c)(3)e.1                          |
|                                                                   | Pawn shop                                 |                       |      |       |       |       |                         |       |      |                                                    |      |                                  | S   | S   | S   |     | S   | S                                  | S                       |         |         |                      |         |    |                        |    | Sec. 17-4.2(c)(3)e.1                          |
| Vehicle Sales and Services Uses                                   | Commercial fuel depot                     |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |     |                                    |                         |         |         | P                    | P       | P  |                        |    |                                               |
|                                                                   | Commercial vehicle repair and maintenance |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |     |                                    | P                       |         |         | P                    | P       | P  |                        |    |                                               |
|                                                                   | Commercial vehicle sales and rentals      |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     |     |     |     |     | C                                  |                         |         |         |                      |         | C  |                        |    | Sec. 17-4.2(c)(3)f.1                          |
|                                                                   | Gasoline sales and service station        |                       |      |       |       |       |                         |       |      |                                                    |      |                                  | C   | C   | C   |     | C   | C                                  | C                       |         |         |                      |         | C  | C                      | C  | Sec. 17-4.2(c)(3)f.2                          |
|                                                                   | Personal vehicle repair and maintenance   |                       |      |       |       |       |                         |       |      |                                                    |      |                                  |     | C   | C   |     | S   | C                                  |                         |         |         |                      |         | C  | C                      | C  | Sec. 17-4.2(c)(3)f.3                          |

## Article 4: Use Regulations

## Sec. 17-4.2. Principal Uses

## (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS |                                                     |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    |                        |    |                      |
|-------------------------------------------------------------------|-----------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------------------------|------|----------------------------------------------------|------|----------------------------------|-----|-----|-----|-----|-----|------------------------------------|----|-------------------------|---------|----------------------|---------|----|------------------------|----|----------------------|
| P = PERMITTED BY RIGHT                                            |                                                     |                       |      |       |       |       |    | C = ALLOWED CONDITIONAL |      |                                                    |      | S = ALLOWED AS SPECIAL EXCEPTION |     |     |     |     |     |                                    |    | BLANK CELL = PROHIBITED |         |                      |         |    |                        |    |                      |
| Principal Use Category                                            | Principal Use Type                                  | Residential Districts |      |       |       |       |    |                         |      | Mixed-Use, Activity Center, and Corridor Districts |      |                                  |     |     |     |     |     | Institutional and Campus Districts |    |                         |         | Industrial Districts |         |    | Use-Specific Standards |    |                      |
|                                                                   |                                                     | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV                   | RM-1 | RM-2                                               | MU-1 | MU-2                             | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN                 | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                   |
|                                                                   | Personal vehicle sales and rentals                  |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     | C   |     | C   | C                                  | C  |                         |         |                      |         | C  |                        | C  | Sec. 17-4.2(c)(3)f.1 |
|                                                                   | Vehicle equipment supplies sales and rentals        |                       |      |       |       |       |    |                         |      |                                                    |      |                                  | P   | P   | P   |     | P   | P                                  | P  |                         |         |                      |         | P  |                        |    |                      |
|                                                                   | Vehicle paint and finishing shop                    |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         | P  | P                      | P  |                      |
|                                                                   | Vehicle towing and wrecker service                  |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         | C  | C                      |    | Sec. 17-4.2(c)(3)f.5 |
| Visitor Accommodations Uses                                       | Bed and breakfast                                   |                       |      |       |       |       |    |                         |      |                                                    | C    | C                                |     |     |     | C   | C   | C                                  | C  |                         |         |                      |         |    |                        |    | Sec. 17-4.2(c)(3)g.1 |
|                                                                   | Campground                                          | S                     | S    |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    |                        |    |                      |
|                                                                   | Hotel or motel                                      |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     | P   | P   | P   | P   | P                                  | P  |                         |         |                      |         |    |                        | P  |                      |
| AGRICULTURAL USES                                                 |                                                     |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    |                        |    |                      |
| Agriculture and Forestry Uses                                     | Agriculture and forestry uses, not elsewhere listed | P                     | P    |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         | P  | P                      | P  |                      |
|                                                                   | Community garden                                    | C                     | C    | C     | C     | C     | C  | C                       | C    | C                                                  | C    | C                                | C   | C   | C   | S   | C   | S                                  | C  | C                       | C       | C                    | C       | C  |                        | C  | Sec. 17-4.2(c)(4)a.1 |
|                                                                   | Crop production and processing                      | P                     | P    | S     | S     | S     | S  | S                       | S    | S                                                  | P    | P                                | P   | P   | P   | P   | P   | P                                  | P  | P                       | P       | P                    | P       | P  | P                      | P  |                      |
|                                                                   | Forestry                                            | P                     | P    |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    |                        |    |                      |
| INDUSTRIAL USES                                                   |                                                     |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    |                        |    |                      |
| Freight Movement, Warehousing, and Wholesale Uses                 | Contractor's yard                                   |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         | P  | P                      |    |                      |
|                                                                   | Motor freight facility                              |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         | P  | P                      |    |                      |
|                                                                   | Petroleum bulk station or terminal                  |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     |                                    |    |                         |         |                      |         |    | P                      |    |                      |
|                                                                   | Warehouse distribution and storage                  |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     | S                                  |    |                         |         |                      |         | P  | P                      | P  |                      |
|                                                                   | Wholesale sales, not elsewhere listed               |                       |      |       |       |       |    |                         |      |                                                    |      |                                  |     |     |     |     |     | S                                  |    |                         |         |                      |         | P  | P                      | P  |                      |

**Article 4: Use Regulations**  
 Sec. 17-4.2. Principal Uses  
 (b) Principal Use Table

| TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS                                                                                                                                                                                                      |                                                 |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         |                        |    |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------------------------|------|----------------------------------------------------|------|------|-----|-----|-----|----------------------------------|-----|------------------------------------|----|---------|---------|----------------------|---------|-------------------------|------------------------|----|----------------------|
| P = PERMITTED BY RIGHT                                                                                                                                                                                                                                                 |                                                 |                       |      |       |       |       |    | C = ALLOWED CONDITIONAL |      |                                                    |      |      |     |     |     | S = ALLOWED AS SPECIAL EXCEPTION |     |                                    |    |         |         |                      |         | BLANK CELL = PROHIBITED |                        |    |                      |
| Principal Use Category                                                                                                                                                                                                                                                 | Principal Use Type                              | Residential Districts |      |       |       |       |    |                         |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |                                  |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |                         | Use-Specific Standards |    |                      |
|                                                                                                                                                                                                                                                                        |                                                 | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV                   | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I                              | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI                      |                        | HI | EC                   |
| Manufacturing uses                                                                                                                                                                                                                                                     | Manufacturing, assembly, or fabrication, light  |                       |      |       |       |       |    |                         |      | P                                                  | P    | P    | P   | P   | P   | P                                | P   | P                                  | P  | P       | P       | P                    | P       | P                       | P                      | P  | Sec. 17-4.2(c)(5)a.1 |
|                                                                                                                                                                                                                                                                        | Manufacturing, assembly, or fabrication, medium |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     | C/S                                |    |         |         |                      |         | P                       | P                      | P  | Sec. 17-4.2(c)(5)a.1 |
|                                                                                                                                                                                                                                                                        | Manufacturing, assembly, or fabrication, heavy  |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         | P                      |    |                      |
| Resource Extraction Uses                                                                                                                                                                                                                                               | Mining                                          |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         | S                      |    |                      |
| Waste-Related Uses                                                                                                                                                                                                                                                     | Composting facility                             |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         | S                       | P                      |    |                      |
|                                                                                                                                                                                                                                                                        | Junk, salvage, scrap, or wrecking yard          |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         | S                       | S                      |    |                      |
|                                                                                                                                                                                                                                                                        | Recycling center                                |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         | S                       | S                      |    | Sec. 17-4.2(c)(5)a.1 |
|                                                                                                                                                                                                                                                                        | Refuse processing facility                      |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         | S                       | C                      |    | Sec. 17-4.2(c)(5)b.2 |
|                                                                                                                                                                                                                                                                        | Refuse disposal                                 |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         | P                      |    |                      |
| NOTES:                                                                                                                                                                                                                                                                 |                                                 |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         |                        |    |                      |
| [1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)). |                                                 |                       |      |       |       |       |    |                         |      |                                                    |      |      |     |     |     |                                  |     |                                    |    |         |         |                      |         |                         |                        |    |                      |

**ORDINANCE NO.: 2023-113**

*Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4), Principal Use Table for Base Zoning Districts is amended to read as follows:

**Article 4: Use Regulations****Sec. 17-4.2. Principal Uses****(b) Principal Use Table****(4) Principal Use Table for Base Zoning Districts**

LEGAL DEPARTMENT DRAFT

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

C = ALLOWED CONDITIONAL

S = ALLOWED AS SPECIAL EXCEPTION

BLANK CELL = PROHIBITED

| Principal Use Category | Principal Use Type                          | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |     |         |         | Industrial Districts |         |    | Use-Specific Standards |    |                      |
|------------------------|---------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|-----|---------|---------|----------------------|---------|----|------------------------|----|----------------------|
|                        |                                             | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC  | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                   |
| RESIDENTIAL USES       |                                             |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |     |         |         |                      |         |    |                        |    |                      |
| Household Living Uses  | Cottage neighborhood development            |                       |      |       | P     | P     | P  | P     | P    | P                                                  | P    |      |     |     |     |     |     |                                    |     |         |         |                      |         |    |                        |    | Sec. 17-4.2(c)(1)a.1 |
|                        | Dwelling, live-work                         |                       |      |       |       |       |    |       | C    | C                                                  | C    | C    | C   | C   | C   | C   |     | C                                  |     |         |         |                      |         |    |                        | P  | Sec. 17-4.2(c)(1)a.2 |
|                        | Dwelling, mixed-use                         |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | S   | P   | S                                  | P   |         |         |                      |         |    |                        | P  |                      |
|                        | Dwelling, multifamily                       |                       |      |       |       |       |    |       | P    | P                                                  | P    | P    | P   | P   | P   | S   | P   | S                                  | P   |         |         |                      |         |    |                        | P  |                      |
|                        | Dwelling, single-family detached            | P                     | P    | P     | P     | P     | P  | P     | P    | P                                                  | P    | P    | P   |     |     | P   |     | S                                  |     |         |         |                      |         |    |                        |    |                      |
|                        | Dwelling, townhouse                         |                       |      |       |       |       |    |       | P    | P                                                  | P    | P    | P   |     |     | S   | P   |                                    | P   |         |         |                      |         |    |                        | P  |                      |
|                        | Dwelling, two-family                        |                       |      |       |       |       | P  | P     | P    | P                                                  | P    | P    |     |     |     | P   |     | S                                  | P   |         |         |                      |         |    |                        |    |                      |
|                        | Mobile home park                            |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |     |         |         |                      |         |    |                        |    |                      |
| Group Living Uses      | Continuing care retirement community (CCRC) |                       |      |       |       |       |    |       |      |                                                    | S    | S    |     | C   | C   |     | C   | C                                  |     |         |         |                      |         |    |                        | C  | Sec. 17-4.2(c)(1)b.1 |
|                        | Dormitory, private                          |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     | C/S |                                    | C/S |         | C/S     |                      |         |    |                        |    | Sec. 17-4.2(c)(1)b.2 |
|                        | Dormitory, public                           |                       |      |       |       |       |    |       |      |                                                    |      |      |     | P   | P   | S   | P   |                                    | P   | S       | P       |                      |         |    |                        |    |                      |



TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

C = ALLOWED CONDITIONAL

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BLANK CELL = PROHIBITED

| Principal Use Category                | Principal Use Type                               | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |    |                      |
|---------------------------------------|--------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----|----------------------|
|                                       |                                                  | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                   |
|                                       |                                                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
|                                       | Fraternity or sorority house                     |                       |      |       |       |       |    |       |      | S                                                  | S    |      | S   |     |     | S   |     | S                                  |    |         | S       |                      |         |    |                        |    |                      |
|                                       | Residential care facility                        |                       |      |       |       |       |    |       |      | S                                                  | S    | S    | S   | S   | S   | S   | S   | S                                  |    |         |         |                      |         |    |                        | S  | Sec. 17-4.2(c)(1)b.3 |
|                                       | Rooming house or boardinghouse                   |                       |      |       |       |       |    |       |      |                                                    | S    |      | S   |     | S   | S   |     |                                    |    | S       |         |                      |         |    |                        |    | S                    |
| PUBLIC, CIVIC, AND INSTITUTIONAL USES |                                                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
| Communication Uses                    | Broadcasting studio                              |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   |     | P   | P   | P                                  |    | P       |         |                      | P       | P  | P                      |    |                      |
|                                       | Newspaper or periodical publishing establishment |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   |     | P   | P   | P                                  |    | P       |         |                      | P       | P  | P                      |    |                      |
|                                       | Wireless communication facility[1]               |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    | Sec. 17-4.2(c)(2)a.1 |
| Community Service Uses                | Community recreation center                      |                       |      | P     | P     | P     | P  | P     | P    | P                                                  | P    | P    | P   | P   | P   | P   | S   | P                                  |    | P       |         |                      |         |    |                        | P  |                      |
|                                       | Correctional facility                            |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      | S       | S  |                        |    |                      |
|                                       | Cultural facility                                |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | S    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      |         | S  |                        | P  |                      |
|                                       | Day care facility                                |                       | S    | S     | S     | S     | S  | S     | C    | C                                                  | C    | C    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       |                      |         |    |                        | P  | (c)(2)b.1            |
|                                       | Government office                                |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      | P       | P  | P                      |    |                      |
|                                       | Library                                          |                       |      | P     | P     | P     | P  | P     | P    | P                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       |         |                      |         | P  | P                      |    |                      |
|                                       | Membership organization facility                 |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   | P   | P   | P   | P                                  | S  | P       |         |                      | P       | P  |                        |    |                      |
|                                       | Place of worship                                 |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | C    | S    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       |                      |         | C  |                        | C  | Sec. 17-4.2(c)(2)b.2 |
|                                       | Public safety facility                           |                       | P    | P     | P     | P     | P  | P     | P    | P                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P  |                      |
|                                       | Social services facility                         |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       |         |                      |         | P  | P                      |    |                      |

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

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| Principal Use Category | Principal Use Type                           | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |                      |                      |
|------------------------|----------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----------------------|----------------------|
|                        |                                              | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI                   | EC                   |
|                        | Zoo                                          |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         | P       |                      |         |    |                        |                      |                      |
| Education Uses         | College or university                        |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      |         |    | P                      |                      |                      |
|                        | Elementary, middle, or high school           |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | S    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      |         |    | P                      |                      |                      |
|                        | School, business or trade                    |                       |      |       |       |       |    |       |      |                                                    | S    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      | P       |    | P                      |                      |                      |
| Health Care Uses       | Hospital                                     |                       |      |       |       |       |    |       |      |                                                    |      | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      |         |    | <u>P</u>               |                      |                      |
|                        | Laboratory, medical or dental                |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      | P       |    | P                      |                      |                      |
|                        | Medical or dental clinic/office              |                       |      |       |       |       |    |       |      | P                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      | P       |    | P                      |                      |                      |
|                        | Nursing care facility                        |                       |      |       |       |       |    |       |      | P                                                  | S    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       |                      |         |    | <u>P</u>               |                      |                      |
| Parks and Open Space   | Arboretum or botanical garden                |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | S    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       |    |                        |                      |                      |
|                        | Cemetery                                     |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | S    | P    | P   | P   | P   | P   | P   |                                    | P  |         |         |                      | P       |    |                        |                      |                      |
|                        | Park or greenway                             | C                     | C    | C     | C     | C     | C  | C     | C    | C                                                  | C    | C    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)c   |
| Transportation Uses    | Airport                                      |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         | P                    | P       | P  |                        |                      |                      |
|                        | Park and ride                                |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      |                      |                      |
|                        | Parking lot                                  |                       |      |       |       |       |    |       |      | C                                                  | C    | C    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)d.1 |
|                        | Parking structure                            |                       |      |       |       |       |    |       |      |                                                    | S    | C    | C   | C   | S   | C   | S   | C                                  | C  | C       | C       | C                    | C       | C  | C                      | C                    | Sec. 17-4.2(c)(2)d.2 |
|                        | Passenger terminal, surface transportation   |                       |      |       |       |       |    |       |      |                                                    |      | S    | P   | P   | S   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P                    |                      |
|                        | Railroad facility                            |                       |      |       |       |       |    |       |      |                                                    |      | S    |     | S   |     | P   |     |                                    |    |         |         | P                    |         | P  |                        |                      |                      |
| Utility Uses           | Solar energy conversion system (large scale) |                       | C    |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    | C  | C       | C       | C                    | C       | C  |                        | Sec. 17-4.2(c)(2)e.1 |                      |
|                        | Utility facility, major                      |                       | S    | S     | S     | S     | S  | S     | S    | S                                                  | S    | S    | S   | S   | S   | S   | S   | S                                  | P  | P       | P       | P                    | P       | P  | S                      |                      |                      |



TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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| Principal Use Category                 | Principal Use Type                        | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |          |                      |
|----------------------------------------|-------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----------|----------------------|
|                                        |                                           | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI       | EC                   |
|                                        | Utility facility, minor                   |                       | P    | P     | P     | P     | P  | P     | P    | P                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P        |                      |
| COMMERCIAL USES                        |                                           |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |          |                      |
| Animal Care Uses                       | Animal shelter                            |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | S   |     |     | S                                  |    |         |         |                      |         | P  | P                      | <u>P</u> |                      |
|                                        | Kennel                                    |                       |      |       |       |       |    |       |      |                                                    |      |      |     | C   | C   | C   | C   | C                                  | C  |         |         |                      |         | C  | C                      | C        | Sec. 17-4.2(c)(3)a.1 |
|                                        | Veterinary hospital or clinic             |                       |      |       |       |       |    |       |      |                                                    |      | C    | C   | C   | C   | C   | C   | C                                  | C  |         |         |                      |         | C  | C                      | C        | Sec. 17-4.2(c)(3)a.2 |
| Commercial Services Uses               | Equipment rental                          |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | C   |     |     | P                                  | C  |         | C       |                      |         | P  | P                      |          | Sec. 17-4.2(c)(3)b.1 |
|                                        | Laboratory, testing or research           |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | P   |     | P   | P                                  | P  |         | P       |                      |         | P  | P                      | P        |                      |
|                                        | Lawn, tree, or pest control services      |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     | P                                  |    |         | P       |                      |         | P  | P                      |          |                      |
|                                        | Linen or uniform supply                   |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | P   |     |     | P                                  |    |         | P       |                      |         | P  | P                      | <u>P</u> |                      |
|                                        | Self-service storage                      |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | C   | C   |     | C                                  | C  | C       |         |                      |         | C  | C                      | <u>C</u> | Sec. 17-4.2(c)(3)b.2 |
|                                        | Sign fabricating establishment            |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         | P       |                      |         | P  | P                      | <u>P</u> |                      |
| Eating and Drinking Establishment Uses | Eating establishment only                 |                       |      |       |       |       |    |       |      |                                                    | C    | C    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       | C                    |         | C  |                        | C        | Sec. 17-4.2(c)(3)c.1 |
|                                        | Eating and drinking establishment, Type 1 |                       |      |       |       |       |    |       |      |                                                    | C    | C    | C   | C   | C   | C   | C   | C                                  | C  | C       | C       | C                    |         | C  |                        | C        | Sec. 17-4.2(c)(3)c.2 |
|                                        | Eating and drinking establishment, Type 2 |                       |      |       |       |       |    |       |      |                                                    | S    | S    | S   | S   | S   | S   | S   | S                                  | S  | S       | S       | S                    |         | S  |                        | S        | Sec. 17-4.2(c)(3)c.3 |
| Funeral and Mortuary Services Uses     | Crematory                                 |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  | P                      |          |                      |
|                                        | Funeral home or mortuary                  |                       |      |       |       |       |    |       |      |                                                    |      | P    | P   | P   | P   | P   | P   | P                                  | P  |         |         |                      |         |    |                        | <u>P</u> |                      |

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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| Principal Use Category        | Principal Use Type                                 | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |                      |                      |
|-------------------------------|----------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----------------------|----------------------|
|                               |                                                    | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI                   | EC                   |
| Office Uses                   | Business/Professional office                       |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      |                      |                      |
|                               | Contractor's office                                |                       |      |       |       |       |    |       |      |                                                    |      |      |     | P   | P   | P   | P   | P                                  | P  |         |         |                      |         |    | P                      | P                    | P                    |
| Personal Services Uses        | Bank, retail                                       |                       |      |       |       |       |    |       |      |                                                    |      | P    | P   | P   | P   | P   | P   | P                                  | P  |         |         |                      |         |    |                        | <u>P</u>             |                      |
|                               | Beauty salon or barbershop                         |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   | P   | P   | P                                  | P  |         | P       |                      |         |    |                        | P                    |                      |
|                               | Body piercing or tattoo establishment              |                       |      |       |       |       |    |       |      |                                                    |      | C    | C   | C   | C   |     |     | C                                  | C  |         |         |                      |         | C  | <u>C</u>               |                      | Sec. 17-4.2(c)(3)d.1 |
|                               | Dry cleaning pick-up                               |                       |      |       |       |       |    |       | C    | C                                                  | C    | C    | C   | C   | C   |     | C   | C                                  | C  | S       | C       |                      |         | C  | C                      | C                    | Sec. 17-4.2(c)(3)d.2 |
|                               | Laundry, coin-operated                             |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   |     | P   | P                                  | P  |         | P       |                      |         | P  | P                      | <u>P</u>             |                      |
|                               | Nail salon                                         |                       |      |       |       |       |    |       |      |                                                    | P    | P    | P   | P   | P   |     | P   | P                                  | P  |         | P       |                      |         |    |                        | P                    |                      |
|                               | Non-depository personal credit institution         |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | C   |     | C   | C                                  | C  |         |         |                      |         | C  | C                      |                      | Sec. 17-4.2(c)(3)d.3 |
|                               | Repair of personal goods                           |                       |      |       |       |       |    |       |      |                                                    |      | P    | P   | P   | P   |     | P   | P                                  | P  |         | P       |                      |         | P  |                        | P                    |                      |
| Recreation/Entertainment Uses | Amusement park                                     |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | P   |     |     | P                                  |    |         |         |                      |         | P  |                        |                      |                      |
|                               | Arena, stadium, or outdoor theater                 |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | P   |     | P   | P                                  | P  | P       | P       |                      |         | P  |                        |                      |                      |
|                               | Banquet hall                                       |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   | P   |     | P   | P                                  | P  |         | P       |                      |         |    |                        | P                    |                      |
|                               | Performing arts center                             |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   | P   | S   | P   | P                                  | P  | P       | P       | P                    |         |    |                        |                      |                      |
|                               | Recreation facility, indoor, not elsewhere listed  |                       |      |       |       |       |    |       |      |                                                    |      | C    | C   | C   | C   |     | C   | C                                  | C  |         | S       | C                    |         | C  | <u>P</u><br><u>S</u>   |                      | Sec. 17-4.2(c)(3)d.4 |
|                               | Recreation facility, outdoor, not elsewhere listed |                       |      |       |       |       |    |       |      |                                                    | P    | P    | S   | P   | P   |     | P   | P                                  | P  |         | S       | P                    |         |    |                        | <u>S</u><br><u>P</u> |                      |
|                               | Sexually-oriented business                         |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | S  | S                      |                      | Sec. 17-4.2(c)(3)d.5 |



TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

C = ALLOWED CONDITIONAL

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BLANK CELL = PROHIBITED

| Principal Use Category          | Principal Use Type                        | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |                                            |                      |
|---------------------------------|-------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|--------------------------------------------|----------------------|
|                                 |                                           | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI                                         | EC                   |
| Retail Sales Uses               | Building supplies and equipment store     |                       |      |       |       |       |    |       |      |                                                    |      | C/S  |     | P   |     |     | S   | S                                  |    |         |         |                      |         | P  |                        | P                                          | Sec. 17-4.2(c)(3)e.1 |
|                                 | Consumer goods store                      |                       |      |       |       |       |    |       |      | P                                                  | P    | C/S  | P   | P   |     | C   | P   | C                                  | P  | P       | P       |                      | P       |    | P                      | Sec. 17-4.2(c)(3)e.1                       |                      |
|                                 | Convenience store                         |                       |      |       |       |       |    |       |      |                                                    |      | S    | S   | S   |     | S   | S   | S                                  |    | S       |         |                      | S       |    | S                      | Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2 |                      |
|                                 | Farmers' market                           | P                     | P    |       |       |       |    |       |      | P                                                  | P    | C/S  | P   | P   | P   | C   | P   | C                                  | P  | P       | P       | P                    | P       | P  |                        | P                                          | Sec. 17-4.2(c)(3)e.1 |
|                                 | Fuel sales (bulk)                         |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     | S   |                                    |    |         |         |                      | P       | P  |                        | Sec. 17-4.2(c)(3)e.1                       |                      |
|                                 | Grocery store or food market              |                       |      |       |       |       |    | S     | S    | P                                                  | P    | C    | P   | P   |     | P   | C   | P                                  |    | P       |         |                      |         |    | P                      | Sec. 17-4.2(c)(3)e.1                       |                      |
|                                 | Liquor store                              |                       |      |       |       |       |    |       |      |                                                    |      | S    | S   | S   |     | S   | S   | S                                  |    |         |         |                      | S       |    | S                      | Sec. 17-4.2(c)(3)e.1                       |                      |
|                                 | Pawn shop                                 |                       |      |       |       |       |    |       |      |                                                    |      | S    | S   | S   |     | S   | S   | S                                  |    |         |         |                      |         |    |                        | Sec. 17-4.2(c)(3)e.1                       |                      |
| Vehicle Sales and Services Uses | Commercial fuel depot                     |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         | P                    | P       | P  |                        |                                            |                      |
|                                 | Commercial vehicle repair and maintenance |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    | P  |         |         | P                    | P       | P  |                        |                                            |                      |
|                                 | Commercial vehicle sales and rentals      |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     | C   |                                    |    |         |         |                      | C       |    |                        | Sec. 17-4.2(c)(3)f.1                       |                      |
|                                 | Gasoline sales and service station        |                       |      |       |       |       |    |       |      |                                                    |      | C    | C   | C   |     | C   | C   | C                                  |    |         |         |                      | C       | C  | C                      | Sec. 17-4.2(c)(3)f.2                       |                      |
|                                 | Personal vehicle repair and maintenance   |                       |      |       |       |       |    |       |      |                                                    |      |      | C   | C   |     | S   | C   |                                    |    |         |         |                      | C       | C  | C                      | Sec. 17-4.2(c)(3)f.3                       |                      |



TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

P = PERMITTED BY RIGHT

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BLANK CELL = PROHIBITED

| Principal Use Category                            | Principal Use Type                                  | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |    |                      |
|---------------------------------------------------|-----------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----|----------------------|
|                                                   |                                                     | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI | EC                   |
|                                                   | Personal vehicle sales and rentals                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     | C   |     | C   | C                                  | C  |         |         |                      |         | C  |                        | C  | Sec. 17-4.2(c)(3)f.1 |
|                                                   | Vehicle equipment supplies sales and rentals        |                       |      |       |       |       |    |       |      |                                                    |      |      | P   | P   | P   |     | P   | P                                  | P  |         |         |                      |         | P  |                        |    |                      |
|                                                   | Vehicle paint and finishing shop                    |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  | P                      | P  |                      |
|                                                   | Vehicle towing and wrecker service                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | C  | C                      |    | Sec. 17-4.2(c)(3)f.5 |
| Visitor Accommodations Uses                       | Bed and breakfast                                   |                       |      |       |       |       |    |       |      | C                                                  | C    |      |     |     | C   | C   | C   | C                                  |    |         |         |                      |         |    |                        |    | Sec. 17-4.2(c)(3)g.1 |
|                                                   | Campground                                          | S                     | S    |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
|                                                   | Hotel or motel                                      |                       |      |       |       |       |    |       |      |                                                    |      |      |     | P   | P   | P   | P   | P                                  | P  |         |         |                      |         |    |                        | P  |                      |
| AGRICULTURAL USES                                 |                                                     |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
| Agriculture and Forestry Uses                     | Agriculture and forestry uses, not elsewhere listed | P                     | P    |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  | P                      | P  | Sec. 17-4.2(c)(4)a.1 |
|                                                   | Community garden                                    | C                     | C    | C     | C     | C     | C  | C     | C    | C                                                  | C    | C    | C   | C   | S   | C   | S   | C                                  | C  | C       | C       | C                    | C       |    |                        | C  |                      |
|                                                   | Crop production and processing                      | P                     | P    | S     | S     | S     | S  | S     | S    | S                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P  |                      |
|                                                   | Forestry                                            | P                     | P    |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
| INDUSTRIAL USES                                   |                                                     |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    |                        |    |                      |
| Freight Movement, Warehousing, and Wholesale Uses | Contractor's yard                                   |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  | P                      |    |                      |
|                                                   | Motor freight facility                              |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  | P                      |    |                      |
|                                                   | Petroleum bulk station or terminal                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         |    | P                      |    |                      |
|                                                   | Warehouse distribution and storage                  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     | S                                  |    |         |         |                      |         | P  | P                      | P  |                      |
|                                                   | Wholesale sales, not elsewhere listed               |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     | S                                  |    |         |         |                      |         | P  | P                      | P  |                      |

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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| Principal Use Category   | Principal Use Type                              | Residential Districts |      |       |       |       |    |       |      | Mixed-Use, Activity Center, and Corridor Districts |      |      |     |     |     |     |     | Institutional and Campus Districts |    |         |         | Industrial Districts |         |    | Use-Specific Standards |                      |                      |
|--------------------------|-------------------------------------------------|-----------------------|------|-------|-------|-------|----|-------|------|----------------------------------------------------|------|------|-----|-----|-----|-----|-----|------------------------------------|----|---------|---------|----------------------|---------|----|------------------------|----------------------|----------------------|
|                          |                                                 | T/C                   | LL-R | RSF-1 | RSF-2 | RSF-3 | RD | RD-MV | RM-1 | RM-2                                               | MU-1 | MU-2 | NAC | CAC | RAC | O-I | DAC | GC                                 | MC | INS-GEN | INS-U/M | INS-ZOO              | INS-T/U | LI |                        | HI                   | EC                   |
| Manufacturing uses       | Manufacturing, assembly, or fabrication, light  |                       |      |       |       |       |    |       |      | P                                                  | P    | P    | P   | P   | P   | P   | P   | P                                  | P  | P       | P       | P                    | P       | P  | P                      | P                    | Sec. 17-4.2(c)(5)a.1 |
|                          | Manufacturing, assembly, or fabrication, medium |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     | C/S                                |    |         |         |                      | P       | P  | P                      | Sec. 17-4.2(c)(5)a.1 |                      |
|                          | Manufacturing, assembly, or fabrication, heavy  |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  |                        |                      |                      |
| Resource Extraction Uses | Mining                                          |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | S  |                        |                      |                      |
| Waste-Related Uses       | Composting facility                             |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      | S       | P  |                        |                      |                      |
|                          | Junk, salvage, scrap, or wrecking yard          |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      | S       | S  |                        |                      |                      |
|                          | Recycling center                                |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      | S       | S  |                        | Sec. 17-4.2(c)(5)a.1 |                      |
|                          | Refuse processing facility                      |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      | S       | C  |                        | Sec. 17-4.2(c)(5)b.2 |                      |
|                          | Refuse disposal                                 |                       |      |       |       |       |    |       |      |                                                    |      |      |     |     |     |     |     |                                    |    |         |         |                      |         | P  |                        |                      |                      |

## NOTES:

[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).

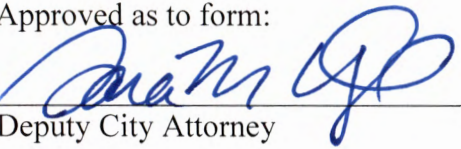
Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation (City Council Members Only)

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**PURPOSE:**  
First reading approval was given on September 19, 2023.

**ATTACHMENTS:**

- **#a:** 2023-116 amend Ch 2 Sec. 2-31 (PDF)

**HISTORY:**

09/19/23

Columbia City Council

APPROVED ON FIRST READING.



**ORDINANCE NO.: 2023-116**

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation is amended to read as follows:

**ARTICLE II. MAYOR, COUNCIL, AND CITY MANAGER****DIVISION 1. GENERALLY****Sec. 2-31. Compensation.**

(a) The council shall determine the annual salary of the mayor and council members by ordinance; provided, that an ordinance establishing or increasing such salaries shall not become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it will become effective for all members whether or not they were elected in such election. The salary of the mayor shall be \$75,000.00 annually under the council-manager form of government effective July 1, 2014. Effective July 1, 2006 ~~January 1, 2024~~, the salaries of the members of city council shall be ~~\$13,350.00~~ 20,350.00 annually.

(b) The council members shall also be reimbursed for their actual expenses incurred in the performance of their official duties upon submission of signed expense reimbursement forms as provided by the city finance department, subject to the availability of funds budgeted for council expense.

Requested by:

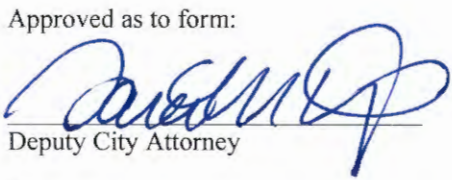
Councilman Howard Duvall

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT





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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Ordinance No.: 2023-117 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article III, Water Service, Sec. 23-65, Right of city to shut off water in mains, Article V, Water and Sewer Rates, Sec. 23-145, Installation of water meters and cross connection control devices and Sec. 23-148, Sewer tapping fees

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** Council Memo Ordinance 2023-117 (PDF)
- **#b:** 2023-117 - amending Chapter 23.doc(PDF)



We Are Columbia

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

**FROM:** Mr. Clint Shealy, Assistant City Manager, Columbia Water

**DATE:** October 3, 2023

**Subject:** Recommendation for Approval  
Ordinance No.: 2023-117  
Amending Code of Ordinances, Chapter 23

The following are recommended revisions, with accompanying explanations, to **Utilities and Engineering - Article III. Water Service, and Article V. Water and Sewer Rates, 1998 Code of Ordinances:**

**Section 23-65 - Temporary service for building or construction purposes.**

This proposed revision will change the current practice of installing a temporary fire hydrant meter for use during construction to the standard installation of an appropriately sized meter for the project for construction purposes with water service charges during construction being at the irrigation rate. After construction, the builder will terminate service and the new property owner will be required to establish service from the installed meter, at which time normal water and sewer rates will apply.

**Section 23-145 - Installation of water meters and cross connection control devices. (a) Water meters.**

This proposed revision will remove the costs of water meter installation for 4", 6", 8" and 10" meters since the cost for the installation of these meters is defined in another section of City ordinance, Section 23-147 (b), which states "Charges for water meters serving fire protection sprinkler systems shall be the city's cost of the meter times 1.15". The revised ordinance will reflect the practice that has been in place for over a decade.

**Section 23-145 - Installation of water meters and cross connection control devices (b) Cross connection control devices.**

This proposed revision clarifies Council's existing position regarding the property owner's responsibilities associated with the ownership and maintenance of backflow prevention devices and appurtenances. The box or pit that houses a property owner's backflow prevention device is their responsibility to own and maintain, and this revision clarifies that fact.

**Section 23-148 Sewer Tapping Fees. (b) Tap requirements.**

This proposed revision will remove this section since it is no longer needed. This fee is calculated based on the SCDHEC unit contributory loading scale, and not the information currently in ordinance.

## ORDINANCE NO.: 2023-117

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article III, Water Service, Sec. 23-65, Right of city to shut off water in mains, Article V, Water and Sewer Rates, Sec. 23-145, Installation of water meters and cross connection control devices and Sec. 23-148, Sewer tapping fees*

BE IT ORDAINED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article III, Water Service, Sec. 23-65, Right of city to shut off water in mains and Article V, Water and Sewer Rates, Sec. 23-145, Installation of water meters and cross connection control devices and Sec. 23-148, Sewer tapping fees is amended to read as follows:

**Article III. - Water Service****Sec. 23-65. – Temporary service for building or construction purposes.**

Contractors, builders or others desiring water for building or construction purposes must make application to the Director of utilities and Engineering therefor, who will issue a permit or work order. There shall be two one types of such service: by temporary construction meter, and by fire hydrant meter. The director of utilities and engineering shall determine the type of service appropriate to the circumstances of each application. Services provided under this section shall not be used in lieu of permanent metered service when permanent service is appropriate. The amount to be paid during construction will be the irrigation rate shall be as established in sections 23-143, 23-144 and 23-145. The applicant shall provide each temporary construction meter the same backflow prevention protection as required for a permanent service. Backflow prevention devices for fire hydrant meters will be provided by the city. Metered water service may be provided to the city's contractors and builders upon application to the director of utilities and Engineering. There will be no charge for this service.

(Code 1979, § 5-2006; Ord. No. 2003-049, 3-10-04)

**Article V. - Water and Sewer Rates****Sec. 23-145. – Installation of water meters and cross connection control devices.****(a) Water meters.****(1) Charges for water meter installation shall be:**

| Meter Size<br>(inches) | Installed by<br>City Forces | Developer/Owner<br>Installed |
|------------------------|-----------------------------|------------------------------|
| ¾                      | \$2,512.00                  | \$1,062.00                   |
| 1                      | 3,468.00                    | 2,018.00                     |
| 1½                     | 4,350.00                    | 2,900.00                     |
| 2                      | 8,490.00                    | 7,040.00                     |
| 4                      | 19,440.00                   | 17,990.00                    |
| 6                      | 26,400.00                   | 24,950.00                    |
| 8                      | 42,000.00                   | 40,550.00                    |
| 10                     | 60,000.00                   | 58,550.00                    |

- (2) Water meter boxes for meters four inches and larger shall be site-constructed to city specifications by the owner's contractor at the owner's expense.
- (3) Separate meters for exterior surface irrigation without sewer service charges may be permitted for any property served by regular potable water service.



- (4) It shall be unlawful for any person to use water through a water meter installed for irrigation for any purpose other than outside surface irrigation. Violation of this subsection shall result in immediate summary forfeiture of the irrigation meter and tap, in addition to penalties provided by this Code.
  - (5) The water meter installation fees for temporary construction meters shall be those specified in this section for permanent service of the same size. When the temporary construction meter is adequate to provide the permanent service desired, it may be converted to permanent service without payment of additional meter fees upon approval of the director of utilities and engineering. Such approval shall not be withheld when all other city requirements have been met.
  - (6) Non-residential water meters other than irrigation meters are subject to water and sewer charges in the city's sewer service area where sewer is available and provided to the property unless it is illustrated and proven to the city engineer and/or the director of engineering that under no circumstance can the water provided through the meter discharge into the sanitary sewer system.
- (b) *Cross connection control devices.*
- (1) Dual checkvalves one inch in size and under shall be purchased and installed by the city water distribution division, the cost of which is included in the meter installation fee.
  - (2) ~~Other~~ *Cross connection control devices designed to prevent backflow over one inch in size shall be purchased, and installed, and properly maintained by the owner. All cross connection control devices shall be installed pursuant to the requirements of this code, the manufacturer's specifications, and any other applicable code or regulation. If any cross connection control device is contained in a protective cover or container, such as a water meter box, the entire cover or container shall be purchased, installed, and maintained by the owner at the owner's expense.*
  - (3) It shall be unlawful for any person to use water through a meter provided by the city without an appropriate approved cross connection control device designed to prevent backflow being in place. Persons in violation of this subsection will be given 30 days' written notice to have an approved backflow preventer device installed, or water service will be discontinued. In those cases in which an approved backflow preventer device has not been installed within the 30 days, water service will be discontinued and the water meter removed. No further water service will be provided until such time as an approved backflow cross connection control device designed to prevent backflow has been installed and an additional water meter installation fee has been paid.

(Code 1979, § 5-4003; Ord. No. 2000-034, 6-21-00; Ord. No. 2006-048, 11-15-06; Ord. No. 2006-109, 5-16-07; Ord. No. 2017-063, 8-1-17)

#### **Sec. 23-148. – Sewer tapping fees.**

- (a) Tapping charges for sewer connections shall be:
- (1) Taps installed by developer/owner: \$300.00 for each tap constructed.
  - (2) Taps installed by city forces: \$1,300.00 for each tap constructed.
- (b) ~~Taps are required as follows:~~
- (1) ~~Single family residence: One tap.~~
  - (2) ~~Single family mobile home: One tap.~~

- (3) ~~Multifamily unit: One tap per dwelling unit.~~
- (4) ~~Contaminated groundwater: One tap for each 300 gallons, or portion thereof, or estimated average input per day into the sewer system.~~
- (5) ~~All others: The number of taps shall be computed by the director of utilities and engineering or city engineer, or approved by same if calculations are submitted by a registered professional engineer or architect responsible for the project in accordance with the criteria of the state board of health on the basis of one tap for each 300 gallons, or portion thereof, of estimated average input per day into the sewer system.~~

(Code 1979, § 5-4004; Ord. No. 97-57, 9-17-97; Ord. No. 2006-049, 11-15-06; Ord. No. 2015-013, 2-10-15)

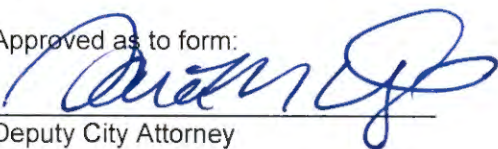
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT





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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2023-070 - Authorizing consumption of beer, wine and liquor at the SC Pride Parade on Friday, October 20, 2023 and SC Pride Festival on Saturday, October 21, 2023 in the 1200, 1300 and 1400 blocks of Main Street

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** R-2023-070 - SC Pride Movement Parade and Festival (Oct ) (PDF)
- **#b:** 2023 Pride Resolution Request (PDF)

## RESOLUTION NO.: R-2023-070

*Authorizing consumption of beer, wine and liquor at the SC Pride Festival on Friday, October 20, 2023 and Saturday, October 21, 2023*

WHEREAS, SC Pride Movement ("Sponsor") is sponsoring the SC Pride Movement Parade and Festival on Friday, October 20, 2023 and Saturday, October 21, 2023 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 4:00 p.m. on Friday, October 20, 2023 to 4:00 a.m. on Sunday, October 22, 2023 of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage and the 1300 block of Main Street between Lady Street and Washington Street; from 8:00 a.m. on Friday, October 20, 2023 to 4:00 a.m. on Sunday, October 22, 2023, the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot;; from 9:00 a.m. on Saturday, October 21, 2023 to 4:00 a.m. on Sunday, October 22, 2023, the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot for an event on Saturday, October 21, 2023 from noon until 10:00 p.m. for patrons to consume beer, wine and liquor beverages at the event during the hours of 5:00 p.m. and 9:30 p.m. on Friday, October 20, 2023 and from noon until 9:30 p.m. on Saturday, October 21, 2023; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot on Friday, October 20, 2023 from 5:00 p.m. until 10:00 p.m. and Saturday, October 21, 2023 from 12:00 to 10:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.

2. The Organizer shall establish a boundary line around the event space half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of

Last revised: 9/11/2023  
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LEGAL DEPARTMENT DRAFT



Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. on October 20, 2023 and 4:00 a.m. on October 22, 2023.

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 \_\_\_\_\_, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Friday, October 20, 2023 and between the hours of 12:00 p.m. and 9:30 p.m. on Saturday, October 21, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that 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 outdoor possession and consumption of liquor, beer, wine beverages unless the appropriate permits or licenses, if required are issued by the SCDOR and 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. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of liquor, beer and/or wine beverages. Possession and consumption of liquor, 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 should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

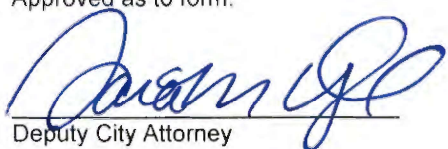
Assistant City Manager Shealy

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced:

Final Reading:

Last revised: 9/11/2023  
23018328

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

March 26, 2023

REQUESTOR'S NAME/CONTACT  
INFORMATION (E-MAIL/  
PHONE#/FAX#)James Agens  
South Carolina Pride Movement  
(803) 403-3325  
James@scpride.org

22.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Famously Hot South Carolina Pride Parade and Festival

DATE(S) OF EVENTS: (monthly can be on one request)

October 20th and October 21st 2023

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

NA

LOCATION OF EVENT

(i.e., Amphitheater area  
of Finlay Park; 1300 and 1400 blocks  
of Main Street between Lady Street  
and Hampton Street)

October 20th, 2023 (Pride Parade) 1100-1200 Laurel St. 1800-1200 Mainst (Half Block), 1100 Lady St.

October 21st, 2023 (Pride Festival) 1200-1500 Blocks of Main st. to include the intersections of Ley St., 1100-1200 half  
blocks of Hampton St, Washington St, and Lady St.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)

October 20th, 2023 (Parade) 1100-1200 Laurel St. 1800-1200 Main st (Half Block), 1100 Lady St

October 21st, 2023 (Festival) 1200-1500 Blocks of Main st. to include the intersections of Ley St., 1100-1200 half blocks  
of Hampton St, Washington St, and Lady St.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

October 20th, 2023 8:00 AM - October 22nd, 2023 4:00 AM - 1200 Lady St

October 20th, 2023 4:00 PM to 10:00 PM - Laurel St, 1700-1800 Main St. 1200-1300 Main st, and 1100 Lady St.

October 20th, 2023 2:00 PM to October 21st, 2023 10:00 PM - Half Block 1100 Hampton St.

October 20th, 2023 10:00 PM to October 22nd, 2023 4:00 AM - 1200-1500 Main St, 1100 Lady St, and closing the  
intersections at 8:00 AM on October 21st, 2023

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)\*

October 20th, 2023 (Parade) 5:00 PM to 9:30 PM

October 21st, 2023 (Festival) 12:00 PM to 9:30 PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR\*\*)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)\*

October 20th, 2023 (Parade) 5:00 PM to 9:30 PM

October 21st, 2023 (Festival) 12:00 PM to 9:30 PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail ([shari.ardis@columbiasc.gov](mailto:shari.ardis@columbiasc.gov)), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

**\*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

**\*\*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., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; [george.adams@columbiasc.gov](mailto:george.adams@columbiasc.gov)

Legal Department - Shari Ardis; 803-737-4242; [shari.ardis@columbiasc.gov](mailto:shari.ardis@columbiasc.gov) or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; [jessica.argoe@columbiasc.gov](mailto:jessica.argoe@columbiasc.gov) - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; [robert.hall@columbiasc.gov](mailto:robert.hall@columbiasc.gov) - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; [pearl.osborne@columbiasc.gov](mailto:pearl.osborne@columbiasc.gov) park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; [brenda.murphy@columbiasc.gov](mailto:brenda.murphy@columbiasc.gov) - street closing

Last revised: 12/2019





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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2023-083- Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival on Saturday, October 7, 2023 at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** R-2023-083- Rosewood Art and Music Festival (Oct 7) (PDF)
- **#b:** Event Request-Resolution to Allow Beer & Wine on City Property 9-1-2021 (PDF)

## RESOLUTION NO.: R-2023-083

*Authorizing consumption of beer and wine only at the Rosewood Art and Music Festival on Saturday, October 7, 2023 at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd., to S. Holly and Gardenia Street*

WHEREAS, Greater Rosewood Merchants Association ("Sponsor") is sponsoring the Rosewood Art and Music Festival on Saturday, October 7, 2023 at Rosewood Park, 901 S. Holly Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 8:00 a.m. until 8:00 p.m. of Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, for set up, clean up, and staging of the event to be held on Saturday, October 7, 2023 from 11:00 a.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 5:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, October 7, 2023, from 11:00 a.m. until 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event

LEGAL DEPARTMENT DRAFT

during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. until 7:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Saturday, October 7, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that 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, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time Rosewood Park, 901 S. Holly Street and the corner of S. Holly Street and Airport Blvd. to S. Holly and Gardenia Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

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 should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



|                                                                                                                                                                                                                                                                    |        |                                                                                                     |                                                                  |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------|
| DATE OF REQUEST                                                                                                                                                                                                                                                    | 9/5/23 | REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)                                           | David Britt<br>solidentertainmentgroup@gmail.com<br>803-960-3552 | <b>23.b</b> |
| ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:                                                                                                                                                                                                                         | 2000   |                                                                                                     |                                                                  |             |
| EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)                                                                                                                                                                                                       |        | Rosewood Art and Music Festival / community event to showcase Rosewood neighborhood and local arts. |                                                                  |             |
| DATE(S) OF EVENTS: (multiple day can be on one request)                                                                                                                                                                                                            |        | 10/7/23                                                                                             |                                                                  |             |
| RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.) |        |                                                                                                     |                                                                  | None        |
| LOCATION OF EVENT<br>(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)                                                                                                                          |        | 901 S Holly St, Columbia, SC 29205                                                                  |                                                                  |             |
| STREET(S) OR PARK AREA TO BE CLOSED<br>(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)                                                                                            |        | All of Rosewood Park to be used for the event. The event is free and open to the public.            |                                                                  |             |
| HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED<br>(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP                                                                                                                                                     |        | 8 am - 8 pm                                                                                         |                                                                  |             |
| HOURS OF EVENT<br>(i.e., 6:00 p.m. - 10:00 p.m.)*                                                                                                                                                                                                                  |        | 11 am - 6 pm                                                                                        |                                                                  |             |
| HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)<br>(Service should end one-half hour prior to end of event<br>(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*                                                                             |        | 11 am - 5:30 pm                                                                                     |                                                                  |             |

**\*DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM\* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

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 should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, 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.). **Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

**\*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. \*\*ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages 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., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, 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 which exclude the sale, possession and consumption of alcoholic beverages 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. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; [george.adams@columbiasc.gov](mailto:george.adams@columbiasc.gov)  
 Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation  
 Parking Services - Jessica Argoe; (803) 545-0287; [jessica.argoe@columbiasc.gov](mailto:jessica.argoe@columbiasc.gov) - meter bagging  
 Parks and Recreation - Pearl Osborne; 803-545-3100; [pearl.osborne@columbiasc.gov](mailto:pearl.osborne@columbiasc.gov) park reservations  
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; [jennifer.jordan@columbiasc.gov](mailto:jennifer.jordan@columbiasc.gov) - parade permit, police, safety protocol  
 Police Department Community Services - Brenda Murphy; 803-545-3507; [brenda.murphy@columbiasc.gov](mailto:brenda.murphy@columbiasc.gov) - street closing

Last revised: 9/1/2021





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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** Legal Department

**FROM:** *Teresa Knox, City Attorney*

**SUBJECT:** Resolution No.: R-2023-084 - Authorizing consumption of beer and wine only at the Earle Jam (Neighborhood Concert) in Earlewood Park on Sunday, October 22, 2023

**FUNDING SOURCE & ORIGINAL BUDGET:**

**FOCUS AREAS:** Planning Together

**ATTACHMENTS:**

- **#a:** R-2023-084 - Earle Jam (Oct 22) (PDF)
- **#b:** Resolution Request Form (PDF)
- **#c:** Special Duty Request Form (PDF)

**RESOLUTION NO.: R-2023-084**

*Authorizing consumption of beer and wine only at the Earle Jam (Neighborhood Concert)  
in Earlewood Park on Sunday, October 22, 2023*

WHEREAS, the Earlewood Community Citizens Organization ("Sponsor") is sponsoring the Earle Jam (Neighborhood Concert) in Earlewood Park on Sunday, October 22, 2023; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 11:00 a.m. until 6:30 p.m. of Earlewood Park Amphitheater and adjacent covered picnic shelter, 1113 Recreation Drive between Earlewood Drive and the stop sign west of the administrative office driveway, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Sunday, October 22, 2023 from 1:00 p.m. until 6:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 1:00 p.m. until 5:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Earlewood Park, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, October 22, 2023 from 1:00 p.m. to 6:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space within Northwood Street and Earlewood Drive, Earlewood Drive at Recreation Drive and Recreation Drive at the lower ball fields and parking lot, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.



11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 1:00 p.m. and 6:00 p.m. on October 22, 2023.

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 \_\_\_\_\_, 2023 that the sale of beer and wine beverages only is authorized between the hours of 1:00 p.m. and 5:30 p.m. on Sunday, October 22, 2023; 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 only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that canines are allowed provided that waste is collected and properly disposed of and current leash laws are observed as set out in the 1998 Code of Ordinances of the City of Columbia, as amended. All other pets shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portions of Earlewood Park and Parkside (Recreation) Drive between Earlewood Drive and the stop sign west of the administrative office driveway, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. 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 Sunday, October 22, 2023, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

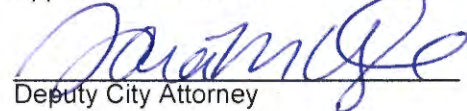
Requested by:

Assistant City Manager Simons

Approved by:

City Manager

Approved as to form:

  
Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



DATE OF REQUEST

9/01/22

REQUESTOR'S NAME/CONTACT  
INFORMATION (E-MAIL/  
PHONE#/FAX#)Bonnie Slyce  
slyceb@gmail.com  
808-785-9099

24.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

EarleJam

DATE(S) OF EVENTS:

10/22/23

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

n/a

LOCATION OF EVENT

(i.e., Amphitheater area  
of Finlay Park; 1300 and 1400 blocks  
of Main Street between Lady Street  
and Hampton Street)

Earlewood Park Amphitheater

STREET(S) OR PARK AREA TO BE  
CLOSED(i.e., 1300 and 1400 blocks of Main  
Street between Lady Street and  
Hampton Street; Amphitheater area of  
Finlay Park; Boyd Plaza)

n/a

HOURS FOR STREET(S) OR PARK AREA TO  
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

n/a

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)\*

1:00pm-6:00pm

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.)\*

1:00pm-5:30pm

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](mailto:slardis@columbiasc.net)), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

**\*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

**\*\*With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; [cfgdgadams@columbiasc.net](mailto:cfgdgadams@columbiasc.net)Legal Department - Shari Ardis; 803-737-4242; [slardis@columbiasc.net](mailto:slardis@columbiasc.net) or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; [rjhall@columbiasc.net](mailto:rjhall@columbiasc.net) **parade permit, police**Parks and Recreation - Pearl Osborne; 803-545-3100; [peosborne@columbiasc.net](mailto:peosborne@columbiasc.net) **park reservations**Police Department Community Services - Brenda Murphy; 803-545-3507; [bmmurphy@columbiasc.net](mailto:bmmurphy@columbiasc.net) - **street closing**

Last revised: 1/2017





**CITY OF COLUMBIA POLICE DEPARTMENT  
1 JUSTICE SQUARE  
COLUMBIA, SOUTH CAROLINA 29201  
(803) 545-3500  
SPECIAL DUTY REQUEST FORM**



I, Earlewood Community Citizens Organization, request the services of the City of Columbia Police  
(Individual/Business)

Department to perform law enforcement duties at EarleJam at Earlewood Park Amphitheater  
(Location for Assignment)

for the time period of 10-22-23 1:00pm-6:00pm  
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Fifty (\$50.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

I understand that a cancelation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

**THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.**

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

Bonnie Slyce

PRINT NAME OF REQUESTOR

Bonnie Slyce

SIGNATURE OF REQUESTOR

9-11-23

DATE

808-785-9099

CONTACT NUMBER OF REQUESTOR

Slyceb@gmail.com

EMAIL ADDRESS OF REQUESTOR



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We Are Columbia

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**MEETING DATE:** October 3, 2023

**DEPARTMENT:** City Clerk

**FROM:** *Erika Hammond, City Clerk*

**SUBJECT:** Council is asked to approve the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for Community Based Violence Intervention and Violence Prevention and Reduction Efforts, as requested by the Office of Violent Crime Prevention in the amount of \$87,277.00.

**FUNDING SOURCE & ORIGINAL BUDGET:**

**CLEAN WATER 2020?:** No

**ATTACHMENTS:**

- **#a:** Award\_Package\_FAW-177823 (PDF)
- **#b:** Certifications and Assurances by the Chief Executive of the Applicant Government (PDF)



# Department of Justice (DOJ)

## Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Name and Address of Recipient:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CITY OF COLUMBIA<br>1737 MAIN ST                           |
| <b>City, State and Zip:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | COLUMBIA, SC 29201                                         |
| <b>Recipient UEI:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | H4YTFLFBCS53                                               |
| <b>Project Title:</b> City of Columbia CVI Prevention and Education Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Award Number:</b> 15PBJA-23-GG-03770-JAGX               |
| <b>Solicitation Title:</b> BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                            |
| <b>Federal Award Amount:</b> \$87,277.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Federal Award Date:</b> 9/25/23                         |
| <b>Awarding Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Office of Justice Programs<br>Bureau of Justice Assistance |
| <b>Funding Instrument Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Grant                                                      |
| <b>Opportunity Category:</b> D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |
| <b>Assistance Listing:</b><br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                            |
| <b>Project Period Start Date:</b> 10/1/22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Project Period End Date:</b> 9/30/26                    |
| <b>Budget Period Start Date:</b> 10/1/22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Budget Period End Date:</b> 9/30/26                     |
| <b>Project Description:</b><br>To address the recent wave of violent crime, the City of Columbia will use JAG funds to strategically implement Community-Based Violence (CVI) Intervention initiatives by facilitating programs and coordinating services that align with the JAG Prevention and Education program area. This project will focus on enhancing Crime and Violence Reduction Strategies as well as Community Based Violence Intervention (CVI) Approaches as areas of emphasis. Using this allocation, the City of Columbia aims to reduce violent crime in areas identified as perennial violence hotspots over the 48 month performance period by enhancing existing efforts and implementing sustained prevention and education initiatives. |                                                            |

## Award Letter

September 25, 2023

Dear Teresa Wilson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF COLUMBIA for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$87,277.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General  
**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### **NEPA Letter Type**

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### **NEPA Letter**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to



methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

### NEPA Coordinator

#### First Name

Orbin

#### Middle Name

#### Last Name

Terry

### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### Recipient Information

#### Recipient Name

CITY OF COLUMBIA

#### UEI

H4YTFLFBCS53

#### Street 1

1737 MAIN ST

#### Street 2

#### City

COLUMBIA

#### State/U.S. Territory

South Carolina

#### Zip/Postal Code

29201

#### Country

United States

#### County/Parish

#### Province

### Award Details

#### Federal Award Date

9/25/23

#### Award Type

Initial

#### Award Number

15PBJA-23-GG-03770-JAGX

#### Supplement Number

00

#### Federal Award Amount

\$87,277.00

#### Funding Instrument Type

Grant

#### Assistance Listing Number

16.738

#### Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13963729

**Grant Manager Name**

Gale Farquhar

**Phone Number**

[202-598-9522](tel:202-598-9522)

**E-mail Address**

Gale.Farquhar@usdoj.gov

**Project Title**

City of Columbia CVI Prevention and Education Project

**Performance Period Start****Date**

10/01/2022

**Performance Period End Date**

09/30/2026

**Budget Period Start Date**

10/01/2022

**Budget Period End Date**

09/30/2026

**Project Description**

To address the recent wave of violent crime, the City of Columbia will use JAG funds to strategically implement Community-Based Violence (CVI) Intervention initiatives by facilitating programs and coordinating services that align with the JAG Prevention and Education program area. This project will focus on enhancing Crime and Violence Reduction Strategies as well as Community Based Violence Intervention (CVI) Approaches as areas of emphasis. Using this allocation, the City of Columbia aims to reduce violent crime in areas identified as perennial violence hotspots over the 48 month performance period by enhancing existing efforts and implementing sustained prevention and education initiatives.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award

supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

## Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

## Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

## Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).



Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

#### 1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

##### a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar



misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 29

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 30

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 31

### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## 32

## Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

## 33

## Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

## 34

## Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## 35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

## 36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

## 37

## Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

## 38

## Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**Application of This Condition to Recipient's Existing Programs or Activities:** For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## 39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

## 40

## Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

### 41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

### 42

#### Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

### 43

#### Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

### 44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

### Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

### Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

### Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts



(including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

## 49

### Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

## 50

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 51

### Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

## 52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 53

### Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

## 54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure

that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

## 55

### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 56

### Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

## 57

### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

## 58

### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 59

### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

## 60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent

information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval****Title of Approving Official**

Deputy Assistant Attorney General

**Name of Approving Official**

Maureen Henneberg

**Signed Date And Time**

9/20/23 9:03 PM

**Authorized Representative****Entity Acceptance****Title of Authorized Entity Official**

City of Columbia City Manager

**Signed Date And Time**





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

**Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify 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 executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government