



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 6, 2020

The Columbia City Council will conduct a Meeting on Tuesday, October 6, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, enter the meeting code: **9824**. For additional meeting information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ■ The Honorable Tameika Isaac Devine, At-Large

The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III

CALL TO ORDER

INVOCATION

ADOPTION OF AGENDA

CITY COUNCIL DISCUSSION / ACTION

1. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management*
 - *University of South Carolina Update - President Robert Caslen*
2. Comet Update - Mr. John Andoh, CCTM, CPM, Executive Director / CEO Central Midlands Regional Transit Authority

CONSENT AGENDA ITEMS 3 THROUGH 19

3. Council is asked to ratify the City Manager's execution of a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender's Office for Representation of Indigent Defendants, as requested by Municipal Court. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$137,318.00.

Funding Source: Public Defender (1018404-638522). The original budget amount is \$137,318.00.



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4. Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System (MARVLIS) Software Support, as requested by the Columbia Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$75,417.90. This firm is located in Aiken, SC.

Funding Source: Police Administrative Services; Maintenance and Service Contract (1012402-638200). The original budget amount is \$75,417.90.

5. Council is asked to approve the purchase of a KWMI Diesel Easement Machine for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Southern Vac, using the North Carolina Sheriffs Association Cooperative Contract in the amount of \$59,670.00. This vendor is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance/Machinery & Equipment-Capital (5516205-658300). The original budget amount is \$80,000.00.

6. Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2020/2021, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$61,074.00. This firm is located in Columbia, SC.

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

7. Council is asked to approve an Intergovernmental Agreement for Certification Training Services to Support the Apprenticeship Program, as requested by Columbia Water. Award to Central Carolina Technical College in the amount of \$141,600.00. The vendor is located in Sumter, SC.

Funding Source: Utilities Wastewater Maintenance- Employee Training & Professional Development (5516205-631200) \$55,700.00; Utilities Metro Wastewater Plant- Employee Training & Professional Development (5516208-631200) \$22,700.00; Utilities Water Distribution & Maintenance- Employee Training & Professional Development (5516203-631200) \$63,200.00. The original budget amount is \$141,600.00.

8. Council is asked to approve an Agreement for Project WM4281; Hardscrabble Road Waterline Relocation, as requested by Columbia Water. Award to HDR Engineering, Inc. of the Carolinas in the amount of \$135,990.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects-Hardscrabble Road Waterline Relocation (5529999-WM428101-658650). The original budget amount is \$135,990.00.



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This is a Mentor Protégé Program Project. HDR Engineering, Inc. of the Carolinas is the mentor and will provide project management, construction coordination, and record plan development services at 80.0% (\$108,792.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction coordination, field reviews and inspection, coordination with City staff, and plan review services at 20.0% (\$27,198.00) of the total contract amount.

9. Council is asked to approve an Agreement for Project WM4423; Columbia Avenue (S-48) & New Unnamed Roads Phase 2 Water Relocations, as requested by Columbia Water. Award to Michael Baker International, Inc. in an amount not to exceed \$345,785.00, which includes contingency. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects-Columbia Ave (S-48) & New Roads Phase 2 Water Relocations (5529999-WM442302-658650). The original budget amount is \$345,785.00.

This is a Mentor Protégé Program Project. Michael Baker International, Inc. is the mentor and will provide project management, utility coordination, design, permitting, bidding assistance, construction management, and construction observation services at 69.1% (\$217,350.00) of the total contract amount. Chao & Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will provide utility coordination, design, permitting, and construction observation services at 22.1% (\$69,500.00) of the total contract amount.

The following sub-consultant will provide additional services:

Stewart Engineering, Inc. of Raleigh, NC will provide subsurface utility engineering (SUE) at 8.8% (\$27,500.00) of the total contract amount.

10. Council is asked to approve a Contract for Project SS7425-01; Rocky Branch RB03 Sanitary Sewer Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to CaJenn Construction and Rehabilitation Services, Inc. in an amount not to exceed \$11,980,268.57, which includes contingency. This firm is located in Hoboken, GA.

Funding Source: Water & Sewer Capital Projects (5529999-SS742501-658650) The original budget amount is \$13,323,310.50.

CaJenn Construction and Rehabilitation Services, Inc., the prime contractor, will provide sewer rehabilitation services at 70.2% (\$7,646,153.25) of the total contract value.

The following sub-contractors will provide these services:

LCI-Lineberger Construction, Inc., a Minority Business Enterprise (W) of Lancaster, SC will provide milling and paving services at 1.6% (\$175,000.00) of the total contract value.



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BLD Services, LLC of Kenner, LA will provide service lateral and CIPP services at 26.4% (\$2,870,000.00) of the total contract value.

United Specialty Construction, LLC of Lilburn, GA will provide point repairs at 1.8% (\$200,000.00) of the total contract value.

11. Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

The property owner is removing a private art project; therefore, the encroachment is no longer needed. First reading approval was given on September 15, 2020.

12. Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11

First reading approval was given on September 15, 2020.

13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2125 Apple Valley Road; TMS# 07502-01-03

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

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

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

First reading approval was given on September 15, 2020.



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14. ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3801 Eureka Street; TMS# 13708-09-22

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.



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16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

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

Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.



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18. ZONING MAP AMENDMENT for 1801 Assembly Street, TMS# 09015-15-04

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

19. ZONING MAP & TEXT AMENDMENT for 1601 Hampton Street, TMS# 11402-05-13

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.



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ZONING / PLANNING MATTERS - SECOND READING

20. ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p)

Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

Council District: 4

Proposal: Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.

21. ZONING MAP & TEXT AMENDMENT for 2531 Gervais Street, TMS# 11411-09-11

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

First reading approval was given on September 15, 2020.



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ORDINANCE - SECOND READING

22. Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02

First reading approval was given on September 1, 2020.

ZONING/PLANNING MATTERS - FIRST READING

23. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36 (pt)

Council District:2

Proposal: Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation:09/14/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (8 - 0)

ORDINANCE - FIRST READING

24. Ordinance No.: 2020-091 Authorizing the Participation by the City of Columbia, South Carolina in the Recover SC Local Government Liquidity Program; Authorizing the Execution and Delivery of any Intergovernmental Agreement with the South Carolina Jobs-Economic Development Authority and Such Other Documents and Agreements in Connection with the Sale of Revenue Bonds Issued by the Authority to Fund the RecoverSC Local Government Liquidity Program, Authorizing an Appropriation or the Issuance by the City of a Tax Anticipation Note for the Initial Payment Thereunder; and other Matters Related Thereto



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RESOLUTIONS

25. Resolution No.: R-2020-084 Authorizing the Purchase of 0.23 Acre being a portion of Common Area in Willowbrook Subdivision, located on the southwestern side of Summerlea Drive (S-376); Richland County TMS#09205-02-23 Project Name: Utility Site for Sanitary Sewer and Storm Drainage Improvements along Summerlea Drive CIP Project #SS7433; CF#250-489
26. Resolution No.: R-2020-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the Employee Health Center

OTHER MATTERS

27. Council is asked to approve a request to add three (3) additional street lights on White Street.

APPOINTMENTS

28. Affordable Housing Task Force
29. Midlands Housing Alliance
30. Planning Commission

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Business Licenses*



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

*Bull Street Garages
Landmark
2221 Devine Street
Farrow Road Property
Public Art*

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

Adeline Drive

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

Tax Incentives for Affordable Housing Projects

ADJOURNMENT



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

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

PURPOSE:
COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
University of South Carolina Update - President Robert Caslen

HISTORY:

09/15/20

Columbia City Council

RECEIVED AS INFORMATION. NO ACTION WAS TAKEN.



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Comet Update - Mr. John Andoh, CCTM, CPM, Executive Director / CEO Central Midlands Regional Transit Authority

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

ATTACHMENTS:

- COMETFINAL (PDF)



John Andoh, Executive Director/CEO
Tatavis Eric Harris, Planning & Development Specialist

Downscale Laurel and Sumter

- The COMET is planning to downscale Laurel and Sumter to a bus stop with buses no longer originating or ending at this location by the end of 2021.
- While this would remain a bus stop, there will be no parking of buses at this location and there would no longer be passengers changing routes at this location.
- A customer service office would remain here during business hours, seven days a week with a restroom available to the committee.
- Buses would be redirected to either Taylor and Harden, Assembly and Blanding or River and Lucius.
- The City, The COMET and CMCOG has worked to remove the Federal interest from this facility, as well as Assembly & Gervais facility. That interest will be reassigned to other bus shelters in the City of Columbia.
- The COMET has a lease for this facility through June 30, 2035.

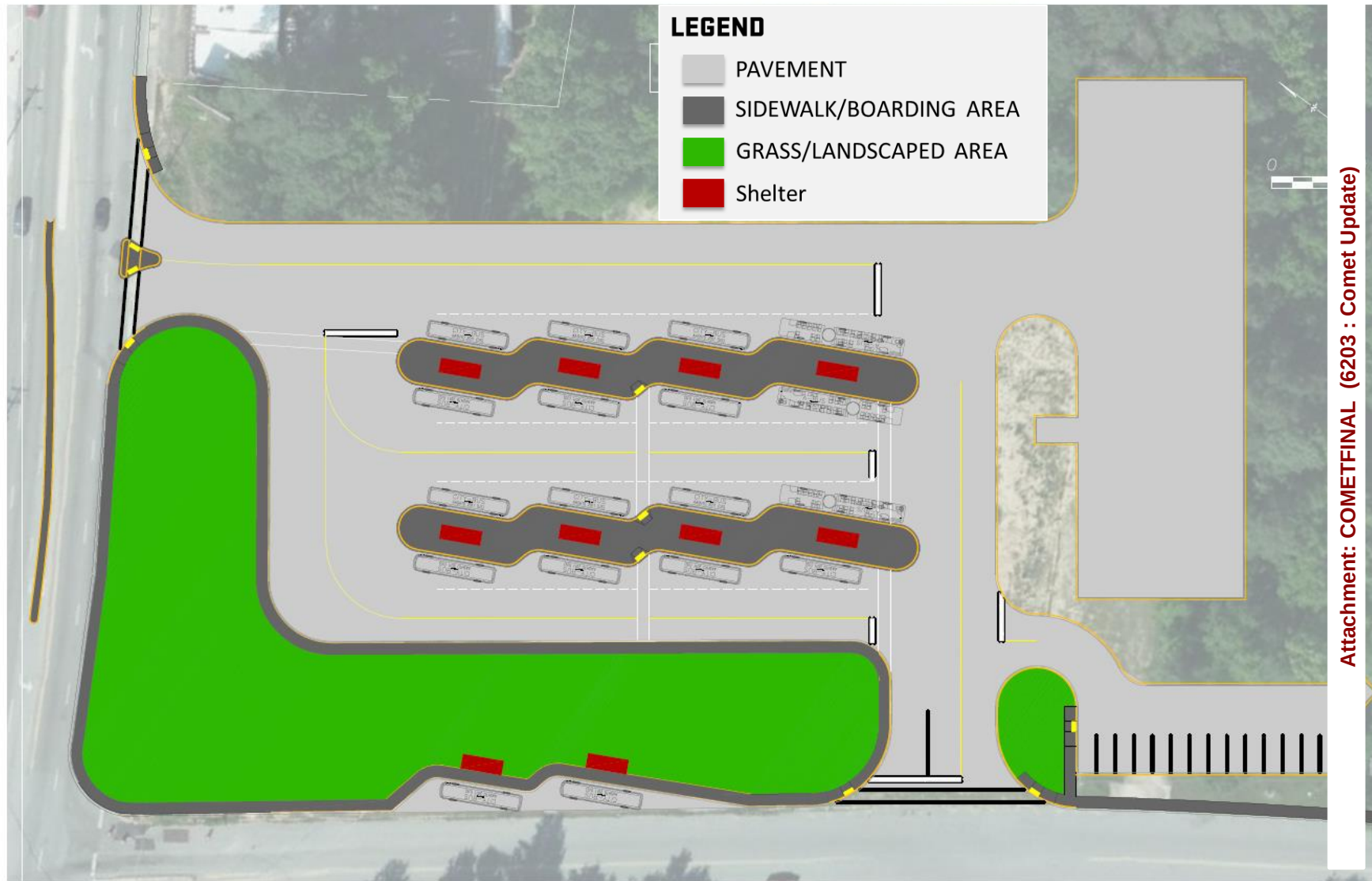


North Columbia Bus Stop Project Goals

- Redirect starting points for select routes in The COMET system
 - Decrease deadhead times
 - Consolidate bus stop at this intersection
- Bus Training Facility
 - Allows ability for training of bus operators



Conceptual Bus Stop at Lucius @ River

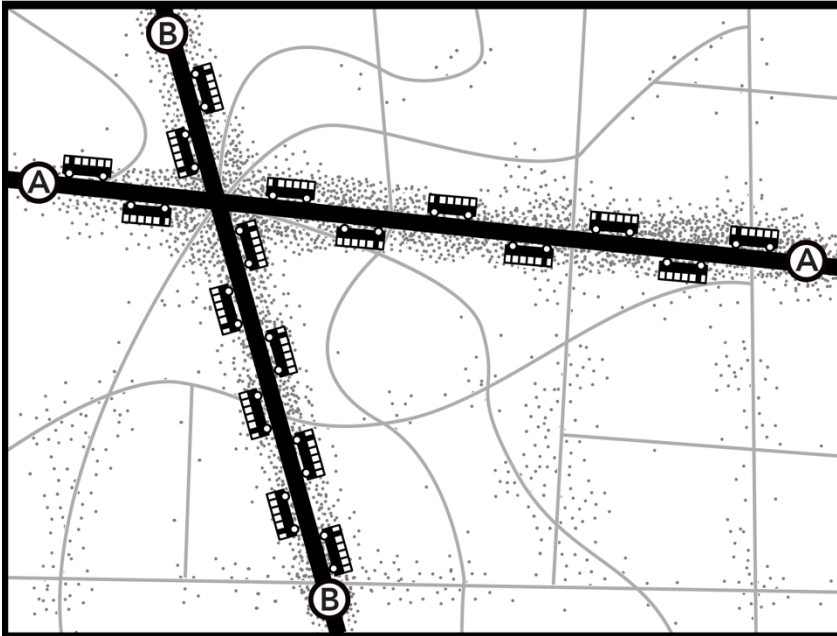




1. The COMET system has not been re-designed in 129 years and the last review of The COMET system was done in 2009, however, the recommendations was not implemented.
2. Redesign the current network to address service deficiencies.
3. Optimize service to be more cost efficient.
4. Align network strategies with community needs.
 - Riders
 - Local Public Agencies



Ridership Goal



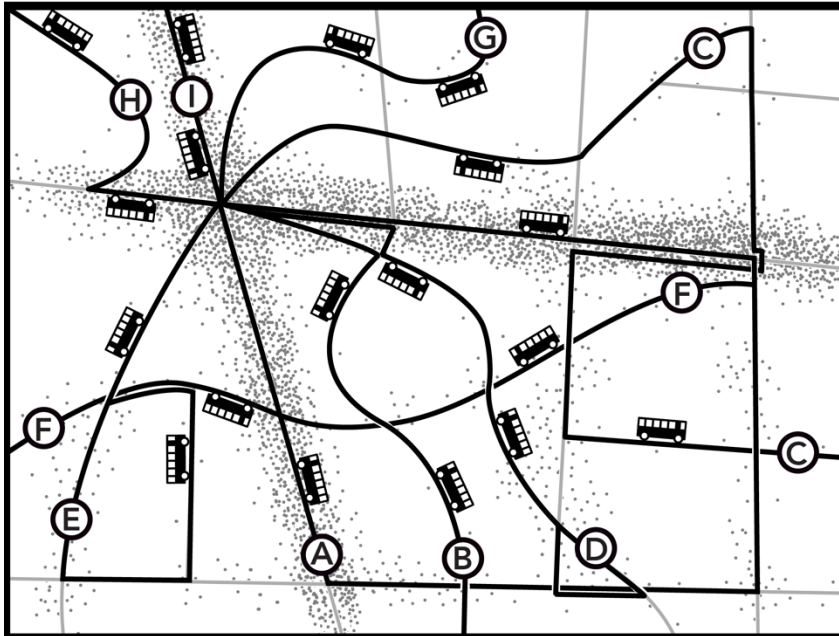
If your only goal were ridership, you would focus on service that generates the most ridership for the least cost.

That means high frequency in places that are dense, walkable, and linear, but no service elsewhere.

The Ridership Goal

Useful service in places where many people can compete for as many trips as possible.

Coverage Goal



The Coverage Goal

Some service near everyone who needs it.

If your only goal were Coverage, you would spread service out.

So you'd have a lot of routes...

which means you couldn't afford to run them very frequently...

which makes them not very useful...

which means not many people ride.

Spreading it out = spreading it thin.

Columbia, South Carolina Existing Network

Midday Frequency

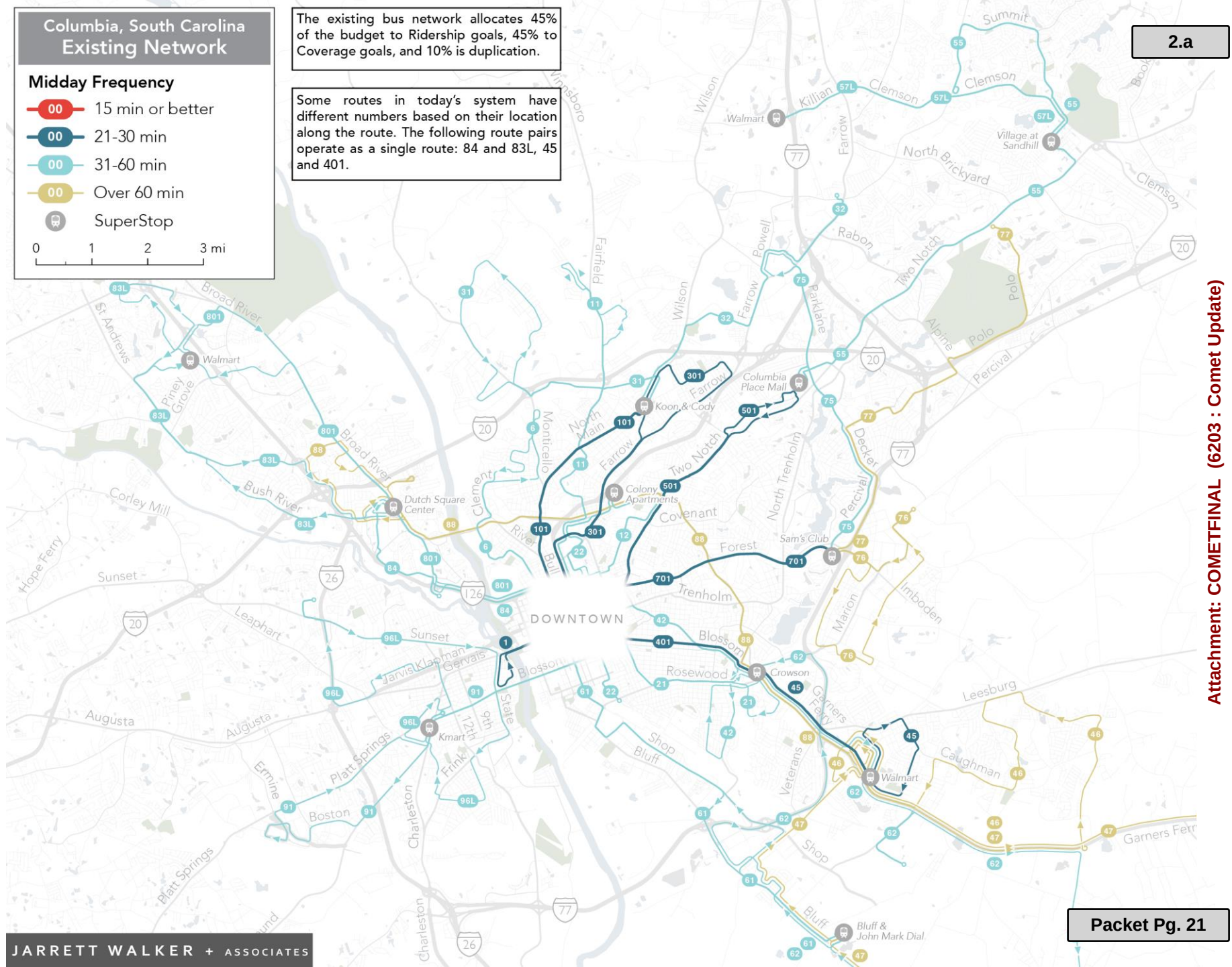
- 00 15 min or better
- 00 21-30 min
- 00 31-60 min
- 00 Over 60 min
-  SuperStop

0 1 2 3 mi

The existing bus network allocates 45% of the budget to Ridership goals, 45% to Coverage goals, and 10% is duplication.

Some routes in today's system have different numbers based on their location along the route. The following route pairs operate as a single route: 84 and 83L, 45 and 401.

2.a



Attachment: COMETFINAL (6203 : Comet Update)

Columbia, South Carolina Coverage Network

Midday Frequency

- 00 — 15 min or better
- 00 — 21-30 min
- 00 — 31-60 min
- 00 — Over 60 min
-  SuperStop

0 1 2 3 mi

This map is a concept. It is not a proposal.

This concept shows how the bus network might be designed if duplication was reduced and all existing coverage was maintained. It is designed with the same operating budget as today's bus network with 50% of the budget going to Ridership goals, and 50% to Coverage goals.

2.a

Where are the Sodacap routes?

This concept removes Route 2 since it provides duplicative service. Keeping the existing coverage means that routes cannot be altered enough to replace Routes 1 and 4, so they are kept even though they are partially duplicative.

Routes in Lexington County have a different funding source than most routes. The amount of service here must remain the same, so routes 91 and 96L have stayed the same in this concept. This doesn't mean that the current level of service is adequate but that funding restrictions prevent more service.

What about peak services?

This concept keeps routes 74, 92x, and 93x. Other routes that currently have higher frequencies during peak period continue to do so in this concept.

Routes 47 and 62 have a different funding source than most routes. There are restrictions that prevent the reallocation of that service, so they must remain similar to existing.

Attachment: COMETFINAL (6203 : Comet Update)

Columbia, South Carolina Ridership Network

Midday Frequency

- 00 — 15 min or better
- 00 — 21-30 min
- 00 — 31-60 min
- 00 — Over 60 min
- ⊙ SuperStop

0 1 2 3 mi

This map is a concept. It is not a proposal.

This concept shows how the bus network might be designed if Ridership were the primary goal. It is designed with the same operating budget as today's bus network with 70% of the budget to Ridership goals, and 30% to Coverage goals.

2.a

Where are the Sodacap routes?

Sodacap routes mostly provide duplication. In this concept, they are replaced by other radial routes that provide more useful service.

Routes in Lexington County have a different funding source than most routes, so the amount of service here must remain the same. In this concept, route 96L is altered to provide direct access to Downtown Columbia. This doesn't mean that the current level of service is adequate.

What about peak services?

This concept keeps routes 92x and 93x. All other services are the same during the midday and the peak periods.

Routes 47 and 62 have a different funding source than most routes. There are restrictions that prevent the reallocation of that service, so they must remain similar to existing.

Attachment: COMETFINAL (6203 : Comet Update)

Project Timeline



If you would like to provide feedback for Reimagine The COMET, please visit us at: ReimagineTheComet.org



Future Intermodal Facility

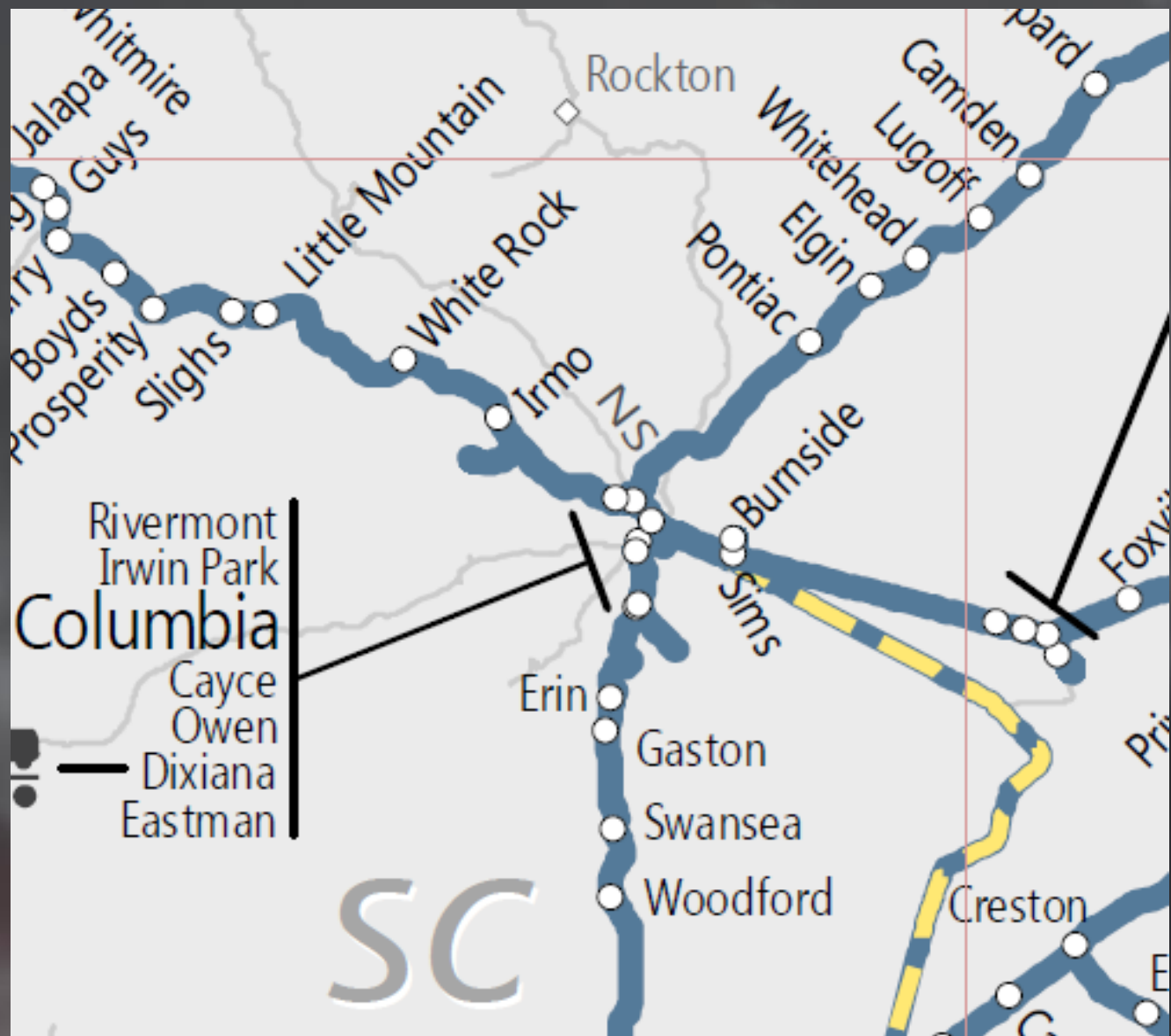
- As part of Vision 2020, there is a desire to construct a facility that would handle intercity rail, intercity bus and local bus services in one location.
- This facility would be along the CSX rail line that is served by the Amtrak Silver Star route
- This facility would not be a replacement to Laurel and Sumter, since that facility is being downsized.
- CMCOG conducted a study in 2016 that was reviewed in 2018 and finalized.
- Anticipated timeframe to develop a facility in the next 5 to 10 years at a cost of \$2 to 7 million.
- Next steps is to identify a set of locations for further study once Amtrak gets feedback from CSX on allowable locations.
- Amtrak, Greyhound and Megabus are interested in serving a future intermodal facility in Columbia.



What is an Intermodal Transit Center?

- An ITC is a multi-purpose building located within a city, in which several types of transportation come together to create a hub.
- ITCs have many amenities that make the facility attractive to the choice and current transit ridership and it is paramount that it designs with security features in mind. They are becoming activity centers that attract development. (Amazon HQ2)
- Bringing these modes of transportation together creates an opportunity for people to more easily travel and connect to destinations both near and far through a variety of transportation choices.
- If the project is found to be feasible, the actual design and construction of an ITC is at ranges from 3 to 10 years at a cost of \$3 to \$14 million.





Thank You! See You On The COMET! Questions?



THE
COMET



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Council is asked to ratify the City Manager's execution of a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender's Office for Representation of Indigent Defendants, as requested by Municipal Court. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$137,318.00.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Public Defender (1018404-638522). The original budget amount is \$137,318.00.

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- RC Public Defender MOU 2020-2021 signed (PDF)

MEMORANDUM OF UNDERSTANDING

PARTIES: This agreement sets forth the understanding between the City of Columbia (“City”) and the Fifth Circuit Public Defender (“Public Defender”) regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

BACKGROUND: The parties understand the constitutionally mandated requirement that persons who face the possibility of incarceration if convicted of a crime in Municipal Court, and who are unable to afford to hire an attorney, are entitled to the appointment of counsel.

The parties understand that Proviso 61.12 of the 2019 – 2020 Appropriations Act for the State of South Carolina requires:

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

PURPOSE: The City desires to have the Public Defender provide the representation referenced in Proviso 61.12. Public Defender desires to undertake providing this representation.

COMPENSATION: The City agrees that it will pay the Public Defender the sum of \$137,318.00 per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of \$34,329.00 due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2020, and subsequent payments will be due October 1, 2020, January 1, 2021, and April 1, 2021.

SERVICES: The Public Defender agrees that it will provide two (2) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening, and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

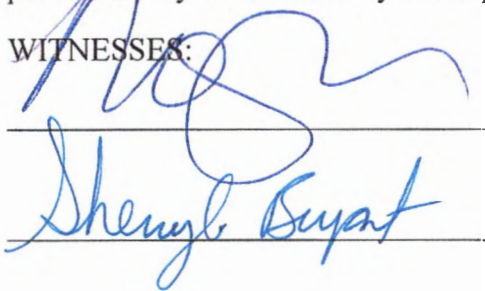
RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

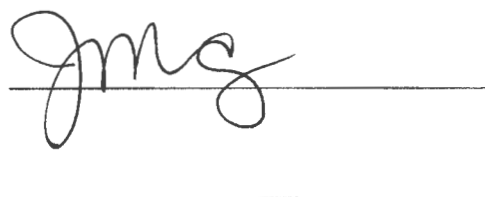
TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

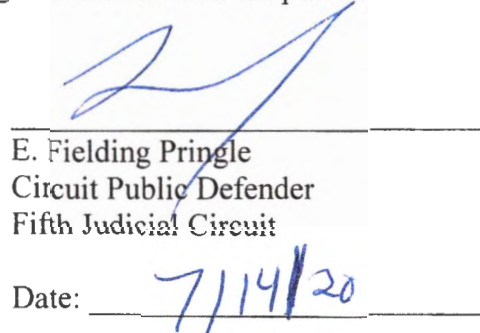
DUTIES UPON TERMINATION: The parties understand that upon termination of this agreement, City will be solely responsible for providing Indigent Defense services for summary court offenses in the Municipal Court of the City per the terms of Proviso 61.12. The parties further understand that upon termination of this agreement Public Defender will be responsible for continuing representation through the conclusion of the matter on all cases to which it was appointed prior to the termination of this agreement.

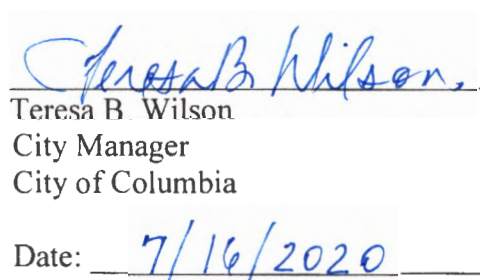
SCOPE OF AGREEMENT: This document represents the entire agreement between the parties. It may be amended by subsequent written agreement between the parties.

WITNESSES:


Sheryl Bryant


Jmg


E. Fielding Pringle
Circuit Public Defender
Fifth Judicial Circuit
Date: 7/14/20


Teresa B. Wilson
City Manager
City of Columbia
Date: 7/16/2020

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC

Attachment: RC Public Defender MOU 2020-2021 signed (6216 : Fifth Circuit Public Defender - Memorandum of Understanding)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System (MARVLIS) Software Support, as requested by the Columbia Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$75,417.90. This firm is located in Aiken, SC.

REQUISITION NO.: R207387

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services; Maintenance and Service Contract (1012402-638200). The original budget amount is \$75,417.90.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval to pay the invoice listed below for the annual maintenance period of 11/2/2020 - 11/1/2021.

MARVLIS Software and Support	
Base Price	\$75,417.90
SC State Taxes	\$0.00
PO Total	\$75,417.90

Sec. 2-204. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: (7) Procurement of information technology.

ATTACHMENTS:

- Bradshaw Invoice (PDF)

Bradshaw Consulting Services, Inc.

Please remit payment to:

2170 Woodside Executive Ct.
 Aiken, SC 29803
 TEL: 803.641.0960
 FAX: 803.641.1919

INVOICE**INVOICE NUMBER: 8686****INVOICE DATE: 9/14/2020****CUSTOMER BILL TO:**

City of Columbia
 Attn: Accounting Dept.
 PO Box 147
 Columbia, SC 29217
 AccountsPayable@columbiasc.net

CUSTOMER SHIP TO:

City of Columbia
 Police Department
 #1 Justice Square
 Columbia, SC 29201
 Ref.: PO# TBA

CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 45	ETB	11/2/2020	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
1	MARVLIS Maint...	Annual + Pro-rated MARVLIS Maintenance to cover renewal service period: 11/2/2020 - 11/1/2021 MARVLIS Software Maintenance: Deployment Monitor Seat Lic Ref.: PO# 184250 Dates: Pro-rated 5/25/2021 - 11/1/2021 (161 days)		.684	161 days	110.12
75	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 137991		7.1296	12 months	6,331.00
75	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 137991		16.3910	12 months	15,194.37
35	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 142367		6.6306	12 months	2,954.43
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Attachment: Bradshaw Invoice (6219 : Annual Maintenance Agreement for MARVLIS Software Support)

Bradshaw Consulting Services, Inc.

Please remit payment to:

2170 Woodside Executive Ct.
 Aiken, SC 29803
 TEL: 803.641.0960
 FAX: 803.641.1919

INVOICE**INVOICE NUMBER: 8686****INVOICE DATE: 9/14/2020****CUSTOMER BILL TO:**

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 45	ETB	11/2/2020	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 142367		15.9135	12 months	7,090.71
22	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P145930		6.7090	12 months	1,879.05
22	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P145930		16.3909	12 months	4,590.74
3	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P147778		6.4375	12 months	245.87
3	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P147778		15.45	12 months	590.08
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Runtime Software Re. PO# 147999		6.4375	12 months	2,704.51
Please make all checks payable to BCS.					<u>TOTAL:</u>	

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 45	ETB	11/2/2020	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147999		15.45	12 months	6,490.80
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P148240		6.4375	12 months	327.82
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P148240		15.45	12 months	786.77
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P147744		6.4375	12 months	163.91
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147744		15.45	12 months	393.39
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Attachment: Bradshaw Invoice (6219 : Annual Maintenance Agreement for MARVLIS Software Support)

Bradshaw Consulting Services, Inc.

Please remit payment to:

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 Aiken, SC 29803
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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 45	ETB	11/2/2020	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P111702		6.6306	12 months	2,954.46
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702		12.3771	12 months	5,515.00
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS AVL Secondary Server Ref.: PO# 111702		212.18	12 months	5,402.45
14	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client w/ Esri Runtimes Ref. PO# 158763		21.8875	12 months	3,787.42
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P168953		21.250	12 months	510.00
26	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169080		10.769	12 months	6,630.00
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Attachment: Bradshaw Invoice (6219 : Annual Maintenance Agreement for MARVLIS Software Support)

Bradshaw Consulting Services, Inc.

Please remit payment to:

2170 Woodside Executive Ct.
 Aiken, SC 29803
 TEL: 803.641.0960
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 Ref.: PO# TBA

CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 45	ETB	11/2/2020	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169489		21.250	12 months	510.00
1	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P170603 Please Note: Due to the COVID-19 pandemic and the hardship it has placed on so many business BCS will not be adjusting Annual Maintenance Renewal by the annual 3%increase this year.		21.250	12 months	255.00
Please make all checks payable to BCS.					<u>TOTAL:</u> \$75,417.90	

Attachment: Bradshaw Invoice (6219 : Annual Maintenance Agreement for MARVLIS Software Support)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a KWMI Diesel Easement Machine for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Southern Vac, using the North Carolina Sheriffs Association Cooperative Contract in the amount of \$59,670.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R207278

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance/Machinery & Equipment-Capital (5516205-658300). The original budget amount is \$80,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the North Carolina Sheriffs Association Heavy Equipment Bid #19-03-0504RR Vendor, Southern Vac, at the following cost plus sales tax.

KWMI Diesel Easement Machine Easement Machine	
Base Price	\$ 43,312.45
Upgrades	\$ 11,937.55
SC State Taxes 8%	\$ 4,420.00
PO Total	\$ 59,670.00

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 Cooperative Agreements.

ATTACHMENTS:

- Quote (PDF)
- NC Sheriffs Association Heavy Equipment Terms and Conditions 3.25.2020 - FINAL (PDF)



1520 Pineview Rd.
Columbia, SC 29209
Phone (803) 358-0221, Fax (803) 358-0431
Website: www.southern-vac.com

North Carolina Sheriffs
Association:
Heavy Equipment Bid:
19-03-0504RR



August 25, 2020

City of Columbia
Attn: Antonio Williams
2910 Colonial Dr.
Columbia, SC 29203

Mr. Antonio Williams,

Southern Vac is pleased to offer the **City of Columbia** the following quote on a **KWMI Diesel Easement Machine under NCSA Heavy Equipment Bid 19-03-0504RR**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Regards,

Richard Davey



Attachment: Quote (6220 : KWMI Diesel Easement Machine)

Specifications For: City of Columbia

SELF PROPELLED TRACKED POWER CARRIER SEWER CLEANER (EASEMENT MACHINE)

General Overview

This unit is a self-propelled, all terrain track type “easement” machine equipped with a high-pressure hydraulic sewer cleaner and hose reel assembly to be used in conjunction with a high-pressure hydraulic sewer cleaning machine. This machine is intended to be used to extend high pressure sewer cleaner capabilities to normal inaccessible areas such as easements, hillsides, ravines, creek beds, wooded areas and behind structures.

This machine shall be delivered complete and ready for use; all parts not specifically mentioned in this document that comprise any part of the complete unit shall conform to the highest standard of engineering practice in design, material strength, workmanship and quality of material. In addition, compliance with any and all applicable Federal, State and local regulations and standards including EPA, OSHA and ANSI is required.

DIMENSIONS

Overall Maximum Dimensions:

- 114” (inches) maximum length
- 66” (inches) maximum height
- 46” (inches) maximum width

MACHINE SPECIFICS

Propulsion and Platform:

- Self-propelled crawler type track system with 6 heavy duty track carriers on each track
- Tracks shall be 10” (inches) wide and exert a maximum ground pressure of 3.5 psi.
- Travel motors must have full system pressure and proper shaft seals to prevent external fluid leakage.
- Propulsion and maneuvering provided by 2 hydraulic motors with sprockets driving tracks.
- Units shall be capable of forward, reverse and skid turning motion including:
 - 360° (degree) turn
 - 0° (degree) turning radius
 - Variable speed of 0-5 MPH

- Unit must be equipped with removable folding ride-on platform for the operator.
 - Platform must be capable of tilting 35° (degrees)
 - Hose reel shall be capable of being easily removed from the platform to facilitate materials hauling.
 - Hose reel hydraulics must be equipped with a quick disconnect system

Safety Hose Reel and Frame:

- Hose reel:
 - Designed to withstand maximum working pressure
 - Designed to prevent hose damage
 - Designed with ¼" steel flange
 - Capacity of 750' of 1" hose (**Includes 1"x600'x2500psi Cobra Hose**)
 - Reel is driven by hydraulic motor
 - Equipped with a hose guide and footage counter
 - Equipped with inlet hose shutoff valve and pressure gauge

Frame Construction:

- Frame is constructed of heavy-duty steel tubing.
- The frame shall be capable of supporting the operating weight of the machine.

Engine/Electrical:

- Engine is an air-cooled **Diesel**
- Engine electrical system is 12-volt DC and has charging system for battery.
- Starting switch is a key switch.
- Engine is equipped with low oil shut down and manual fuel shut off valve.
- Engine oil filters are spin on type.
- Engine fuel filter is spin on for the Gas machine.
- Engine has an easy access oil drain plug.

Operating Controls:

- All gauges and switches are located on the control panel with easy access for operator.
- Gauges are hour meter on gas machine and diesel has an hour, oil and water temperature gauge.
- Engine has controls appropriate to the internal combustion engine use (throttle, choke, etc)
- Control panel has safety and operation labels in full site of operator.

Hydraulic System:

- Hydraulic tank is 7 gallons
- Hydraulic hose and fittings have a SAE 100R2 pressure rating
- Auxiliary hydraulic pump has 4-10 GPM
- Hydraulic system has a 10-micron spin on filter
- Hose reel has a flow control to adjust speed of reel
- Hose reel is equipped with quick connect couplings

Additional Options Included:

- 1"x600'x2500psi Cobra Hose
- Tiger Tail
- 1"x10' Leader Hose
- Overhead Safety Lights
- Transporter State Body Panels
- Tilt Bed



NCSA Base Module Total Price: **\$45,592.05**

NCSA 5% Discount Price: \$43,312.45

NCSA Base Accessories Price: **\$12,699.52**

NCSA 6% Accessories Discount Price: \$11,937.55

NCSA Total Price: \$55,250.00

*Price good for 30 days

Key

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Attachment: Quote (6220 : KWM Diesel Easement Machine)

Customer Signature: _____

Date: _____

Southern Vac Representative: _____

Date: _____


rausch_{USA}

Titan LEAF™
SOLUTIONS


APPROVED AS TO FORM

Legal Department City of Columbia, SC

9/15/20

Attachment: Quote (6220 : KWWI Diesel Easement Machine)



North Carolina Sheriffs' Association Heavy Equipment Procurement Program

Solicitation for Bids and Contract Terms and Conditions

Post Office Box 20049
Raleigh, North Carolina 27619
Main Number – 919-743-7433
Facsimile – 919-783-5272

Contact:

Jason Bennett
Director - Business Development
919-459-8195
jbennett@ncsheriffs.net

Kaylyn Mitman
Cooperative Bid Coordinator
919-459-6471
kmitman@ncsheriffs.net

03.25.2020

North Carolina Sheriffs' Association Heavy Equipment Procurement Program – Solicitation for Bids and Contract Terms and Conditions

Section I

Pre-Bid Procedures

1.0 PURPOSE

The North Carolina Sheriffs' Association (NCSA) invites interested vendors, including Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The NCSA will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this solicitation for Bids is to establish a contract with manufacturer's authorized dealers for the purpose of providing current model year Heavy Equipment on a "no trade-in basis."

Trade-ins are not addressed in this contract. If a Customer has a desire to offer Heavy Equipment for trade to the dealer, the Customer and dealer or Contractor may do so at their sole discretion, separate and apart from this contract.

1.1 DEFINITIONS

The following terms are defined as the follows:

- a) Heavy Equipment Procurement Program (HEPP) – A program managed by the NCSA for the purpose of providing public procurement of quality goods to support effective and efficient government ensuring the prudent use of public funds. The primary goals of the HEPP are:
 - Providing efficient delivery of products and services;
 - Obtaining best value through competition;
 - Offering fair and equitable competitive contracting opportunities for suppliers; and
 - Maintaining public confidence through ethical and transparent procurement practices.
- b) Contract Administrator – The NCSA employee who is responsible for administering the contract solicitations and administration process for the Heavy Equipment Procurement Program.

North Carolina Sheriffs' Association Heavy Equipment Procurement Program – Solicitation for Bids and Contract Terms and Conditions

- c) Cooperative Bid Coordinator – The NCSA employee who is responsible for the day to day operations of the Heavy Equipment Procurement Program.
- d) Contractor – The Bidder that has been awarded a contract and agrees to sell Heavy Equipment under the requirements, specifications and terms and conditions of this agreement, to eligible Customers, as defined herein.
- e) Customer – An eligible Customer as defined in Section 1.2.
- f) Bid – A competitive Bid procedure initiated through the issuance of a solicitation for Bids. The term “Bid” as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- g) Bid Title – The Bid title consists of the Bid number assigned to each contract term by the NCSA.
- h) Bidder – The entity that submits a Bid and documentation to the NCSA Contract Administrator in accordance with the terms and conditions contained herein.
- i) NCSA Heavy Equipment Specification Notebook – A resource notebook provided to dealers that contains all Bid-eligible Heavy Equipment specifications during the existing contract term.
- j) Factory – The manufacturer or assembly line for Heavy Equipment.
- k) Dealer Option – A product or service provided by the dealer or third party but not the factory.
- l) Add Option – A product or service provided by the Heavy Equipment manufacturer.
- m) Fleet Final Order Date – The model year cutoff date by which Heavy Equipment must be ordered as set forth by the manufacturer.
- n) SubContractor or 3rd Party – An individual or business that contracts to perform part or the entirety of another individual or business's contract.
- o) MSRP – The manufacturer's suggested retail price, which represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the pricer.

North Carolina Sheriffs' Association Heavy Equipment Procurement Program – Solicitation for Bids and Contract Terms and Conditions

- p) Total Recognized MSRP – Occurs when an NCSA requested option does not exist on the base model of the piece of Heavy Equipment as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested NCSA option content. The Total Recognized MSRP is calculated as the differential between the dealer costs on the representative base piece of equipment versus total MSRP of the requested NCSA option modifying the piece of heavy equipment.
- q) Price List – Also referred to as a "Lot Sheet," is an NCSA authorized alternative to a submitted bid for NCSA determined heavy equipment specifications. A Price List consists of the following required information: list price of base unit, the dealer's percentage discount on equipment, percentage discount on attachments and accessories, and percentage discount on all pieces of heavy equipment within each pre-established lot.
- r) Attachments – Items that increase or add to the performance of the equipment. For example, side mower or hook lift.
- s) Accessories – Items added to the piece of equipment which provide comfort or value, not relating to the performance or functionality of the equipment. For example, air conditioner or seat material.

1.2 ELIGIBLE CUSTOMERS OF HEPP

The HEPP is available to any and all units of local governments/political subdivisions including, but not limited to, county, local county board of public instruction, municipalities, other local public or public safety agencies or authorities, and any private university and college.

The HEPP is available to any and all units of local government/political subdivisions inside and outside the state of North Carolina.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Contractor's and Bidders are governed by their manufacturer's agreement. See also Section 1.4 FUNDING.

1.3 TERM OF CONTRACT

If awarded, a contract shall remain in effect until the next official NCSA contract is awarded. A contract may be renewed by mutual agreement between the

North Carolina Sheriffs' Association Heavy Equipment Procurement Program – Solicitation for Bids and Contract Terms and Conditions

NCSA and the Contractor, at the sole option and discretion of the NCSA, for up to two additional consecutive years, on a year to year basis.

Contract extensions will only be executed when conditions indicate it is in the best interest of the NCSA and the Customers.

In the event that the NCSA submits a request for Price Lists from interested dealerships the term of each qualified, submitted Price List shall remain in effect until the next official Price List has been released by the NCSA.

In the event that a contract is continued beyond the term provided by mutual consent the contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

1.4 FUNDING

Funds expended to a Contractor by a Customer pursuant to this contract must be allocated by the individual Customer for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty if such funds are not allocated.

1.5 COMMUNICATIONS

Communications between a Bidder, it's representative(s) and NCSA are limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the NCSA Contract Administrator no later than five (5) calendar days prior to the scheduled Bid opening date.

During this solicitation for Bids period, all questions/communication will only be accepted in writing made directly to the NCSA Contract Administrator. All questions and communications, and their associated responses will be posted to the NCSA Procurement website.

The NCSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for submitting a Bid.

Bidders should not rely on representations, statements, or explanations other than those made in this solicitation for Bids or in any written addendum to this

North Carolina Sheriffs' Association Heavy Equipment Procurement Program – Solicitation for Bids and Contract Terms and Conditions

Bid. Bidders should verify with the NCSA Contract Administrator prior to submitting a Bid that all addenda have been received.

1.6 REFERENCES

If requested by the NCSA, Bidders shall furnish the names, addresses, and telephone numbers on company letterhead of a minimum of five (5) firms or government organizations for which the Bidder is currently providing or has provided similar services. Two (2) of the references must be government related.

A Bidder participating for the first time in government fleet sales/Bidding may be considered exempt from this requirement if they can demonstrate to the satisfaction of the NCSA Contract Administrator that they have the appropriate facility, staffing, and financial resources to support the contract should they receive an award. See Section 1.7 Bidder Qualifications.

All references must be received by the NCSA no later than five (5) business days from the deadline to submit electronic Bids.

1.7 BIDDER QUALIFICATIONS

In order for Price List Submissions to be considered, new Bidders to the NCSA's Heavy Equipment Procurement Program must submit with their Price List Submissions, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the Bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had sustained claims filed against the Bidder or the Bidder's firm; and has provided similar type products or services previously. The evidence also will consist of listings of contracts for similar products or services that have been provided to public and private sector clients within the last three (3) years, and letter(s) from the manufacturer that the Bidder is an authorized distributor for the proposed manufacturer. See Section 1.12 Submittal of Bid.

1.8 LATE BIDS

At the time, date, and place indicated in the published Bid Calendar, all submitted entries to the NCSA Heavy Equipment Price List will be opened. Any Price List entries received after the time and date specified will be rejected by the NCSA. An electronic Bid is considered received by the NCSA when a Bidder submits

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their Price Sheet entries to the Cooperative Bid Coordinator via email. All electronic Bids are final at the date and time specified on the Bid Calendar. A paper Bid is considered received by the NCSA when the Bid is stamped received by the Cooperative Bid Coordinator. For the purpose of a timely Bid, the Bid entered via email at the time bidding closes for the Solicitation to Bid controls.

The responsibility for submitting Price List entries before the stated time and date deadline is solely and strictly the responsibility of the Bidder. The NCSA is not responsible for delays caused by mail, courier service, including US Mail, or any other occurrence.

1.9 COMPETITIVE FIXED PRICE BIDDING

This competitive process provides multiple sources of supply based on a pre-set maximum price which the Customer will pay. Contracts will be awarded to responsive and responsible bidders. Any Price Sheet entries received that do not meet solicitation requirements will be considered non-responsive.

All Price Lists will utilize this method of bidding.

1.10 SEALED BIDS

All documents listed in section 1.12 of this document, as well as any other pertinent documents, must be returned to and stamp-filed by the Cooperative Bid Coordinator in order for any and all Price List entries to be considered for award. All Price List entries are subject to the terms and conditions specified herein.

All Price List entries must be submitted with the attached Specifications and Bid Form (NCSA Form 1) and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND ONE (1) COPY of the Bid package, and all required submittal information, must be returned, properly completed, in a sealed envelope.

All Bid forms must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc) in ink by a dealer principal and an employee who has the authority for Bid submission, if such employee is not a dealer principal. Unsigned Bids will be rejected.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the NCSA (NCSA), Attn: Kaylyn Mitman, Cooperative Bid Coordinator, Post Office Box 20049, Raleigh, North Carolina 27619.

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1.11 NCSA COMMISSION FEES FOR ALL SPECIFICATIONS

Dealers must include a three quarters of one percent (.0075) commission fee in their base Bid prices, and their quotes and pricing for all additional equipment items (options), excluding any state regulated fees including tags. The three quarters of one percent fee will be incorporated into, and made a part of, the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new Heavy Equipment or equipment, excluding trade-ins. Trade-ins and other exchanges will not reduce or impact the NCSA Commission fee calculation. No other commission fee(s) will be applicable to any transaction relative to the contract.

1.12 SUBMITTAL OF BID AND PRICE LIST

Price List entries must be submitted as an excel file via email to kmitman@ncsheriffs.net. Bidders must also submit a hard copy of all Price List entries to the NCSA with all appropriate attachments. Hard copy bid submissions may be submitted on a flash drive.

If a paper Bid is received without a corresponding electronic Bid, the Bid package will be rejected.

Each Bidder is responsible for ensuring that his or her Lot Sheet entry(s) is submitted before the deadline outlined in the Bid Calendar. Late Bids will not be considered. If an electronic Bid is not submitted by the date and time specified on the Bid Calendar, the Bid is rejected. If the electronic Bid is submitted on time, but the paper Bid is not stamped received by the date and time specified on the Bid Calendar, the Bid is rejected. See Section 1.8 Late Bids.

In addition to submitting the Price List via email, one original copy (includes divider tabs) of the Bid package in a 3-ring VIEW binder (not a report folder) must be delivered to:

Kaylyn Mitman
Cooperative Bid Coordinator
North Carolina Sheriffs' Association
Post Office Box 20049
Raleigh, North Carolina 27619

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The Specifications and Bid Form, available on the NCSA website, must be completed with the dealership name, contact person signature, telephone number and mobile phone number. The cover sheet must be placed in the front cover sleeve of the 3-ring binder.

Separate Bid packages must be submitted for each individual dealership for which a Bid and/or Price List was submitted. If a dealership is submitting entries on separate pieces of heavy equipment from different manufacturers, the dealership must submit separate Bid packages for each manufacturer. The Bid package must include:

- Specifications and Bid Form
- A printed copy of the submitted Price List
- Solicitation for Bids and Terms and Conditions Signature Page. Bidder must complete the Signature Page in its entirety, and must indicate by signature on the form that the Bidder has read and understands the provisions contained in this Solicitation for Bids.
- The paper version of the Bid package must be received by the NCSA by the date and time specified in the Bid Calendar. The Bid will be considered received when it is stamped as received by the Cooperative Bid Coordinator. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the Bid. See 1.8 Late Bids.
- By virtue of its Bid submission, Bidder acknowledges its obligation to sell Heavy Equipment for which the dealer is awarded.

1.13 BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

All Price Sheet entries will be opened at the date, time, and place indicated in the Bid Calendar and will be evaluated thereafter. Although entries and corresponding prices will not be read aloud, Bidders may attend, but it is not a requirement.

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The NCSA Cooperative Bid Coordinator will electronically post the initial Bid tabulation results.

If the posting of the initial NCSA Heavy Equipment Lot Sheet is delayed, the NCSA Cooperative Bid Coordinator will post a notice of the delay on the NCSA website and will give a revised date for posting.

1.14 BID EVALUATION CRITERIA

Eligible responsive entries will be evaluated to determine if all contract Bid requirements are met. Lot Sheet entries that do not meet all contract requirements of this solicitation, or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

A Bidder must have the necessary facilities, personnel, and expertise, and must be prepared, if requested by the NCSA Contract Administrator, to present evidence of such experience.

The NCSA Contract Administrator reserves the right to investigate or inspect at any time during the Bid award process, and the contract period, whether the product, qualifications, or facilities offered by the Bidder meet the contract requirements.

Bidders, whose Bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as nonresponsive. In determining past performance, the NCSA Contract Administrator will give consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The NCSA Contract Administrator may use discretion in determining which entries meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

The NCSA Contract Administrator may use discretion in accepting or rejecting any and all entries, or separable portions thereof, in whole or in part; and/or make or limit awards either as individual items or as a total combined Bid; and to waive any minor irregularities, technicalities, or omissions if determined that doing so will serve the best interest of the Customer irrespective of the lowest Bid. The NCSA Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents.

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1.15 BASIS FOR AWARD

Bidders who routinely demonstrate deficiencies in providing satisfactory customer service per the NCSA's discretion during a contract period prior to the issuance of this Bid, may have their Bid rejected in this Bid cycle. In cases where the manufacturer is at fault, the dealer must provide evidence of timely communication to the complainant and to the NCSA.

Bidders are hereby advised that the NCSA Contract Administrator may use discretion in rejecting any Bid proposal not considered to be competitive in nature based on the best pricing information available.

Bidders must offer percentage discounts for equipment, attachments, and accessories. The percentage discount amount on attachments and accessories may be different from the percentage discount on equipment in the same lot, but must meet the required minimum discount described herein.

For the purpose of the program's Terms and Conditions attachments and accessories are defined as follows:

Attachments: items that enhance or contribute to the performance of the piece of equipment. An example includes, but is not limited to, side mowers.

Accessories: Items that are added to equipment that provide user comfort or aesthetic value, but do not enhance or contribute to the performance or functionality. Examples include, but are not limited to, radios, air conditioning, etc.

All bids submitted via Fixed Price Bidding will be made to all responsive and responsible bidders. Awards may be made to more than one bidder. When only one response is received, the notice of Intent to Award and the delay of award may be waived.

1.16 TAX EXEMPTIONS FOR CUSTOMERS

All state and federal tax exemptions applicable to the units of local governments of the State of North Carolina will apply. It is the Customer's responsibility to comply with any federal, state, and local tax requirements.

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1.17 TAX EXEMPTIONS FOR NCSA

The NCSA is a 501(c)(3) organization and exempt from all Federal Excise and State Taxes. The association's tax id number is 56-1079943.

1.18 FACILITIES

The NCSA Contract Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation for Bids period and the term of any awarded contract.

1.19 SPECIFICATIONS

All Heavy Equipment listed in the NCSA Heavy Equipment Specifications Price Sheet shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All Bidders will be required to submit a price list on the models listed in each designated specification or designated lot. A minimum 6% discount off the base price, attachments, and accessories is also required.

Model upgrades and/or downgrades are eligible for purchasing off of the NCSA Heavy Equipment Procurement Program. The percent discount offered off the list price of the base unit will be the same discount offered off the base price of the model upgrade and/or downgrade.

All heavy equipment offered to satisfy a solicitation for Bids must be designed, constructed, and installed to be fully suitable for their intended use and service.

All current contract year heavy equipment specifications can be found on the NCSA Heavy Equipment Price Sheet.

1.20 FACTORY ORDERED OPTIONS

All factory ordered options are to be "original equipment manufacturer (OEM) and factory installed" unless otherwise noted by the Contractor and acknowledged in

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writing by both the Contractor and the Customer. Verbal agreements will not be recognized.

1.21 FEDERAL AND STATE HEAVY EQUIPMENT MANUFACTURING STANDARDS

In addition to the equipment set out by the specifications listed in the NCSA Price Sheet, Heavy Equipment shall be equipped with all standard equipment as specified by the manufacturer for this model. All Heavy Equipment offered to satisfy this solicitation for Bids must comply with all Environmental Protection Agency emission standards, federal safety standards as established by the US Department of Transportation, National Highway Transportation Safety Administration.

1.22 EXECUTION OF BID

Price Lists must contain a manual signature of the dealer principal and an authorized representative when applicable in the space provided on the Solicitation for Bids and Contract Terms and Conditions Signature Page. Failure to properly sign and submit the Solicitation for Bids and Contract Terms and Conditions Signature Page will invalidate the Bidder's submission and it shall NOT be considered for award. All Bid forms must be completed in pen and ink or typewritten.

Heavy Equipment specifications CANNOT be changed or altered in any way. Altered Bids will not be considered after the allowed time period closes for Price Sheet entries. If a clarification of the submitted Bid is required, the request for clarification shall be in letter form, signed by the Bidder(s) and attached to the Bid.

1.23 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices, Price Sheets, extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

1.24 CONDITION AND PACKAGING

Any item offered or shipped as a result of a Bid award shall be the latest, new, and current model offered (most current production model at the time of this Bid). All shipping containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

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1.25 INTERPRETATIONS

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to Jason Bennett, NCSA Director of Business Development, at Post Office Box 20049, Raleigh, North Carolina 27619 or by email to jbennett@ncsheriffs.net.

1.26 BID OPENING

All Price Sheet entries shall be opened and read on the date, time and place specified on the Bid Calendar, although prices will not be read aloud. All Price Sheet entries received after that date and time shall be returned, unopened.

1.27 GOVERNING LAW

All questions with respect to the construction, performance, and enforcement of these terms and conditions, and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of North Carolina. Any legal action taken or to be taken by any party regarding these terms and conditions or the rights and liabilities of the parties hereunder shall be brought only before a court of competent jurisdiction located within the State of North Carolina.

1.28 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and hold harmless the NCSA and its employees from liability of any nature or kind, including cost and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the NCSA.

If the Bidder uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.29 ANTI-DISCRIMINATION

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

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1.30 AMERICANS WITH DISABILITY ACT (ADA)

To request ADA material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any NCSA-sponsored proceeding, please contact Jason Bennett, NCSA Director of Business Development, at 919-459-8195 or jbennett@ncsheriffs.net.

1.31 MINORITY BUSINESS ENTERPRISE (MBE)

The NCSA policy is that MBEs shall have the opportunity to participate in competitive Bids. Such process would be for supplying goods and services to the Customers.

1.32 QUALITY

All materials used for the manufacture or construction of any supplies or equipment covered by this Bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade of workmanship per NCSA discretion.

1.33 FACILITIES

The NCSA reserves the right to inspect the Bidder's facilities at any time with a two week (calendar days) prior written notice.

1.34 REQUESTS FOR CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

In case of doubt as to the meaning or intent of any items contained in the specifications, inquiry should be made to the NCSA Contract Administrator five (5) calendar days via e-mail. Telephone clarifications will not be accepted, and no clarifications will be accepted after the date listed in the Bid Calendar. ALL requests for clarification from Bidders and NCSA responses will be posted on the NCSA website by the date listed on the Bid Calendar.

The submission of a Price Sheet entry presumes the Bidder thoroughly understands the terms and the specifications.

If any person contemplating submission of a Price Sheet entry under this Solicitation for Bids is in doubt as to the meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the NCSA at least

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five (5) calendar days prior to the scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any questions or clarifications concerning this Solicitation for Bids and Contract Terms and Conditions shall be submitted in writing by mail or facsimile to the NCSA, Business Development, Post Office Box 20049, Raleigh, North Carolina 27619 or by email to jbennett@ncsheriffs.net with the Bid Title referenced on all correspondence.

Any interpretations will be made only by Addendum issued by the NCSA Contract Administrator. All addendums will be posted on the NCSA website.

There are two types of addendums, informal addendums and formal addendums. Informal addendums are issued to provide minor clarification or minimal changes to the Bid. An example of an informal addendum would be making a grammatical change to the Solicitation for Bids and Terms and Conditions. A formal addendum will be issued when substantive changes are made to the specifications or Bid process that will impact the technical submission of the Bids. An example of a formal addendum would be when a model is deleted from the specifications. In the event of conflict with the original contract documents, the addendum shall govern all other contract documents that relate to that issue. Subsequent addendums shall govern prior addendums on the same issue.

All Bidders will be required to acknowledge any formal addendums by signing in the space provided on the formal addendum and including the signed acknowledgement along with the Bidder's Bid package. Failure to acknowledge receipt of addendum by a Bidder will deem its Bid non-responsive; provided, however, that the NCSA may waive this requirement in its best interest. The NCSA will not be responsible for any other explanation or interpretation made verbally or in writing by any other NCSA representative.

1.35 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/ or services as described in this Bid.

Bidders must be able to demonstrate a satisfactory record of performance for a reasonable period of time per NCSA's discretion, and have sufficient financial support, equipment and organization to ensure they can adequately execute the services if awarded a contract under the terms and conditions herein stated.

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The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the NCSA.

The NCSA may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the NCSA in making the award in the best interest of the NCSA.

The NCSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the NCSA may also require information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the NCSA through the designated representative. Any conflicts between this information provided by the source of supply and the information obtained in the Bidder's Bid which is contrary to or would alter a specification may render the Bid non-responsive.

1.36 DETERMINATION OF AWARD

Price Sheets - Multiple awards will be made however awards will only be made to the most responsible and responsive bidder(s) for each manufacturer's product line offered.

In determining the best Bidder, in addition to price, the following criteria will also be considered:

- The ability, capacity, and skill of the Bidder to perform the Contract
- Whether the Bidder can perform the Contract within the time specified, without delay or interference
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder
- The quality of performance of previous contracts
- The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract

1.37 LAWS, PERMITS AND REGULATIONS

The Bidder shall obtain and pay for all licenses, permits, and inspection fees required for this project; and shall comply with all laws, ordinances, regulations, and requirements applicable to the work contemplated herein.

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1.38 ELIMINATION FROM CONSIDERATION

A contract shall not be awarded or Price Sheet disclosed to any person or bidder who is in arrears to the NCSA for any debt, or taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the NCSA.

1.39 WAIVER OF INFORMALITIES

The NCSA reserves the right to waive any informalities or irregularities in this Bid solicitation.

1.40 COLLUSION

Related parties mean Bidders, or the principals thereof, which have a direct or indirect ownership interest in another Bidder for the same contract, or in which a parent company or the principals thereof of one (1) Bidder has a direct or indirect ownership interest in another Bidder for the same contract.

Bids from Related Parties – Where two (2) or more related parties each submit a Bid for any contract, such Bid or Bids shall be presumed to be collusive. Bids found to be collusive shall be rejected.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such Bids.

Bidders who have been found to have engaged in collusion will be suspended for a minimum of one contract year. The Bidder may be permanently barred if collusive Bidding occurs more than once in a five year period. Any contract resulting from collusive Bidding may be terminated for default.

Dealerships and their representatives may submit multiple Bids without conflict of collusion as long as the Bid submitted is not from the same manufacturer and product line.

1.41 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the NCSA.

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1.42 SIGNED BID CONSIDERED AN OFFER

The signed contract between the NCSA and the Contractor shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval and award by the NCSA. In case of default on the part of the Contractor after the acceptance of the Bidder's offer, the NCSA may procure the items or services from other sources and hold the Bidder or Contractor responsible for any excess cost occasioned or incurred thereby.

1.43 DELIVERY TIME

Each contractor will provide the customer with the most accurate timeline for delivery. It is incumbent on the contractor to provide the customer the estimated date for delivery at the issuance of the initial purchase order.

1.44 RIGHT TO AUDIT

The Bidder and Contractor must establish and maintain a reasonable accounting system that enables the NCSA to readily identify the Bidder's and Contractor's fleet sales.

The NCSA, and its authorized representatives, shall have the right to audit, examine, and make copies of, or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract or agreement. Similarly, all government sales and potential eligible Customers' information will be available for review and kept by or under the control of the Bidder and Contractor, including, but not limited to, records kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

The Contractor, shall, at all times during the term of a contract and for a period of three (3) years after the completion of a contract, maintain the above referenced records, together with supporting or underlying documents and materials. The

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Contractor shall at any time during the three (3) year period, whether during or after completion of this contract, and at Contractor's own expense make these records available for inspection and audit (including copies and extracts of records as required) by the NCSA when requested. The records shall be made available to the NCSA (subject to a three day written notice) during normal business hours.

NCSA, at its option, may select the Bidder's and Contractor's office or place of business or an offsite location for the audit. The NCSA may also allow the Bidder and Contractor to provide financial records, together with the supporting or underlying documents and records, via email or telephone for audit at a time and location that is convenient for the NCSA.

The Bidder and Contractor shall ensure the NCSA has this same right of access to information with Bidder's and Contractor's employees, agents, assigns, successors, and subcontractors. The obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Bidder and Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Bidder's and Contractor's obligation to the NCSA.

The costs of any audits conducted under the authority of this right to audit, if not addressed elsewhere, will be borne by the NCSA unless certain exemption criteria set forth below are met. If the audit identifies underreporting, overpricing, or overcharging (of any nature) by the Bidder and Contractor to the Customer in excess of three (3%) of the total contract billings, the Bidder and Contractor shall reimburse the NCSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, the NCSA may recoup all of the costs of the audit work from the Bidder and Contractor.

Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Bidder's and Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the NCSA's findings to the Bidder and Contractor.

1.45 MODIFICATION/WITHDRAWALS OF BIDS

A Bidder may submit a modified Price Sheet entry to replace all or any portion of a previously submitted Price Sheet up until the due date and time when the Bid period closes for Bids. No modifications will be accepted after the Bid due date

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and time. No modified entry submitted after the Bid due date and time of the paper Bid will be considered.

Bids and Price Sheets shall be irrevocable after three (3) business days from the date and time of the Bid due date when the Bid period closes. Bids cannot be modified after the Bid period closes, but can be withdrawn in writing within three (3) business days after the Bid period closes. After the expiration of the three (3) day period, all entries are final. If a contract is not awarded within 120 days from the opening of the Lot Sheet entry, any Bidder may withdraw their entry.

Letters of withdrawal received outside of the timeframe listed above will not be considered.

The Bidder warrants by virtue of Bidding the quoted prices in their entry response, that the prices will be good throughout the Bidding and contract award period.

1.46 EXCEPTIONS TO BID

Should a proposed Price Sheet entry not be able to meet one (1) or more of the requirements set forth in this Solicitation for Bids, and the Bidder is proposing alternatives to said requirements, the Bidder must notify the NCSA Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of Bids. The NCSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of Bids and/or Price Sheets.

1.47 METHOD OF AWARD

The NCSA reserves the right to make multiple awards if deemed in the best interest of the NCSA. See Section 1.15 Basis for Award (specific to Heavy Equipment).

1.48 AMENDMENTS TO SOLICITATION DOCUMENTS

The Contract Administrator retains the right to issue amendments to the Solicitation for Bids as appropriate and necessary. Notice of any amendment will be posted on the NCSA website. Bidders are responsible for monitoring the NCSA website for new or updated information concerning the Bid.

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1.49 AMENDMENTS TO CONTRACTS

The Contract Administrator retains the right to add or delete any items from a Lot Sheet entry or resulting contract(s) when deemed to be in the best interest of the NCSA and the participating eligible Customers.

1.50 SPECIFICATION AND LOTS EXCEPTIONS, OMISSIONS OR ERRORS

Specifications and lots are based on the most current manufacturer literature available. Bidders should immediately notify the Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and submitted prior to the request for clarification deadline.

Bidders are required to indicate in their Lot Sheet entries those options which require additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special Conditions must be used.

Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all cost required to bring the Heavy Equipment into compliance with the contract specifications.

1.51 FINANCIAL RESPONSIBILITY

The Bidder affirms by his or her signature on the contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Bid, and has the adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this Bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award. In assessing financial responsibility, Contractor shall consider items such as the specifications Bid, and the quantity of specifications Bid, as well as timing of payment from Customers, which can be 45 days from receipt of invoice.

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- Assumes full responsibility that all Heavy Equipment delivered to the Customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

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Section II

Post Bid Award Procedures

2.0 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to Protest – Any Bidder who is aggrieved in connection with the solicitation for Bids or contract award may protest to the Contract Administrator or his or her designee. Protests will be evaluated and resolved under the process set forth below:

- (1) Any protest concerning the Bid specifications, requirements, and/or terms must be made within five (5) business days (for the purpose of this section “business day” means a day other than Saturday, Sunday, or a national holiday) prior to the Bid period opening for Bids. Such protest must be made in writing to the Contract Administrator, or his or her designee, via electronic communication (such as facsimile transmission and/or email) and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest Bid specifications, requirements, and/or terms is a waiver of the ability to protest the specifications, requirements, and/or terms.

The protest will be submitted to the Contract Administrator for consideration. The Contract Administrator will consider and rule on the protest. The opening of the Bid period for Bids will not be delayed, absent extraordinary circumstances, due to the protest. The determination of the Contract Administrator is final and binding.

- (2) Protests challenging the award of the contract must be made in writing within two (2) business days following the release of the Bid Award Announcement. This award protest will be submitted to the Contract Administrator or his or her designee. All Bidders will be notified in writing (which will be transmitted by electronic communication and through the NCSA website) of any protests following the release of the Bid Award Announcement.

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Protests must state the particular grounds on which it is based and shall include all pertinent documents and evidence. No Bid protest will be accepted unless it complies with the requirements of this section.

The Bid Award protest will be immediately forwarded, with all supporting documentation, to the Contract Administrator. The decision of the Contract Administrator will be based solely on the written protest and all accompanying documents. The Bid Award execution of the contract will not be delayed by the consideration of the Contract Administrator.

- (b) Decision and Appeal Procedures – The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision by electronic communication promptly after the decision is made.
- (c) Distribution – A copy of each decision by the Contract Administrator shall be mailed by certified mail, immediately after a decision is made, to the protestor.
- (d) Stay of Procurements During Protest – In the event of a timely protest under this section, the Contract Administrator shall not proceed further with the award pursuant to such Bid unless a written determination is made by the Contract Administrator that the award must be made without delay in order to protect the RTPP.
- (e) Once the bid award protest has been resolved by the Contract Administrator, the Cooperative Bid Coordinator shall promptly issue a decision by electronic communication. The decision shall specifically state the reasons for the action taken.

2.1 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the Contractor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, contracts, or stipulations material to the agreement, the NCSA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice as to the successful Bidder of the written termination notice.

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In that event, the Customer shall compensate the Contractor in accordance with the agreement for all services performed by the Bidder prior to termination, net of any costs incurred by the Customer as a consequence of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any breach of the agreement by the Contractor, and the Customer may reasonably withhold payments to the Contractor for the purposes of set off until such time as the exact amount of damages due to the Customer from the successful Bidder is determined.

All reprourement cost may be charged against the defaulting Contractor and may result in immediate removal from the RTPP.

2.2 WARRANTY OF AUTHORITY

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

2.3 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the successful Bidder is awarded a contract under this Bid solicitation, the prices quoted by the successful Bidder on the Bid forms shall remain fixed and firm during the term of the contract unless determined by the Contract Administrator that a change in price is in the best interest of the HEPP. If the price is increased on a piece of Heavy Equipment during one contract year, the price cannot be changed again during the same contract year.

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Section III

Post Award Performance

3.0 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the matter will be referred to the Contract Administrator and his/her decision shall be final and binding on both parties.

In the event of a conflict between the Bid documents, the order of priority of the Bid documents shall be as follows: Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid with the latest Addendum taking precedence; then the Bid; then the Awardee's Bid.

3.1 CANCELLATION

In the event any of the provisions of a contract are violated by the Contractor, the Contract Administrator shall give written notice of the deficiencies to the Contractor giving the Contractor ten (10) business days after receipt of written notice to correct the deficiencies. If the deficiencies are not corrected, the Contract Administrator will immediately cancel the contract.

3.2 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

3.3 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the NCSA.

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3.4 TERMINATION FOR CONVENIENCE OF THE NCSA

The NCSA, for its convenience, can terminate a contract, in whole or part, without cause by giving written notice to the Contractor of such termination, which shall become effective 180 days following receipt by the Contractor of such notice.

If a contract is cancelled, all documents related in any way to the Bid and/or any Price Sheet entry will be provided to the NCSA. All Heavy Equipment and materials shall be disposed of by agreement between Contractor and Customer.

The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any lost profits that the Contractor expected to earn on the balance of the agreement or cancellation charges.

Any payments to the Contractor shall be only to the total extent of the Customer's liability for goods or services delivered prior to the date of notice to terminate the contract.

3.5 INSURANCE AND INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the NCSA, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the NCSA, and participating agencies.

The NCSA and any participating agencies will give the Contractor written notice of any legal action or threatened legal action and the opportunity to take over and settle or defend any such action at the Contractor's sole expense. Contractor shall not be liable for any cost, expense or compromise incurred by the NCSA, or participating agencies in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

The Contractor shall be responsible for his or her work and every part thereof, and for all materials, tools, appliances and property of every description, used in

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connection with this particular project. He or she shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

The Contractor, at all times during the full duration of work under this contract, including extra work in connection with this project, shall meet the following requirements:

- Maintain automobile liability insurance including property damage covering all owned, non-owned, or hired automobiles and equipment used in connection with the work.
- No change or cancellation in insurance shall be made without thirty (30) days advance written notice to the Contract Administrator.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and these companies must have a rating of at least a B+: VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein shall be filed with and approved by the Contract Administrator before work is started.
- The certificate must state the Bid number and title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Contractor are considered the primary coverage to any insurance or self-insurance the NCSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for

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payment of deductibles by the insured. The adequacy of the fund must be approved by the NCSA's Contract Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The Contractor hereby agrees to indemnify and hold harmless the NCSA, a 501(c)(3) corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 per occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 per occurrence in accordance with the insurance requirement set out in the specifications of solicitations for Bids. This agreement includes costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Contractor, his agents, servants, or employees, or through the mere existence of the project under contract."

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the NCSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Contractor will notify his or her insurance agent without delay of the existence of the Hold Harmless Agreement contained within, and furnish a copy of the Hold Harmless Agreement to the insurance agent or carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits (as referred to in NCSA Form 3) for the sole purpose of protecting the NCSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Contractor will secure and maintain garage, commercial general liability and automobile liability policies of subcontractors. All policies shall be made available to the NCSA upon demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying of insurance and furnishing copies of the insurance policies shall not relieve the Contractor and all subcontractors of their liabilities and obligations under any section or provisions of this contract. Contractor shall be as fully responsible to the NCSA and the Customer for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

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Insurance coverage required in the specifications shall be in force throughout the contract term. Should any Contractor fail to provide acceptable evidence of current insurance within seven days of receipt of written request at any time during the contract term, the NCSA shall have the right to consider the contract breached and terminate the contract.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for an additional insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, additional insured's hereunder shall be considered members of the public.

3.6 WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of his or her knowledge, at the time the contract is awarded there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the State Debarred Vendors list maintained by the North Carolina Division of Price and Contract, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the NCSA and the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with the specifications. Item(s) delivered that do not conform to the specifications may be rejected and returned at Contractor's expense. Any items not delivered as per the delivery date in the Bid and/or purchase order may be priced on the open market by the Customer. Any increase in cost may be charged against the Contractor.

Any violation of these provisions may also result in the Contractor's name being removed from the NCSA list of vendors who are allowed to Bid on upcoming contracts.

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3.8 OPTION TO RENEW WITH PRICE ADJUSTMENT

Any contract may be extended for an additional two (2) years, on a year to year basis, if mutually agreed by both parties. NCSA is not required to accept a price adjustment for the upcoming year. Any allowable adjustment in price would be effective for the next contractual period not for the current period.

Prior to completion of each contract term, the NCSA may consider an adjustment to price.

It is the Contractor's responsibility to request any pricing adjustment. For any adjustment to commence on the first day of any option period, the Contractor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor within the 60 day period, the NCSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The NCSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and readvertise for new Lot Sheet entries, whichever is in the best interest of the NCSA.

3.9 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible to the Customer and the NCSA. In determining Contractor's responsibility as a vendor, the Contract Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

In some instances, Contractors may be required to develop corrective action plans to address contract deficiencies. In situations where there is evidence the Contractor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to either the NCSA or the Customer, the contract will be terminated, and the dealer and their representative will be removed from future solicitations for a period up to three (3) years. An egregious

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breach of contract would be defined as one that would materially change the specifications of the contract or prevent the contracted Heavy Equipments/equipment from being delivered to the Customer in a timely manner.

Failure to abide by corrective action plans will result in the contract being terminated and the Contractor, and Contractor's representative being barred from future competitive Bid solicitations at the discretion of the Contract Administrator.

Examples of conditions that would justify termination include, but are not limited to:

- failure to perform the responsibilities of the contract
- refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the Heavy Equipment is price protected by the factory
- charging amounts exceeding MSRP on factory installed items and packages
- requiring the price of additional options over and above the base Heavy Equipment as a condition of acceptance of order
- providing aftermarket options where factory options are available without the consent of the Customer
- any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document
- any other practice deemed to be outside of the intent of the contract

Any Contractor, who is presented with a valid purchase order as a result of a Bid award for a contract, is required and bound to accept such purchase order and deliver the product; regardless of whether the Heavy Equipment is a base model or includes options at a higher cost. The Contractor must deliver this Heavy Equipment regardless of profit or loss based on their respective entry. Failure to deliver said Heavy Equipments or equipment could result in the Customer and the NCSA seeking damages for the difference in cost by ordering the product from another Contractor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given "year, make or model" period.

Each report of a lost purchase order will be handled on a case by case basis.

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3.10 FACTORY INSTALLED

In the event a component(s) that does not meet the specifications is found to be installed on a Heavy Equipment before or after the Heavy Equipment has been accepted by the Customer, the Contractor shall be required to replace the Heavy Equipment with a Heavy Equipment that meets the required specifications, including all factory installed components. In the alternative, the Customer shall decide whether they will accept dealer installed components at the time of issuing the purchase order.

3.11 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the contract terms or pricing at his/her discretion. Adjustments to pricing may occur for various reasons, such as availability of supply (i.e. material surcharge) and extreme and unforeseen volatility in the marketplace. Adjustments may be considered if all the following criteria exist:

1. The volatility is due to causes wholly beyond the Contractor's control
2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial per NCSA's discretion.
4. The volatility so affects the Contractor that continued performance of the contract would result in a substantial loss for the Contractor

When a Contractor requests an adjustment, including but not limited to price increases, the following items must be submitted to the Contract Administrator:

1. A letter of request for an adjustment from the Contractor, including the specification number and model listed in the contract, along with the requested changes
2. When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer
3. When a requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model must be submitted in order to evaluate if the proposed model meets the base specification
4. Currently published MSRP listing

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The Customer will be notified by the Contract Administrator of any price adjustment through electronic communication within one (1) business day. The Customer will have the option to continue with or cancel the purchase order based on the price adjustments.

3.12 PRE-DELIVERY SERVICES

To assure proper pre-delivery service, the Contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form.

3.13 ORDER, DELIVERY, AND LIQUIDATED DAMAGES

A) Order

- 1) Eligible Customers shall issue a purchase order (PO) to the Contractor, and such purchase order shall bear the contract or Bid number, specification number, Customer's federal identification number and contact information (phone number and email address). The PO shall be placed by the Customer directly with the Contractor, and shall incorporate by reference the contract solicitation terms and conditions. Required delivery or due dates should be discussed between the Customer and the Contractor at the time of the PO. It is important to note that Contractors do not have ANY control over production delays in schedules from the manufacturer.
- 2) The Customer is required to forward an executed copy of the purchase order to the Cooperative Bid Coordinator (by email, fax, or hard copy) at the time the purchase order is released to the Contractor.
- 3) If a Contractor receives a PO for a specification for which they were not awarded, the Contractor must notify the Customer and the Contract Administrator and return the purchase order to the Customer within three (3) business days.
- 4) All Heavy Equipment ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run

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of that class piece of heavy equipment even it is requires supplying a later model at the original Bid price.

- 5) The Contractor shall place a PO with their manufacturer within ten (10) business days after receipt of PO from the Customer. The Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 6) It is the Contractor's responsibility to ensure that the Heavy Equipment ordered by the Customer is fully compatible with all ordered options and that the Heavy Equipment complies with all applicable manufacturer and industry standards. The Contractor's acceptance of a Customer's purchase order will indicate that the Contractor agrees to deliver a piece of heavy equipment that will be fully compatible with all of its options.
- 7) Any changes that are required to bring a piece of Heavy Equipment into compliance with its various options due to an incorrect order placed by the Contractor will be accomplished at the Contractor's expense.

B. Delivery

- 1) Receipt of a piece of Heavy Equipment by the Contractor is defined as acceptance of the Heavy Equipment(s) from a common carrier at the Contractor's place of business or any third party's place of business agreed upon by the Contractor and the manufacturer.
- 2) The Contractor shall complete delivery of the Heavy Equipment to the Customer as soon as practical after receipt of the Heavy Equipment from the manufacturer. Heavy Equipment originating as incomplete Heavy Equipment would be exempt.
- 3) All fees must be included in the base price and prices shall be firm. Delivery is F.O.B. Destination, delivered to the Customer. In the event of a discrepancy between a unit Bid price and an extension, the unit Bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.

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- 4) Warranty Start Date – All warranties shall begin at the time of delivery and final acceptance by the Customer. If the Customer needs to reset the warranty start date because of an extended delivery date, the request to reset the warranty must be made in writing to the Contractor. Incomplete Heavy Equipment delivered to an upfitter would not qualify for a revised start date unless the Heavy Equipment is in the control of the dealer during the upfit.
- 5) The Contractor shall notify a Customer's designated representative, as listed on the PO, no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00am – 3:30pm on Customer's normal work days. Transport deliveries must be unloaded and ready for inspection prior to 3:00pm. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Contractor's expense.
- 6) All Heavy Equipment must contain no less than $\frac{1}{4}$ tank of fuel (if applicable) as indicated by the fuel gauge at time of delivery, except for Heavy Equipments and equipment with tanks over thirty five (35) gallons in capacity, in which case the Heavy Equipment must contain a minimum of ten (10) gallons of fuel.
- 7) The Contractor shall be responsible for delivering Heavy Equipment that are properly serviced, clean, and in perfect operating condition. Pre-delivery service, at a minimum, shall include the following:
 - Standard dealer and manufacturer protocol for new Heavy Equipment delivery;
 - Cleaning of Heavy Equipment, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Do not remove window price sticker or supplied line sheet;
 - Speedometer must be correct regardless of the tires provided by the Heavy Equipment manufacturer or axle ratio furnished;
 - Owner's manual and warranty manual must accompany each piece of Heavy Equipment;
 - All specified options that are "factory installed" are to be installed on the Heavy Equipment at the primary site of assembly and are to be the manufacturer's standard assembly-line product. No aftermarket and no dealer

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installed equipment will be accepted as “factory installed.” Vendors found supplying aftermarket or dealer installed equipment where “factory installed” are specified may be required to retrieve all Heavy Equipment delivered and reorder new Heavy Equipment meeting the specifications.

- Manufacturer’s suggested retail price list sheet (window sticker) form MUST be in the Heavy Equipment when it is delivered to the purchasing agency. Heavy Equipment that are missing this form, or have forms that have been altered, will not be accepted.

C. Liquidated Damages

- 1) Force Majeure – Liquidated damages shall not be assessed for a delay resulting from the Contractor’s failure to comply with delivery requirements if neither the fault nor the negligence of the Contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that subcontractors or suppliers if no alternates source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, they shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor’s sole remedy or excuse with respect to delay.

3.14 HEAVY EQUIPMENT TRUCK INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance of all Heavy Equipment will be at the Customer’s place of business unless otherwise provided. Title to and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the Customer unless loss or damage results from negligence by the Customer.

If the materials or services supplied to the Customer are found to be defective or do not conform to specifications, the Customer reserves the right to cancel the

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order upon written notice to the Contractor. The Customer may return the product to the Contractor at the Contractor's expense.

3.15 ACCEPTANCE

It is the Customer's responsibility to thoroughly inspect the Heavy Equipment prior to acceptance. Copies of the Bid specifications and PO for the Heavy Equipment will be delivered with the Heavy Equipment. Customers are to inspect the Heavy Equipment and compare Bid specifications, PO and manufacturer's invoice to ensure the Heavy Equipment meets or exceeds the requirements of the technical Bid specifications and PO. Prices are to inspect the Heavy Equipment for physical damage upon delivery.

Delivery of Heavy Equipment to a Customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the Heavy Equipment meets contract specifications and the requirements listed below.

Should the delivered Heavy Equipment differ in any respect from the specifications, payment may be withheld, depending on the severity of the error, by the Customer until such time as the Contractor completes the necessary corrective action. Heavy Equipment and equipment shall be delivered with each of the following documents completed/included:

- a. copy of "Customer's PO"
- b. copy of the applicable "Heavy Equipment specification"
- c. copy of "manufacturer's invoice." Prices may be deleted from manufacturer's invoice.
- d. copy of "pre-delivery service report"
- e. "warranty certification"
- f. owner's manual
- g. North Carolina Division of Motor Heavy Equipment Title Application Form – MRV-1 (for signature of authorized representative).
- h. North Carolina State Inspection

Deliveries that do not include the above forms and publications will be considered as incomplete and will be refused.

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3.16 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Contractor and the Customer placing orders under this HEPP. Contractors must invoice each Customer independently from the NCSA for Heavy Equipment priced from this HEPP.

The Contractor shall be paid upon submission of properly certified invoices to the Customer at the prices stipulated in the HEPP at the time of the acceptance of the goods by the Customer. Upon receipt of the goods, a Customer has three (3) working days to inspect and approve the goods and services.

The invoice(s) shall, at a minimum, indicate the following:

Shipping location, PO number, contract number, quantity shipped, price, date, make, model, and serial number of Heavy Equipment(s)

Copies of invoices shall be submitted to the NCSA, Post Office Box 20049, Raleigh, North Carolina 27619.

3.17 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty-eight (48) hours (not including weekend and holidays) after notification by a Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered and accepted by the Customer.

The provisions of the delivery paragraph (Section 3.13B) shall remain in effect until the redelivery is accomplished and the equipment is accepted by the Customer. The cost of any transportation required shall be the responsibility of the Contractor.

3.18 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/adjustments, including providing a copy of the warranty work order to the Customer, shall subject that representative and the Contractor to

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suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Contract Administrator.

3.19 CONTRACTORS' ACTIVITY REPORTS AND SCHEDULE AND FEE DEPOSIT REQUIREMENTS

Copies of purchase orders from Customers that are to be sent to the NCSA:

- Are due upon receipt by the dealer. They are considered late after 10 (ten) business days.
- Scan a complete copy of the PO and forward by email to kmitman@ncsheriffs.net.
- Place the following in the subject line – PO (dealer's name)
Commission Fees to NCSA:
- Reports setting out Heavy Equipment and equipment transactions and corresponding commission fees are due quarterly no later than the 10th of each month (following the end of the quarter) and should be sent by email to kmitman@ncsheriffs.net.
- All awarded Contractors MUST file a signed and dated quarterly report with their commission fees. Should there be no activity during a given quarter, the Contractor is required to submit a report, and must indicate "no sales this quarter" on the report.
- No copies of POs are required to be filed with the quarterly report. They should already be on file.
- The report must be complete with the name of the dealer and the date. It is not necessary to indicate the quarter on the top of the report.
- All checks or EFTs for the commission fee must be received by the NCSA no later than the 15th of each month following the closing of the quarter. Any delays in sending the commission fees should be approved by the Contract Administrator.
- Reports which do not adhere to the required format and/or not supported by complete, legible copies of all POs in their entirety will be returned to the reporting dealership for correction of cited deficiencies.

By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the NCSA or their designee. Copies of Customer's original purchase orders will be used by the NCSA as a check and balance measure.

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Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the sixteenth (16th) day of the month following the end of the quarter.

Such late fees are to be included in Contractor's fee submission. Late fees which are outstanding more than 45 days can result in a Bidder's disqualification in the following year's solicitation.

All notices for quarterly reports will be sent by the NCSA via email ten (10) business days prior to their due date – there will be no additional faxed or email reminders for Contractors to submit quarterly reports. All participating Contractors will be responsible for making sure that the Contract Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to Kaylyn Mitman at kmitman@ncsheriffs.net.

Failure to submit fees with accompanying quarterly reports to the NCSA within 30 calendar days following the end of each quarter will result in the Contractor being found in default. A Contractor can be found in default if the Contractor fails to submit their sales summary reports even when there are no reported sales.

3.20 DEALER/CONTRACTOR INSTALLED EQUIPMENT

All Contractors' installed accessories shall be installed according to the manufacturer's specifications.

All Contractor installed accessories must be manufactured by a manufacturer recognized by the industry of the accessory provided, unless the accessory is not available from a recognized manufacturer. The dealer is required to disclose the "make/model" of the product being offered and the location, design, and model must be approved by the Customer prior to installation. The dealer must also disclose the warranty of any item that is less than or exceeds factory Heavy Equipment factory warranty coverage.

An awarded Contractor that employs or subcontracts technicians to install equipment on Heavy Equipment priced on this contract are required to utilize technicians that are certified in Heavy Equipment Installation through an approved agency.

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The Contract Administrator may at any time during the contract period request proof of the required certification.

Any awarded Contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon a ten day written notice of said violation.



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Assistant City Manager for Columbia Water

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

SUBJECT: Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2020/2021, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$61,074.00. This firm is located in Columbia, SC.

REQUISITION NO.: R206963

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 639900 (LMWTP) budgets. The original budget amount is \$60,000.00. Additional funding provided through the Miscellaneous Expense budget.

CLEAN WATER 2020?: No

The attached invoice in the amount of \$61,074.00 is forwarded for your approval. This invoice is for our annual drinking water fee with the South Carolina Department of Health and Environmental Control. This fee covers routine laboratory monitoring and services provided by SCDHEC.

ATTACHMENTS:

- dhcc drinking water fee (PDF)



Environmental Quality Control

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

Drinking Water Annual Billing

CLINT SHEALY
CITY OF COLUMBIA
300 LAUREL ST
COLUMBIA SC 29201

Invoice Date: 07/20/2020
Invoice Number: QK77414-1
Invoice Amount: \$61,074.00
Program ID: 4010001
Billing Period: 07/01/2020
Through: 06/30/2021

Qty	Description	Unit Price	Extended
1.00	Annual Fee for Community	61,074.00	61,074.00
Total			\$61,074.00

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

South Carolina Department of Health and Environmental Control

Facility Name: COLUMBIA CITY OF
Program ID: 4010001
Invoice Number: QK77414-1 Amount Due: \$61,074.00

Amount Remitted:
\$

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

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



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Intergovernmental Agreement for Certification Training Services to Support the Apprenticeship Program, as requested by Columbia Water. Award to Central Carolina Technical College in the amount of \$141,600.00. The vendor is located in Sumter, SC.

REQUISITION NO.: R207147, R207177, R207215

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance-Employee Training & Professional Development (5516205-631200) \$55,700.00; Utilities Metro Wastewater Plant-Employee Training & Professional Development (5516208-631200) \$22,700.00; Utilities Water Distribution & Maintenance- Employee Training & Professional Development (5516203-631200) \$63,200.00. The original budget amount is \$141,600.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

This agreement will provide training services needed for Columbia Water's Apprenticeship Program to prepare its employees for various occupational certification licenses.

ATTACHMENTS:

- Intergovernmental Agreement (PDF)

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
 CENTRAL CAROLINA TECHNICAL COLLEGE)

WHEREAS, the City of Columbia and Central Carolina Technical College have a common goal in providing the intensive training needed for the registered Apprenticeship Program in various different occupational certifications within the Water Treatment and Wastewater Treatment industry with Columbia Water at the City of Columbia, SC;

WHEREAS, Central Carolina Technical College and the City of Columbia wish to work together in the spirit of cooperation and;

WHEREAS the City of Columbia and Central Carolina Technical College believe that working together is in the best interests of the City.

BE IT NOW, THEREFORE, RESOLVED that:

This Agreement is between the City of Columbia, South Carolina, and Central Carolina Technical College and will be effective on the date of the last signature affixed herein. The consideration for this Agreement is the mutual promises set forth herein.

This Agreement is intended to cover the training services needed for Apprenticeship Program in the various occupational registered certifications for Water Distribution & Maintenance, Metro Wastewater Treatment Plant, and Wastewater Management. The parties acknowledge that the Association of Boards of Certification (ABC) Need-to-Know criteria is used as the topical curriculum for each Short School course for Biological Wastewater Operators, Wastewater Maintenance Technicians, Wastewater Collections Operators, and Water Distribution Operators.

The parties agree that for the term of this Agreement, the City of Columbia shall provide adequate training space and any appropriate reference texts needed, if requested in Exhibit A *at its own expense*. The total compensation to be paid by the City of Columbia under this Agreement for the initial term of nine (9) months shall not exceed One Hundred Forty-One Thousand, Six Hundred Dollars and No/100

(\$141,600.00), as seen in Exhibit B. The total compensation for a one-year period shall not exceed One Hundred Seventy-Nine Thousand, Seven Hundred Eighty Dollars and No/100 (\$179,780.00).

The Central Carolina Technical College shall provide services as described in Exhibit A, attached hereto. The statement of work for each course includes the course title, instructional hours, course dates, course times, course location, course description, course fee, fee inclusion description, and comments, if necessary throughout the course of this Agreement.

This Agreement shall be for an initial period of nine (9) months beginning in October 2020 and ends on June 30, 2021. This Agreement shall continue for successive nine (9) additional one-year periods unless either party terminates the Agreement by written notice at least thirty (30) days prior to the expiration of the then existing one (1) year term.

The Agreement set forth herein constitutes the entire Agreement of the parties. In witness whereof, the parties hereto have set their hand and seal the date first written above.

WITNESSES:

THE CITY OF COLUMBIA, SOUTH CAROLINA

BY:

ITS: Teresa Wilson

City Manager

Date:

CENTRAL CAROLINA TECHNICAL COLLEGE

BY:

Elizabeth Williams

ITS: Elizabeth Williams

Dean of South Carolina Environmental
Training Center

Date:

9/1/20

APPROVED AS TO FORM

Legal Department City of Columbia, SC

8/31/2020

Exhibit A – Statement of Work

Courses for Water Distribution & Maintenance

1. Basic Math Review for Operators

- a. Instructional Hours: 12 hours per course
- b. Course Dates: TBD
- c. Course Times: 8:30 a.m. – 3:00 p.m.
- d. Course Location: City of Columbia, Water Distribution & Maintenance, 4013 West Beltline Boulevard, Columbia, SC 29204
- e. Course Description: This course involves practicing math calculations that apply to treatment facilities. Course topics include a basic math review, decimal equivalents, conversions, formulas, units of measure, word problems, and calculating dosages. The course meets ABC's continuing education requirements for approved course topic criteria for water treatment, water distribution, biological and PC operators.
- f. Course Fee: \$2,950 per course. The course fee includes instructor (time and expenses) and materials for one (1) to twenty (20) participants.
- g. Additional Fees: \$125 per additional participant
- h. Comments: The City of Columbia is responsible for providing adequate training space. The course will be delivered over two (2) days. Students will be awarded CEUs for the actual number of hours they attend class.

2. Advanced Math Review for Operators

- a. Instructional Hours: 12 hours per course
- b. Course Dates: TBD
- c. Course Times: 8:30 a.m. – 3:00 p.m.
- d. Course Location: City of Columbia, Water Distribution & Maintenance, 4013 West Beltline Boulevard, Columbia, SC 29204
- e. Course Description: This course involves practicing math calculations that apply to treatment facilities. Course topics include a general math review and problems related to coagulation, chemical feeders, clarification, chlorination, fluoride, filtration, hydraulics, motors, pumps, and topic criteria for water treatment, water distribution, biological and PC operators.
- f. Course Fee: \$2,950 per course. The course fee includes the instructor (time and expenses) and materials for 1 to 20 participants.
- g. Additional Fees: \$125 per additional
- h. Comments: The City of Columbia is responsible for providing adequate training space. The course will be delivered over two (2) days. Students will be awarded CEUs for the actual number of hours they attend class.

3. D & C Level Water Distribution Short School

- a. Instructional Hours: 28 hours per course
- b. Course Dates: TBD
- c. Course Times: 8:30 a.m. – 4:00 p.m.
- d. Course Location: City of Columbia, Water Distribution & Maintenance, 4013 West Beltline Boulevard, Columbia, SC 29204
- e. Course Description: Short Schools are intensive training sessions described as a comprehensive overview for water distribution operators who are preparing for the state certification exam. ABC Need-to-Know criteria for operators are used as the topical outline for each Short School, and Sacramento Manuals are used as reference texts.
- f. Course Fee: \$4,950 per course. The course fee includes instructor (time and expenses) and materials for one (1) to twenty (20) participants.
- g. Additional Fee: \$225 per additional participant
- h. Comments: The City of Columbia is responsible for providing the appropriate Sacramento Manual and adequate training space for the course.

4. A & B Level Water Distribution Short School

- a. Instructional Hours: 28 hours per course
- b. Course Dates: TBD
- c. Course Times: 8:30 a.m.- 4:00 p.m.
- d. Course Location: City of Columbia, Water Distribution & Maintenance, 4013 West Beltline Boulevard, Columbia, SC 29203
- e. Course Description: Short Schools are intensive training sessions described as a comprehensive overview for water distribution operators who are preparing for the state certification exam. ABC Need-to-Know criteria for operators are used as the topical outline for each Short School, and Sacramento Manuals are used as reference texts.
- f. Course Fee: \$4,950 per course. The course fee includes instructor (time and expenses) and materials for one (1) to twenty (20) participants.
- g. Additional Fee: \$225 per additional participant
- h. Comments: The City of Columbia is responsible for providing the appropriate Sacramento Manual and adequate training space for the course.

Courses for Metro Wastewater Treatment Plant

1. Electrical Fundamental for Wastewater Professionals

- a. Instructional Hours: 45 hours per course
- b. Course Dates: TBD
- c. Course Time: TBD
- d. Course Location: City of Columbia, Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201

- e. Course Description: The course will cover the electrical fundamentals for wastewater operators. Topics include atomic theory, energy sources, electric circuit basics, electromagnetism, inductance, capacitance, power systems, control system components, reading electrical diagrams, electrical measurements, normal operations, and troubleshooting. Quizzes will be given on each topic to gauge the participant's progress.
- f. Course Fee: \$6,500 per course. The course fee includes instructor (time and expenses) for one (1) to twenty (20) participants.
- g. Additional Fee: \$199 per additional participant
- h. Comments: *Electrical Fundamentals for Water & Wastewater* by Skeet Arasmith will be the reference text and curriculum and the hands-on training will be provided by the City of Columbia. The Central Carolina Technical College will deliver the classroom portion of the training.

2. Pumps & Pumping

- a. Instructional Hours: 60 hours per course
- b. Course Dates: TBD
- c. Course Time: TBD
- d. Course Location: City of Columbia Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201
- e. Course Description: The course will cover centrifugal pump theory, types, components, and repair. Other topics include; selection and replacement of packing, selection and replacement of mechanical seals, pump piping system, pump hydraulics, normal operating conditions, lineshaft turbine operating conditions, special pumping units, and abnormal operating conditions. Quizzes will be given on each topic to gauge the participant's progress.
- f. Course Fee: \$8,500 per course. The course fee includes: instructor (time and expenses) and handouts for one (1) to twenty (20) participants.
- g. Additional Fee: \$300 per additional participant
- h. Comments: *Pumps & Pumping* by Skeet Arasmith is the reference text and curriculum, and will be provided by the City of Columbia for each participant. Also, the City of Columbia will provide hands-on training. The Central Carolina Technical College will deliver the classroom portion of the training.

3. D & C Level Biological Wastewater Short School

- a. Instructional Hours: 28 hours per course
- b. Course Date: TBD
- c. Course Time: TBD
- d. Course Location: City of Columbia, Metro Wastewater Treatment Plant, 1200 Simmon Tree Lane, Columbia, SC 29201
- e. Course Description: Short Schools are intensive training sessions designed as a comprehensive overview for operators of wastewater treatment facilities who preparing for the state certification exam. ABC Need-to-Know criteria for operators

are used as the topical outline for each short school. Sacramento Manuals are used as reference texts.

- f. Course Fee: \$3,850 per course. The course fee includes: instructor (time and expenses) and materials for one (1) to eight (8) participants for the course.
- g. Additional Fee: \$400 per additional participant
- h. Comments: The course fee is based on using the 8th Edition, Volume 1 Operations of Wastewater Treatment Plant. The City of Columbia is responsible for providing adequate training space.

Courses for Wastewater Management

1. Advanced Math Review for Operators

- a. Instructional Hours: 6 hours per course
- b. Course Date: TBD
- c. Course Time: 8:00 a.m. -3:00 p.m.
- d. Course Location: City of Columbia, Wastewater Management, 4013 West Beltline Boulevard, Columbia, SC 29203
- e. Course Description: This course involves practicing math calculations that apply to treatment facilities. Course topics may include problems related to coagulation, chemical feeders, clarification, chlorination, filtration, hydraulics, motors, pumps, and flow rates.
- f. Course Fee: \$1,100 per course. The course fee includes: instructor (time and expenses) and materials for one (1) to eight (8) participants.
- g. Additional Fee: \$125 per additional participant
- h. Comments- The City of Columbia is responsible for providing an adequate training space. The participants will be awarded CEUs for the actual number of hours they attend in class.

2. Pump Maintenance for Operators

- a. Instructional Time: 7 hours per course
- b. Course Date: TBD
- c. Course Time: 8:00 a.m.- 3:30 p.m.
- d. Course Location: City of Columbia, Wastewater Management, 4013 West Beltline Boulevard, Columbia, SC 29203
- e. Course Description: This course will cover an overview of pump theory, types, components, and repair. Other topics may include a review of selection & replacement of packing and mechanical seals, pump piping system, pump hydraulics, normal operating conditions, line shaft turbine operating conditions, special pumping units, and abnormal operating conditions.
- f. Course Fee: \$2,190 per course. The course fee includes: instructor (time and expenses) and materials for one (1) to eight (8) participants.
- g. Additional Fee: \$75 per additional participant

- h. Comments: The City of Columbia is responsible for providing an adequate training space. This course will be delivered in two (2) days.

3. 8-Hour HAZWOPER

- a. Instructional Hours: 8 hours per course
- b. Course Date: TBD
- c. Course Time: TBD
- d. Course Location: City of Columbia, Wastewater Management, 4013 West Beltline Boulevard, Columbia, SC 29203
- e. Course Description: This course provides an awareness level for employees who may witness or discover a hazardous waste release. This course covers the OSHA mandated 8 hours of annual refresher training for the 24 hour and 40 hour HAZWOPER. Topics include: legal overview, properties and identification of hazardous materials, protective equipment, use of instrumentation, and incident planning.
- f. Course Fee: \$2,000 per course. The course fee includes instructor (time and expenses) and materials for one (1) to eight (8) participants for the course.
- g. Additional Fee: \$200 per additional participant
- h. Comments: The City of Columbia is responsible for providing an adequate training space. The Central Carolina Technical College will provide the training materials and equipment for the dress out exercises.

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Exhibit B – Compensation

The tables below will show the total estimated compensation the Consultant will be paid for the training services in FY 2020-2021 for Water Distribution & Maintenance, Metro Wastewater Treatment Plant, and Wastewater Management.

A. Water Distribution & Maintenance

Course	Qty.	Cost	Total
Basic Math Review for Operators	10	\$2,950.00	\$29,500.00
D & C Level Water Distribution Short School	10	\$4,950.00	\$49,500.00
Advanced Math Review for Operators	2	\$2,950.00	\$5,900.00
A & B Level Water Distribution Short School	2	\$4,950.00	\$9,900.00
Grand Total FY 2020-2021			\$94,800.00

B. Metro Wastewater Treatment Plant

Course	Qty.	Cost	Total
Electrical Fundamentals for Wastewater Professionals	1	\$6,500.00	\$6,500.00
Pumps & Pumping	1	\$8,500.00	\$8,500.00
D & C Level Biological Wastewater Short School	2	\$3,850.00	\$7,700.00
Grand Total FY 2020-2021			\$22,700.00

C. Wastewater Management

Course	Qty.	Cost	Total
Advanced Math Review for Operators	6	\$1,100.00	\$6,600.00
Pump Maintenance for Operators	12	\$2,190.00	\$26,280.00
8-Hour HAZWOPER	4	\$2,000.00	\$8,000.00
Additional Participant Fees for all courses listed above			\$21,400.00
Grand Total FY 2020-2021			\$62,280.00

The combined grand total for FY 2020-2021 is \$ 179,780.00.

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The tables below will show the estimated compensation the Consultant will be paid for the training services from October 2020 to June 2021 for Water Distribution & Maintenance, Metro Wastewater Treatment Plant, and Wastewater Management.

D. Water Distribution & Maintenance

Course	Qty.	Cost	Total
Basic Math Review for Operators	7	\$2,950.00	\$20,650.00
D & C Level Water Distribution Short School	7	\$4,950.00	\$34,650.00
Advanced Math Review for Operators	1	\$2,950.00	\$2,950.00
A & B Level Water Distribution Short School	1	\$4,950.00	\$4,950.00
Revised Total FY 2020-2021			\$63,200.00

E. Metro Wastewater Treatment Plant

Course	Qty.	Cost	Total
Electrical Fundamentals for Wastewater Professionals	1	\$6,500.00	\$6,500.00
Pumps & Pumping	1	\$8,500.00	\$8,500.00
D & C Level Biological Wastewater Short School	2	\$3,850.00	\$7,700.00
Revised Total FY 2020-2021			\$22,700.00

F. Wastewater Management

Course	Qty.	Cost	Total
Advanced Math Review for Operators	4	\$1,100.00	\$4,400.00
Pump Maintenance for Operators	10	\$2,190.00	\$21,900.00
8-Hour HAZWOPER	4	\$2,000.00	\$8,000.00
Additional Participant Fees for all courses listed above			\$21,400.00
Revised Total FY 2020-2021			\$55,700.00

The revised total from October 2020 to June 2021 (approximately 9 months) is \$141,600.00.

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We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project WM4281; Hardscrabble Road Waterline Relocation, as requested by Columbia Water. Award to HDR Engineering, Inc. of the Carolinas in the amount of \$135,990.00. The firm is located in Columbia, SC.

REQUISITION NO.: R205554

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects-Hardscrabble Road Waterline Relocation (5529999-WM428101-658650). The original budget amount is \$135,990.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. HDR Engineering, Inc. of the Carolinas is the mentor and will provide project management, construction coordination, and record plan development services at 80.0% (\$108,792.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide construction coordination, field reviews and inspection, coordination with City staff, and plan review services at 20.0% (\$27,198.00) of the total contract amount.

There were (25) responses to solicitation RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, Category II Minor Water Distribution System.

The service being provided will encompass the following:

Task 1- General Construction Administration

ATTACHMENTS:

- Final.Agreement.WM4281HardscrabbleRoadWaterlineRelocation.HDREng (PDF)
- Project Location Map (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, Category II Minor Water Distribution System.

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 HDR Engineering of the Carolinas, (hereinafter referred to as the "Consultant"), to evaluate and provide construction administration improvements as well as observation support, inspections, and design modifications 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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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 of sixteen (16) months.

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.

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**

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. One Hundred Thirty-Five Thousand, Nine Hundred Ninety Dollars and No/100 (\$135,990.00).
- 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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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 Consultant's sworn statement that it has complied with the prompt payment requirements.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 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, 4th 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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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>N/A</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 goals for this requirement are 20%.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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

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 Consultant 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.

HDR Engineering, Inc. of the Carolinas
 Hardscrabble Road Waterline Relocation (WM4281)

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

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

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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 Consultant 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 Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

The Consultant is expected to make Consultant 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. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

HDR Engineering, Inc. of the Carolinas
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- 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 merit or any other measure of damages other than that stated herein.

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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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

HDR Engineering, Inc. of the Carolinas

Name: Raven Gambrell
Title: Office Principal
Address: 1122 Lady Street
Suite 1100
Columbia, SC 29201
Phone: (803) 254-5800
Email: raven.gsmbrell@hdrinc.com

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

A. (Non-Applicable) - 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 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.

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

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant failure to perform pursuant to the Agreement.

- E. (Non-Applicable) – The Consultant shall perform the services pursuant to this Agreement using sound Consultant 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 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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

- 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 Contractor 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 Contractor shall take affirmative 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

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

- Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor'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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor 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, 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.

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

HDR ENGINEERING, INC. OF THE CAROLINAS

Print: Name/Title

Signature

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/18/20

HDR Engineering, Inc. of the Carolinas
Hardscrabble Road Waterline Relocation (WM4281)

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan (MPP)

Mr. Jason Shaw
July 1, 2020
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EXHIBIT A

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 as part of this request for each task listed above:

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 16 months.

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, pipe lines, 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.

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.

EXHIBIT B

Hard Scrabble Road Waterline (Project Schedule)

ACTIVITY	PLAN	PLAN	2020										2021					
	START	DURATION																
	(PERIODS / MONTHS)	(PERIODS / MONTHS)	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.
General Construction Support	1	16																
Record Plans	1	16																
Field Inspections (as needed)	1	12																

Mr. Jason Shaw
July 1, 2020
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EXHIBIT C

- 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.

Engineering Fees

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)
(60 Weeks @ ½ Day (4 hours) / Week)
Cost = 240 hours x \$150 / hour = **\$36,000.00**

Design Revisions (Project Engineer)
(60 Weeks @ ½ Day (4 hours) / Week)
Cost = 240 hours x \$120 / hour = **\$28,800.00**

Development of Record Plans

Project Manager (49 Hours @ \$150 / hour)
Project Engineer (142 Hours @ \$120 / hour)
Project Designer (120 Hours @ \$100 / hour)
Cost = **\$36,390.00**

Field Inspections

Inspections (Construction Administrator)
(43.5 Weeks @ 1 Day (8 hours) / Week)
Cost = 348 hours x \$100 / hour = **\$34,800.00**

The above rates are based on the hourly rate schedule attached. The fee estimate is based on an average rate for the indicated employee classification.

HDR anticipates utilizing Highfill Infrastructure Engineering, P.C. (Highfill) to assist with engineering services on the project. HDR has an approved City of Columbia Mentor-Protégé agreement with Highfill for water distribution projects. HDR is committed to providing Highfill approximately 20% of the contract value. Potential engineering services for Highfill include field inspections, general construction support, and review and field verification of record plans. Highfill will provide invoices for their services based on the enclosed hourly rate schedule.

Mr. Jason Shaw
July 1, 2020
Page 4 of 4

Summary of Engineering Fees

Lump Sum Fees:

Task 1: General Construction Administration - \$135,990.00

Total Contract Value \$135,990.00

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 is 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.

Please review the above proposal and contact me with any questions or concerns. HDR anticipates contracting this project as part of the Minor Water Distribution On-Call Contract. We look forward to assisting the City with the completion of this project.

Sincerely,
HDR Engineering, Inc. of the Carolinas

Jonathan Henderson

Johnathan Henderson, P.E.

South Atlantic Area Manager

7/1/2020

Attachment: Final.Agreement.WM4281HardscrabbleRoadWaterlineRelocation.HDREng (6226 : WM4281 Hardscrabble Road Waterline



Hourly Rate Schedule
(Hard Scrabble Road Waterline Relocation)

Principal	\$195 / Hour
Senior Project Manager	\$175 / Hour
Project Manager	\$150 / Hour
Project Engineer	\$120 / Hour
Project Designer	\$100 / Hour
Construction Administrator	\$90 / Hour
Administrative	\$65 / Hour

Attachment: Final.Agreement.WM4281HardscrabbleRoadWaterlineRelocation.HDREng (6226 : WM4281 Hardscrabble Road Waterline

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 (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable Use 2 letter Code – See Key Below)
Highfill Infrastructure Engineering, P.C. Duns No. 080560074 Cage No. 7TNP3	V016533	Civil Engineering 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: July 1, 2020

Attachment: Final.Agreement.WM4281HardscrabbleRoadWaterlineRelocation.HDREng (6226 : WM4281 Hardscrabble Road Waterline

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

1728 Main Street, Suite 210

Physical Address

1728 Main Street, Suite 210

Mailing Address

Columbia, SC 29101

City/State Zip Code + 4

803-250-6214

N/A

Phone number

Fax number

Ray Cox

David Johnson

Primary Contact Name

Secondary Contact Name

rcox@hiepc.com

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 #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: June 24, 2020 Project Number: WM4281
Mentor: HDR Engineering, Inc. of the Carolinas Project Name: Hard Scrabble Rd WM Reloc.
Protégé: Highfill Infrastructure Engineering Duration of the Project: 16 Months
Project Contract Amount: \$135,990.00 Protégé Amount: \$27,198.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

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

Address contractual relationship, general roles and informal teaming arrangements.

Highfill Infrastructure Engineering (Highfill) will subcontract to HDR Engineering, Inc. of the Carolinas through a standard engineering subconsultant agreement. HDR staff will serve as the Project Manager and coordinate directly with City staff members. Highfill staff will assist with field work, construction coordination, and record plan review. Highfill staff will be included in coordination with City staff members as warranted for the project.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

The project will provide Highfill additional opportunities to expend their water and utility related services to clients in the Columbia, SC area. The project will also provide exposure for Highfill staff to City of Columbia staff and construction projects.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

Specific milestones for this project include the completion of construction services and approval of record plans. Project goals related to the Mentor-Protégé Agreement include achieving the billing goal for the Protégé and using this project as an example for future projects with the City of Columbia.



CITY OF COLUMBIA

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

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

Mentor:

HDR staff assigned to the project include representatives from the local Columbia, SC office with oversight from staff in Charlotte, NC and Raleigh, NC.

Protégé:

Highfill staff assigned to the project include representatives from the local Columbia, SC office.

Subcontractors:

N/A

Special Arrangements:

There are no special arrangements related to this project.

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

a. Description of Mentor's responsibilities:

HDR will provide Project Management, Construction Coordination, and services related to record plan development.

b. Description of Protégé's responsibilities on project:

Highfill staff will assist with construction coordination, field reviews and inspection, coordination with City staff, and plan review.

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

Field reviews and field inspection will involve both HDR and Highfill. Both firms will also be engaged in the development of the record plans.

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

This scope of services is for the Construction Phase. The Protégé will be utilized throughout the contract (16 months).



CITY OF COLUMBIA

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

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

HDR and Highfill will maintain regular coordination throughout the project. Staff members will meet no less than once per month to review progress and staff assignments.

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

Goals for the project are assisting with the completion of the construction phase. Related to the Mentor-Protégé agreement, the goal is to meet the commitments regarding contract value.

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

The agenda for regularly scheduled meetings include (1) Review of Work Completed (2) Review of Anticipated Upcoming Work (3) Review of Staff Assignments (4) Progress Invoicing.

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

Highfill will submit monthly invoices to HDR. HDR will include the Highfill Invoice in HDR's monthly invoices to the City of Columbia. Once payment is received, HDR will provide payment to Highfill.



CITY OF COLUMBIA

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
N/A	N/A	N/A	N/A	N/A	N/A	N/A

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$27,198.00

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



CITY OF COLUMBIA

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

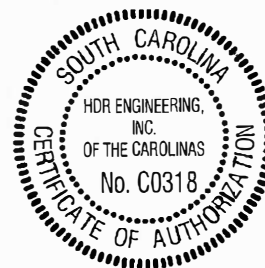
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by HDR Engineering Inc. of the Carolinas (Mentor Firm) this 1st day of July 2020.
Corporate SEAL

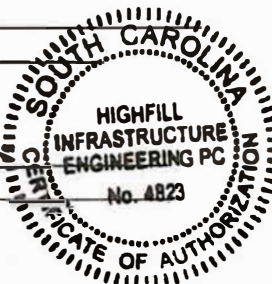
By: Jonathan Henderson
Title: Vice President

ATTEST:
By: [Signature]
Title: Project Coordinator



EXECUTED by HIGHFILL (Protégé Firm) this 29th day of June, 2020.
Corporate SEAL
By: [Signature] Tyler W. Highfill
Title: President

ATTEST:
By: [Signature] David P. Johnson
Title: Senior Project Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance on this 7 day of July, 2020.

By: Latonya B Germany
Title: Program Compliance Specialist



Attachment: Project Location Map (6226 : WM4281 Hardscrabble Road Waterline Relocation)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project WM4423; Columbia Avenue (S-48) & New Unnamed Roads Phase 2 Water Relocations, as requested by Columbia Water. Award to Michael Baker International, Inc. in an amount not to exceed \$345,785.00, which includes contingency. The firm is located in Columbia, SC.

REQUISITION NO.: R206608

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects- Columbia Ave (S-48) & New Roads Phase 2 Water Relocations (5529999-WM442302-658650). The original budget amount is \$345,785.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Michael Baker International, Inc. is the mentor and will provide project management, utility coordination, design, permitting, bidding assistance, construction management, and construction observation services at 69.1% (\$217,350.00) of the total contract amount. Chao & Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will provide utility coordination, design, permitting, and construction observation services at 22.1% (\$69,500.00) of the total contract amount.

The following sub-consultant will provide additional services:

Stewart Engineering, Inc. of Raleigh, NC will provide subsurface utility engineering (SUE) at 8.8% (\$27,500.00) of the total contract amount.

There were (10) responses to solicitation RFQ004-19-20-BF Utility Relocation and Improvement Services.

Base	\$314,350.00
Contingency (20%)	\$ 31,435.00
Total	\$345,785.00

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

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

Task 300 - Survey and Utility Mapping

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Full Time Construction Inspection

Task 1000 - Project Closeout

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommends its approval.

ATTACHMENTS:

- FinalAgreement-UtilityRelocation (PDF)
- LOCATIONMAP (PDF)



AGREEMENT FOR UTILITY RELOCATION PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-19-20-BF Utility Relocation & Improvement Services

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 Michael Baker International, Inc., (hereinafter referred to as the Consultant), to provide engineering design consulting support for Utility Relocation Project WM4423 Columbia Avenue (S-48) & New Roads Phase 2 Water Relocations for the City of Columbia, SC.

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

MICHAEL BAKER INTERNATIONAL, INC.

Name: Kyle Crager, P.E.
 Title: Program Manager
 Address: 700 Huger Street
 Columbia, SC 29201
 Phone: 803-231-3849
 Email: Kyle.Crager@mbakerintl.com

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.

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 of Two (2) years, with the option to renew or continue with work for two (2) additional one-year periods 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.

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 Three Hundred Forty-Five Thousand, Seven Hundred Eighty-Five dollars and no/100 (\$345,785.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure
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 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, 4th 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.

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>22.1</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 goals for this requirement are 20.1% participation.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

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

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.

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

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

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 Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the 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.

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. **INDEPENDENT CONTRACTOR** - 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.
17. **ASSIGNABILITY/SUBCONTRACTING** - 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.
18. **ACCESS TO RECORDS** - The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
20. **GOVERNING LAW** - 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.
21. **WHOLE AGREEMENT** - 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.
22. **AMENDMENTS** - 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.
23. **BREACH/WAIVER** - 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.
24. **SEVERABILITY** - 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.
25. **ETHICS** - 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.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out the service, the Contractor 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 Contractor shall take affirmative 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 Contractor's operations, including, but not limited to the Contractor'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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
27. **SUCCESSORSHIP** - 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.
28. **FINDINGS CONFIDENTIAL** - 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.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for

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

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

This Agreement is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	Teresa Wilson, City Manager	Date: _____
----------------	------------------------------------	-------------

NAME OF FIRM

Print: Name/Title	Signature	Date: _____
--------------------------	------------------	-------------

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APPROVED AS TO FORM



Legal Department City of Columbia, SC
9/10/20

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subcontractors/Subconsultants

Exhibit E – MPP Implementation Plan

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # WM4423 Columbia Avenue (S-48) and New Road Phase 2
Water Main Relocation
SCDOT Project P042383
Chapin, Lexington County

The services performed by Michael Baker International, Inc. (CONSULTANT) as a part of this Scope of Service include providing technical consulting support and construction drawings to the City of Columbia (CITY) for a water main relocation project in association with a roadway improvement project. Scope of Services include utility coordination, evaluation of alternative alignments, engineering and design, permitting and construction phase services. Based on the information provided by the CITY, we understand the Columbia Avenue and New Road Phase 2 roadway project will be constructed along the existing Columbia Avenue from Exit 91 to approximately 250 linear feet west of the intersection with Lexington Avenue. Also included are construction of New Unnamed Roads along new routes mostly Southeast of downtown Chapin, connecting Amicks Ferry Road to Columbia Avenue. Water infrastructure in the area is largely described by the following: Existing 8-inch and 12-inch along Columbia Avenue, existing 8-inch along East Boundary Street, existing 8-inch along Chapin Road, existing 8-inch along Lexington Avenue, and existing existing 6-inch along Amicks Ferry Road. All of these lines and associated services may be impacted by this project.

The scope of this work shall include design of up to approximately 8,250 linear feet of 12-inch water main relocations along Columbia Avenue, up to approximately 2,500 linear feet of 8-inch and 10-inch along East Boundary Street, up to 750 linear feet of 8-inch along Chapin Road, up to 1,500 linear feet of 8-inch along Lexington Avenue and up to 750 linear feet of 6-inch of water main along Amicks Ferry, as well as the service reconnections within the project area.

We understand the roadway project will be let by Lexington County as a single project. This scope is written to develop one set of water main construction documents for the entire project to be bid and constructed as a single project. This scope has also assumed that the City construction will be bid “in-contract” through the Lexington County project.

The general location of the project is shown on Figure 1 attached. Our understanding of the SCDOT/Lexington County roadway project comes from the Design Field Review undated set of plans and provided to Michael Baker International by Mead & Hunt & AECOM. These plans will serve as the initial basis of the potential impacts to City water utilities.

The purpose of this project is to evaluate alternative routes for the relocated lines that do not conflict with the proposed roadway project or other utility facilities, coordinate the design with the Lexington County, confirm capacity needs and issues, and perform engineering and design services for permitting, bidding, and construction services.

In general, CONSULTANT will provide the following scope of services:

- Utility Coordination
- Evaluation of Replacement Alternatives
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-CONSULTANTS by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, CONSULTANT will:

- Participate in design review and construction progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-CONSULTANTS in accordance with the City's invoicing procedures.
- Project Administration will terminate at the completion of Task 800.

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact with the CITY's staff. This is assumed to be 10 months for 12 meetings. Progress meetings include:

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager
- Up to 8 utility coordination meetings during design
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.

- CONSULTANT will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- CONSULTANT will adhere to and update schedule as shown in Attachment C.
- CONSULTANT will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- It is assumed the CITY and/or the Lexington County will provide public outreach for this project. However, should the need arise this service can be provided as an additional service.

150 Mentor-Protégé Program

CONSULTANT will provide the following in compliance with the CITY of Columbia's Mentor-Protégé Program:

- CONSULTANT will establish a Mentor-Protégé Agreement with Chao Engineering.
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "CITY of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the CITY of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the CITY of Columbia's Office of Business Opportunities.

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

210 General Data Collection, Field Recon and Coordination

- Information necessary for design of this project has been provided by the CITY. The CITY will be responsible for coordination with the Lexington County and shall be responsible for providing current roadway plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities, along with electronic Microstation .dgn and .tin files.
- CITY anticipates negotiation and execution of a Memorandum of Agreement (MOA) with Lexington County on this project and CITY will seek the CONSULTANT's input on this document.

- CONSULTANT will coordinate with Lexington County design staff and Consultants to obtain an understanding of the roadway project.
- CITY has provided existing utility mapping in the project area. It is assumed this information is complete as presented.
- CONSULTANT will rely on Lexington County roadway plans to identify utilities potentially affected by the project.
- CONSULTANT will rely on Lexington County roadway plans for road and street right-of-way information.
- In addition to Lexington County roadway construction plans, CONSULTANT may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible water routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the information provided and the Kickoff Meeting discussion, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the relocation alternatives.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will determine the extent of the relocations necessary to avoid conflicts with the proposed roadway, drainage and other utilities, and will develop a proposed relocation plan. An electronic version of the plan will be submitted to the CITY for review and approval.
 - CONSULTANT will determine the apparent water conflicts with the proposed roadway and drainage system using design plans provided by the Lexington County and information provided by the CITY. (It is assumed that Lexington County will provide digital files including drainage design files.)
- CONSULTANT will utilize the following options to develop the proposed relocation plan:
 - Relocating the water main within the new utility corridor as identified by Lexington County.

230 Not Used

240 Preliminary Utility Coordination and Meetings

- CONSULTANT will attend Lexington County's utility design coordination meetings. It is assumed these meetings will be held monthly prior to the start of the Lexington County Letting (Also assuming that some meetings will be cancelled or missed, so including only 8 meetings).

- Upon selection of final route, CONSULTANT will coordinate the CITY-approved design with the Lexington County.
- Upon selection of final routes, CONSULTANT will coordinate any conflicts with other utilities, easements, encroachments, and design considerations to be addressed through Lexington County's utility coordinator.
- CONSULTANT will provide relocation sketches of the selected water main relocation routes for submittal to Lexington County's Utility Coordinator.

250 Establishing Design Criteria

- It is anticipated that the relocated water facilities will predominately be relocated and/or upgraded to 12" along Columbia Avenue and the intersecting streets, it is anticipated that the two lines along East Boundary Street will be combined into one and upgraded accordingly. It is also anticipated that short relocations will be required along the existing 6-inch and 8-inch lines along Lexington Ave, Chapin Road & Amicks Ferry Road. The relocations will be of the same diameter. To accommodate the upgrades, the CONSULTANT will provide a basic abbreviated WaterGEMS model and report for the purpose of demonstrating existing system pressures can meet flushing velocities and minimum fire flows in the upsized lines.
- CONSULTANT will design the new water facilities in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.
- CONSULTANT will design the water facilities to avoid, to the extent possible, the roadway infrastructure conflicts as determined.
- CONSULTANT will give consideration in the design to connections to side lines, valve locations, and the ability to serve existing parcels and homes/businesses.

260 Opinion of Probable Construction Cost and Schedule

- A preliminary Opinion of Probable Cost has been provided by the City. The CONSULTANT will update the Opinion of Probable Cost and project schedule based on the proposed preliminary relocation plans and actual progress of the highway improvement project.

270 Preliminary Design Reviews

- No additional reviews are planned for this project.

280 Not used.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY and approved by the Lexington County, field investigations for that alignment shall be conducted in support of plans preparation and final design.

For the purposes of this Scope of Work, it is assumed the survey information provided is complete and can be relied on by the CONSULTANT. No additional survey is included in this Scope.

310 Field Survey

- CONSULTANT shall utilize survey provided by the Lexington County as included in the roadway design plans and digital files. CITY agrees that CONSULTANT may rely on survey provided by the Lexington County (or Lexington County's CONSULTANT). If additional survey is needed, the CONSULTANT will provide the additional survey as an additional service. It is anticipated that the additional survey would be outside of Lexington County's project limits.

320 Property Research and Easement Exhibits

- It is assumed the Property information provided on Lexington County roadway plans can be relied upon by the CONSULTANT. It is further assumed additional easements will be needed for the construction of any proposed water relocations. This scope assumes the CITY will obtain necessary easements. The CONSULTANT agrees to provide up to twenty (20) easement exhibits for the purpose of acquisition and recording.

330 Utility Mapping

- The CONSULTANT will utilize Subsurface Utility Engineering (SUE) data provided by Lexington County. CITY agrees that CONSULTANT may rely upon this information. It is understood that only SUE level C & B have been performed and additional level A may be required as part of this scope.
- The CONSULTANT will utilize Stewart Engineering for SUE services to provide additional Level A utility information along the route of the project to determine utility facility elevations where Lexington County has not collected this information or the information is found to be insufficient.
- Up to twenty (20) additional test holes shall be included in the cost of the project. The total of twenty (20) locations will assume Five (5) test holes in roadway pavement and fifteen (15) test holes in grass, on street parking or sidewalk. It is further assumed that traffic control will be required for the five (5) test holes in roadway pavement.
- The CONSULTANT will survey the locations of the Level A test holes for use in their work.
- The CITY will be charged on an "each" basis for test holes; the cost depending on whether the test hole is in travel pavement or in on-street parking or sidewalk and if traffic control is required.

TASK 400 – Geotechnical – Not Used

TASK 500 – Final Design

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

- CONSULTANT will utilize City, County, State and Federal agency requirements to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- CONSULTANT will request drainage system modifications from Lexington County's designers if appropriate.
- CONSULTANT will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- CONSULTANT will contact and coordinate with Lexington County within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve utility conflict issues related to crossing existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- CONSULTANT will prepare drawings depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. CONSULTANT will utilize City Specifications and provide Supplemental Specifications as necessary. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 22" x 36" plan sheets, 40-scale (or matches Lexington County's plan scale)
 - Plan sheets will utilize the same match lines as shown on Lexington County's plan set. Roadway design stationing will be shown as reference.
 - A total of 18 plan sheets is anticipated;
 - 2 - Cover, notes, legend and abbreviations, key map
 - 12 – Plan & profile sheets, water, abandonment.
 - 4 - Erosion control details, water details, general details, traffic control
 - CONSULTANT anticipates producing the construction drawings in Microstation in order to better coordinate with Lexington County's roadway design plans. After completion CONSULTANT will submit GIS

information (ERSI geodata base file) on the pipeline locations along with Record Drawings in Microstation, AutoCAD and pdf format.

- Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Existing pipe demolition/abandonment as needed
 - CONSULTANT shall utilize existing CITY Specifications.
 - Special conditions related to permit requirements and easement requirements.
 - Supplemental Material specifications, as needed, including minimum installation requirements.
 - CITY shall provide technical specifications, the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide Supplemental technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, two CD's or DVD's (one for CITY and one for Lexington County) containing PDF's of the signed and sealed drawings, one single-sided copy of unbound specifications, and final cost estimate in digital format to match the bid tab item list. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- CONSULTANT will contact and meet with City, County, State and Federal regulatory agencies, as necessary, to determine design parameters for construction of the new water main in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - Lexington County MS4
 - South Carolina Department of Transportation

560 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 60%, 90% and 100% plan reviews. Since CONSULTANT has no control over the market conditions, cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not

guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

570 Design Reviews

- CONSULTANT will conduct an Internal Technical Review and provide the CITY with the findings of this review, including all checklists.
- 60% plans will be submitted to the CITY electronically for review and comment. CONSULTANT will also provide one half-size hard copy of the 60% plans to the CITY.
- 90% plans will be submitted to the CITY electronically for review and comment. CONSULTANT will also provide one half-size hard copy of the 90% plans to the CITY.
- This scope provides for one set of revisions.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for use during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements. Plats for easement acquisition, if needed, will be provided as an additional service.

620 Permits

- Permit to Construct : Upon CITY approval of the one hundred (100%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC). The CONSULTANT is responsible for fees up to \$1000.
- Land Disturbance Permit: The scope assumes that construction activities may occur outside the limits of Right of Way managed by SCDOT and require a Lexington County MS4 disturbance permit. The CONSULTANT is responsible for fees up to \$1000.

- Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required.
- Roadway Encroachment Permits: This scope assumes a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the one hundred (100%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by the SCDOT with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).
- Railroad Permits: This scope does not include railroad encroachment permits.

TASK 700 – Bidding and Award

710 Bidding “in-contract” with Roadway Plans

- It is assumed that the utility relocation plans will be bid “in-contract” with the sidewalk construction plans to be constructed by Lexington County’s contractor along with the sidewalk project as a single package.

720 Bidding Assistance

- Bidding Assistance is expected to be minimal due to bidding “in-contract” with Lexington County’s project; we will respond to bidder questions and review addenda. However, if bidding “in-contract” does not happen, Bidding Assistance is available to the CITY from the CONSULTANT as a negotiated Additional Service.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

730 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- The scope of this work shall include design of up to approximately 8,250 linear feet of 12-inch water main relocations along Columbia Avenue, up to approximately 2,500 linear feet of 8-inch and 10-inch along East Boundary Street, up to 750 linear feet of 8-inch along Chapin Road, up to 1,500 linear feet of 8-inch along Lexington Avenue and up to 750 linear feet of 6-inch of water main along Amicks Ferry, as well as the service reconnections within the project area. The total anticipated relocation footage is understood to be approximately 13,750 LF.
- After award of the construction contract, CONSULTANT will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the utility relocation project will be one year with actual construction on the water work being performed in segments throughout this period. For estimating purposes, actual construction activity of **seven (7) months (210 days)** is assumed for final completion. During these periods of activity, the CONSULTANT anticipates **up to 40 hours** per week of inspection and construction coordination to facilitate contractor progress. An increase in the construction schedule may require a Contract Amendment to authorize additional construction-related services.
- CONSULTANT will provide general services during construction as described herein. In the performance of its services during the Construction Services, CONSULTANT shall not supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. CONSULTANT will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through CONSULTANT. On behalf of the CITY, CONSULTANT will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) CONSULTANT will utilize the SharePoint document control system provided by the CITY. CONSULTANT will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control

testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;

- c) Attend a pre-construction meeting that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One (1) pre-construction meeting and nine (9) monthly progress meetings have been budgeted. CONSULTANT will submit meeting minutes of this meeting to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): CONSULTANT will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the CONSULTANT and reviewed with the CITY. CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: CONSULTANT will review testing results of tests required of the contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules,

CONSULTANT will review the amounts payable to Contractor on a monthly basis. CONSULTANT will then forward applications for payment to the CITY for payments due to Contractor from Lexington County.

830 Change Management

- Change Orders and Time Extensions: CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY, CONSULTANT, or the Contractor, and revise Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by CONSULTANT. Upon receipt of a requested change order, CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing will be based on CITY and/or Lexington County requirements.
- Final Inspections: CONSULTANT will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by CONSULTANT.
 - Stormwater Permit Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: CONSULTANT's Project Representatives will visit the site to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During CONSULTANT's visits, and on the basis of on-site observations, CONSULTANT will keep the CITY

informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- This scope includes site visits for seven (7) months (30-weeks) at 8 hours weekly by the Project Manager and 32 hours per week by the Project Inspector. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for Task 850 are 450; should the project, Lexington County, or the CITY require hours in excess of that amount, an amendment will be required.
- This scope includes a NOT-TO-EXCEED allowance of \$1,000.00 for allowable direct reimbursement expenses incurred by the CONSULTANT during the period of construction.

This Task 850 will be charged hourly and the CITY will be updated by the CONSULTANT on the status of these hours on a monthly basis as part of the monthly status report submitted during monthly invoicing. This status report will include an updated schedule and project of effort needed to finish the project.

TASK 900 – Full Time Construction Inspection

Construction Administration and resident inspection are covered under section 810 totaling up to 40 hours per week.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the CITY and in accordance with the CITY's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system. Record Drawings will be developed based upon As-Built drawings provided to the Consultant by the Contractor. Final electronic drawing files shall be delivered in AutoCAD format.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 Operations & Maintenance Submittals

- At the conclusion of the project, CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the CONSULTANT will provide written notice to the CITY when the CONSULTANT deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- Upon CITY acceptance of the final construction, CITY will provide an Owner's Letter of Acceptance and copies of all test results. CONSULTANT will submit these documents along with an Engineer's Letter of Certification and copies of the record drawings to SCDHEC with a request for Permits to Operate for the water facilities.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may choose to amend this Agreement so that CONSULTANT may furnish additional services such as those listed below (but not limited to):

- Additional water line replacement or relocation above the 13,750 linear feet identified in the project description for water upgrades and relocations.
- Surveying services identified as necessary for design and/or easement acquisition.
- Record Drawings reproduction.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design, bidding, and construction services.

- Meetings with homeowners, business owners and agencies beyond those scheduled in the agreement.
- Redesign resulting from Lexington County roadway and drainage design changes.
- Property research and easement exhibits.
- Right of Entry for boring locations outside of Lexington County's right of way.
- Easement acquisition.
- Public outreach.
- Additional bidding assistance.
- Geotechnical services.

For services rendered under Task 1100 - Additional Services, compensation to the CONSULTANT shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to water mains and water easements for which field services will be provided.
- Notify CONSULTANT of property owners who may pose problems with CONSULTANT's ability to safely gain access to manholes and assist the CONSULTANT with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Provide the CONSULTANT with the City's applicable technical specifications, standard construction contract, advertisement, general conditions, supplemental conditions, bid forms and other items to facilitate completion of the project.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

City of Columbia
WM4423 Columbia Avenue Water Relocations
Initial Project Schedule

ID	Task Name	Duration	Start	Finish	3rd Quarter VAN: 44	4th Quarter Sizt IV: nu	1st Quarter 7/21/20	2nd Quarter 11/4/20	3rd Quarter 1/22/21	4th Quarter 4/19/21	1st Quarter 7/21/21	2nd Quarter 11/4/21	3rd Quarter 1/22/22
1	Task 100 - Evaluation and Design Phase Administration	730 days	Mon 8/3/20	Tue 8/2/22									
2	Task 110-General Project Administration (Kickoff to Award)	730 days	Mon 8/3/20	Tue 8/2/22									
	Task 120- Coordination Meetings (Design Award)	180 days	Mon 8/3/20	Fri 1/29/21									
	Task 130- Project Management & Coordination with the CITY (Kickoff to Award)	730 days	Mon 8/3/20	Tue 8/2/22									
	Task 150- Mentor-Protégé Program	730 days	Mon 8/3/20	Tue 8/2/22									
6	Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis	121 days	Mon 8/3/20	Tue 12/1/20									
	Task 210- General Data Collection, Field Recon and Coordination	90 days	Mon 8/3/20	Sat 10/31/20									
	Task 220- Alternative Analysis and Route Selection	30 days	Mon 8/3/20	Tue 9/1/20									
	Task 240- Preliminary Utility Coordination and Meetings	120 days	Mon 8/3/20	Mon 11/30/20									
10	Task 250 • Design Criteria	10 days	Thu 10/1/20	Sat 10/10/20									
11	Task 260 • Opinion of Probable Construction Cost and Schedule	10 days	Sun 11/15/20	Tue 11/24/20									
12	Task 300—Survey and Utility Mapping	60days	Sun 11/1/20	Wed 12/30/20									
23	Task 330- Utility Mapping & SUE	60 days											
14	Task 500 - Final Design	190 days	Sun 11/1/20	Mon 10/20/21									
15	Task 520 - Roadway Coordination (City, State)	90 days	Sun 11/1/20	Fri 1/29/21									
16	Task 520 - Utility Coordination	90 days	Sun 11/1/20	Fri 1/29/21									
17	Task 540- Project Plans & Specifications	180 days	Sun 12/1/20	Thu 4/29/21									
18	Task 550. Regulatory Agency Coordination	60 days	Sun 2/28/21	Wed 4/28/21									

City of Columbia

WM423 Columbia Avenue Water Relocations

Initial Project Schedule

ID	Task View	Duration	Start	Finish	3rd Quarter 7M8/21-9/2(	4th Quarter 10/3-11/4	11st Quarter 12/3/21-12/31/21	12nd Quarter 1/2/21-1/31/21	13rd Quarter 2/1/21-2/28/21
19	Task 560-Opinion of Probable Construction Cost and Schedule	14 days	Thu 4/15/21	Wed 4/28/21					
20	Task 570 - Design Reviews	180 days	Sun 11/1/20	Thu 4/29/21					
21	60% Design Review	14 days	Tue 12/1/20	Mon 12/14/20	ill				
22	90% Design Review	14 days	Man 2/1/21	Sun 2/14/21	151				
211	100% plan and specification submittal to City	1 day	Wed 4/28/21	Wed 4/28/21					
24	Task 600 • Permits & Property	75 days	Sun 2/14/21	Thu 4/29/21					
41	Task 620 - Permits	75 days	Sun 2/14/21	Thu 4/29/21					
26	Task 700 - Bidding & Award	LSO days	Sat 5/1/21	Fri 10/1/21					
27	Task 720 - adding Assistance	SO days	Sat 5/1/21	Thu 7/29/22					
28	Task 730 • Award Recommendation	16 days	Tue 9/14/21	Wed 9/29/21					
29	Notice To Proceed	1 day	Fri 10/1/21	Fri 10/1/23.					
30	Task 800 - Engineering Services During Construnl	210 days	Fri 10/1/21	Thu 4/28/22					
31	Task 810 General Administration of Constructed*	180 days	Fri 10/1/21	Tue 3/29/22					
31	Task 820 Submittals & Pay Application Review	180 days	Fri 10/1/21	Tue 3/29/22					
33	Task 830 • Change Management	180 days	Fri 10/1/21	Tue 3/29/22					
34	Task 840- Completion Monitoring & Document,	180 days	Fri 10/1/21	Tue 3/29/22					
35	Task 850- Periodic Construction Observation	180 days	Fri 10/1/21	Tue 3/29/22	talem=1				
36	Task 1000 - Project Closeout	90 days	Sun 5/1/22	Fri 7/29/22					
37	Task 1010-Record Drawings	30 days	Sun 5/1/22	Mon 5/30/22	=1				
38	Task 1020- Punch list & Final Inspections	IS days	Sun 5/1/22	Sun 5/15/22					
39	Task 1040 • Digital Information Submittal	15 days	Wed 6/1/22	Wed 6/15/22	la				
40	Task 1060 • SCDHEC PTO	30 days	Wed 6/1/22	Thu 6/30/22;					
	Task 1100 - AdditUonal Services	730 days	Sat 8/1/20	Sun 7/31/22;					
42	Task 1110- General Task (As needed)	730 days	Sat 8/1/20	Sun 7/31/22					

EXHIBIT C
COMPENSATION
CIP # WM4423
Columbia Avenue (S-48) & New Road Phase 2 Water Relocations

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$345,785.00.

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

Tasks	Description	LS/ Hours	Consultant	Protégé / Subcontractor (Name)	Total
100	Evaluation and Design Phase Project Management and Administration	HR (NTE)	\$15,500	\$5,000.00 (Chao Engineering)	\$20,500.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	HR (NTE)	\$12,700	\$4,500.00 (Chao Engineering)	\$17,200.00
300	Survey and Utility Mapping	HR (NTE)	\$4,500	\$27,500.00 (Stewart Engineering)	\$32,000.00
400	Geotechnical Investigation	-	-	-	-
500	Final Design	HR (NTE)	\$54,500	\$24,500 (Chao Engineering)	\$79,000.00
600	Permits and Property	HR (NTE)	\$14,500	\$5,000 (Chao Engineering)	\$19,500.00
700	Bidding and Award	HR (NTE)	\$6,500		\$6,500.00
800	Construction Administration	HR (NTE)	\$103,450	\$30,500 (Chao Engineering)	\$133,950.00
1000	Project Closeout	HR (NTE)	\$5,700		\$5,700
	Project Sub-Totals		\$217,350.00	\$97,000.00	\$314,350.00
1100	Client Controlled Contingency (10%)		\$21,735.00	\$9,700.00	\$31,435.00
	Total of Contract		\$239,085.00	\$106,700.00	\$345,785.00

EXHIBIT D - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for the 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 (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Chao & Associates, Inc. DUNS# 189168735 CAGE# 3HMY5	V001545	Water Relocations Design, Survey, Construction Support	\$69,500.00	20%	SLBE,SBE, MBE,LBE,	AM
Stewart Engineering, Inc. 5410 Old Poole Rd., Raleigh, NC 27610-3270 DUNS#081166002		SUE	\$27,500.00	7.95%		HM
				%		

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 \$ \$97,000.00

TOTAL CONTRACT AMOUNT: \$ \$345,785.00

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

Business Name: _ - Michael Baker International, Inc.

Representative Name/Title: Kyle Crager, P.E. / Associate

Date: 8-26-2020

Attachment: Final Agreement-Utility/Relocation (6225 : WM4423 Columbia Ave (S-48) & New Roads Phase 2 Water Relocations)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Chao & Associates, Inc.

Company Name

1728 Main Street

Physical Address

Same as physical

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

803-772-8420

()
Phone number

803-772-9120

()
Fax number

Jimmy Chao

Primary Contact Name

David Chao

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

davidc@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V0001545

Vendor #

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

Stewart Engineering, Inc. dba Stewart

Company Name

223 S. West Street, Suite 1100

Physical Address

Same as physical

Mailing Address

Raleigh, NC 27603

City/State Zip Code + 4

919-380-8750

()
Phone number

919-380-8752

()
Fax number

Frank Mundy II, PLS

Primary Contact Name

Karl Alewine

Secondary Contact Name

fmundy@stewartinc.com

kalewine@stewartinc.com

Primary Contact Email Address

Secondary Contact Email Address

56-1854766

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8-11-2020

Duration of the Project: 2 Years

Project Name: Columbia Ave Water Relocations

Project Number: WM4423

Mentor: Michael Baker International (MBI)

Mentor Amount: \$276,285.00

Protégé Amount: \$69,500.00

Protégé: Chao & Associates, Inc. (Chao)

Project Contract Amount: \$345,785.00

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project? *Address contractual relationship, general roles and informal teaming arrangements.*

Chao will be contracted as a subconsultant to MBI. The services anticipated for this project will include Chao's water design team as well as construction administration/inspection services. MBI will integrate the Chao team into both phases of this project as an extension of staff assigning suitable roles to aid in the development of Chao staff.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

A primary goal of the teaming arrangement was successful solicitation of work. This project will achieve this goal as this will be our first assignment for this arrangement. Chao is endeavoring to expand their footprint in the water market by gaining experience on projects such as this one.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

MBI will focus on developing the areas Chao identified in the business plan such as design software training, hydraulic modeling and water distribution design training. Integrating the Chao team into the design of the relocated facilities will aid in business development for Chao. The initial threshold for the measurement of success for this project will be the acceptance of the



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
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Memorandum of Agreement between the City and Lexington County.

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

Mentor: On the project side, MBI will provide the Project Manager, Senior Design Engineer, Hydraulic Modeler, and Construction Management staff. On the legal side, MBI will provide access to senior legal advisors for contract review as this was a request of Chao in the business plan. MBI will also provide access to our internal design software training programs for the development of Chao staff.

Protégé: Chao will provide an assistant project manager, water design engineer, and construction inspection capable staff. No additional special equipment is anticipated.

Subcontractors:

MBI will employ one additional subconsultant on the contract for the purpose of Subsurface Utility Exploration (SUE).

Special Arrangements:

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

a. Description of Mentor's responsibilities: Project Management, Utility Coordination, Design, Permitting, Bidding Assistance, Construction Management, Construction Observation.

b. Description of Protégé's responsibilities on project: Utility Coordination, Design, Permitting, Construction Observation.

c. Description of responsibilities that will be completed as a team: Utility Coordination, Design, Construction Services.

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

Utility Coordination: 12 months. Design: 6 months. Construction Services: 7 Months.



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

We will schedule quarterly teaming arrangement meetings to assess project progress as it relates to the teaming arrangement and business plan of the protégé.

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

The primary goal for this project is complete the relocation design while reducing the responsibilities of City staff. The measurable milestone for the successful completion of the design is the completion of the Memorandum of Agreement between the City and Lexington County. If we are successful in achieving this goal, we believe we will ultimately achieve our team goal of obtaining more projects in the future.

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

Project meetings will occur Monthly with City staff. The Protégé will be involved in this process. Relating to the progress of our teaming arrangement, we will meet quarterly to review our teaming agreement and discuss progress made prior to submitting our quarterly required progress reporting to the City OBO office.

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

We anticipate a large portion of this project being billed on hourly basis. Payment to the Protégé will be based on a 'pay-when-paid' agreement with MBI. Monthly, as hours are accrued, MBI & Chao will be billing the City accordingly.

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Stewart Engineering	803-834-3140	717 Lady Street, Suite B Columbia, SC 29210	MBI	\$ 27,500.00		7.95%

Total Subcontractor Amount \$ 27,500.00



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 Phone: 803-545-3049 Fax: 803-545-4130

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: _____ \$69,500.00

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

Mentor Amount (minus Protégé and Subcontractor(s) contract value): _____ \$248,785.00

Mentor Percentage of Contract: 72.05%



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Michael Baker International, Inc. (Mentor Firm) this 21st day of August, 2020.
Corporate SEAL

By: John V. Walsh, P.E.
Title: Vice-President

John V. Walsh

ATTEST:
By: Angela R. Logan
Title: Assistant Corporate Secretary



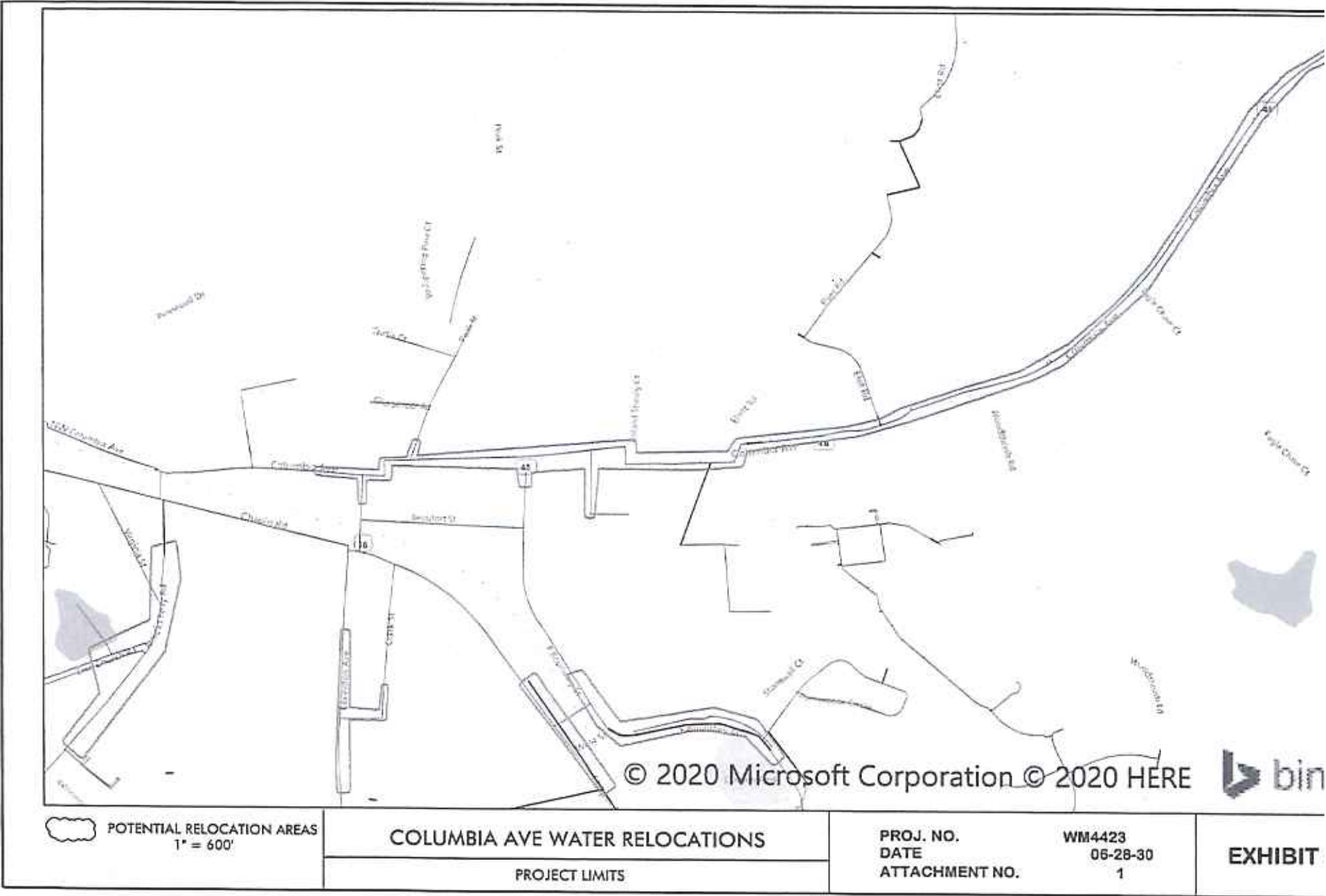
EXECUTED by Chao and Associates, Inc. (Protégé Firm) this 21st day of August 2020.
Corporate SEAL
By: _____
Title: President

ATTEST:
By: _____
Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 31 day of August, 2020.

By: Latonya B. Germany
Title: Program Compliance Specialist



Attachment: LOCATIONMAP (6225 : WM4423 Columbia Ave (S-48) & New Roads Phase 2 Water



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7425-01; Rocky Branch RB03 Sanitary Sewer Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to CaJenn Construction and Rehabilitation Services, Inc. in an amount not to exceed \$11,980,268.57, which includes contingency. This firm is located in Hoboken, GA.

REQUISITION NO.: R203937

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects (5529999-SS742501-658650) The original budget amount is \$13,323,310.50.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

CaJenn Construction and Rehabilitation Services, Inc., the prime contractor, will provide sewer rehabilitation services at 70.2% (\$7,646,153.25) of the total contract value.

The following sub-contractors will provide these services:

LCI-Lineberger Construction, Inc., a Minority Business Enterprise (W) of Lancaster, SC will provide milling and paving services at 1.6% (\$175,000.00) of the total contract value.

BLD Services, LLC of Kenner, LA will provide service lateral and CIPP services at 26.4% (\$2,870,000.00) of the total contract value.

United Specialty Construction, LLC of Lilburn, GA will provide point repairs at 1.8% (\$200,000.00) of the total contract value.

There were four (4) bids submitted under Bid051-19-20-BF. The total construction time allocated for this project is three hundred sixty-five (365) consecutive calendar days from the commencement date as specified in the Notice to Proceed to substantial completion with an

additional thirty (30) consecutive calendar days to final completion for a total construction time of three hundred ninety-five (395) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

The project scope of work includes: Manhole, main line and service line rehabilitation throughout the Rocky Branch Basin as shown on the drawings and listed in the technical specifications for the project.

Base Bid	\$10,891,153.25
Contingency (10%)	\$ 1,089,115.32
Total	\$11,980,268.57

ATTACHMENTS:

- SS7425 OBO Memo to Procurement (PDF)
- Rocky_Branch_Contract_Approved_by_Legal (PDF)
- Final Bid Tabulation(PDF)
- CaJenn BIR Form (PDF)



City of Columbia
Office of Business Opportunities
Interoffice Memorandum

To: Sandra Wright, Director
Department of Procurement and Contracts

From: Melissa L. Lindler, Director
Office of Business Opportunities 

Date: 09/28/2020

Subject: PROJECT: BID051-19-20-BF – Rocky Branch RB03 SSES and Rehabilitation (SS7425) CDBE

Bids for this project were opened publicly at 11:00 A.M., June 25, 2020.

Calenn Construction was the low bidder but was not successful at meeting the CDBE goals established for the project. Therefore, the Good Faith Efforts (GFE) Committee reviewed materials submitted for purposes of evaluating the Good Faith Efforts. The Committee did not support granting a waiver to Calenn Construction. Following that decision, the project GFE package was reviewed in detail by the City's management team to further understand the efforts made to comply with the City's CDBE program. One of the factors considered by the committee was the failure to attend the pre-bid conference on June 2, which is one of the options for demonstrating compliance. Management has decided to waive that criteria based on the pandemic and COVID-19 safety protocols. In addition, the contractor provided evidence of contact made with numerous vendors regarding opportunities to perform services for this project.

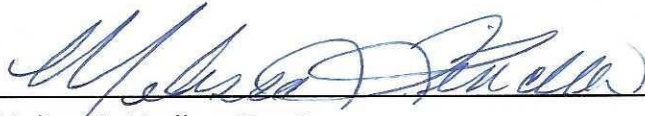
Concurrent with this review, the second lowest bidder, who also did not meet the CDBE goal, stated that they were unable to hold their bid prices, essentially withdrawing their bid. The third lowest bidder did not meet the CDBE participation goal and their bid was \$14,823,636, substantially higher than the lowest bid and greatly exceeding the available budget for the

Attachment: SS7425 OBO Memo to Procurement (6227 : Rocky Branch RB03 SSES and Rehabilitation SS7425)

project. After reviewing all factors and consultation with Columbia Water, the Department of Procurement and Contracts, and internal legal staff, the decision was made to proceed with a recommendation to award to the lowest bidder, CaJenn Construction and Rehabilitation Services, Inc. of Hoboken, GA in the amount of \$10,891,153.25.

As part of the management review and ongoing efforts to enhance the City's programs, there has been recognition of the need to strengthen the understanding of the City's compliance programs and specifically the Good Faith criteria. The Office of Business Opportunities is working collaboratively alongside other departments to strengthen GFE requirements in hopes that the changes will provide more guidance to meet CDBE goals placed on projects in the future

Please find signature of approval below, thank you.



Melissa L. Lindler, Director

Date: 9/30/20

CONTRACT

City of Columbia, South Carolina

SS7425

Rocky Branch RB03 SSES and Rehabilitation (SS7425) CDBE

BID 051-19-20-BF

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **CaJenn Construction & Rehabilitation Services, Inc.** with legal address and principal place of business at **P.O. Box 38, Hoboken, GA 31542**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** 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 ninety-five (395)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Ten Million Eight Hundred Ninety-One Thousand One Hundred Fifty-Three Dollars and Twenty-Five Cents (\$10,891,153.25)**.

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.

City of Columbia, SC
8/07/2017

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 **One Thousand Dollars and Zero Cents (\$1,000.00)** per day for each calendar day of delay beyond the date set for substantial completion and **Two Thousand Dollars and Zero Cents (\$2,000.00)** per day for each calendar day of delay beyond the date set for final completion until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 17 "Specifications for Sanitary Sewers", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations and the Columbia Disadvantaged Business Enterprise (CDBE) policy.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Location Map.

9.2.10 Drawings, numbered G-1 through G-8, all-inclusive and dated January 29, 2020.

9.2.11 Addenda numbers ____ to ____, inclusive.

9.2.12 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 bidder's expense. 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.

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 Contracts

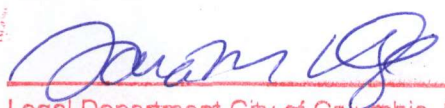
1800 Main Street, 2nd Floor

Columbia, 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

Event Number	051-19-20-BF Addendum 3	Organization	City of Columbia, SC
Event Title	Rocky Branch RB03 SSES & Rehabilitation (S	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	5/19/2020 02:14:12 PM (ET)	Phone	
Close Date	6/25/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
United Gilsonite Laboratories - I	Scranton	PA	6/11/2020 11:23:29 AM (ET)	0	\$0.00
CaJenn Construction & Rehabilit	Hoboken	GA	6/25/2020 09:25:47 AM (ET)	1	\$10,891,153.25
North American Pipeline Manag	Marietta	GA	6/25/2020 10:13:01 AM (ET)	1	\$10,938,633.00
Vortex Services, LLC.	Greenville	SC	6/25/2020 10:51:00 AM (ET)	1	\$14,823,636.00
mcclam & associates inc	little mountain	SC	6/25/2020 10:46:16 AM (ET)	1	\$15,648,606.40

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

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 (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
LCI-Lineberger Construction Inc.		Milling & Paving	\$175,000	2 %	WBE	
BLD Services LLC		Service Lateral CIPP	\$2,870,000	26 %		
United Specialty Construction LLC		Point Repairs	\$200,000	2 %		
				%		
				%		
				%		

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: \$ 3,245,000

TOTAL CONTRACT AMOUNT: \$ 10,891,153.25

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

Business Name: CaJenn Construction + Rehabil

Representative Name/Title: Cristy S Jennings President Cristy Jennings

Date: 6-22-2020



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents

PURPOSE:

The property owner is removing a private art project; therefore, the encroachment is no longer needed. First reading approval was given on September 15, 2020.

ATTACHMENTS:

- 2020-076 repeal 2014-079 encroach Lee Building 1313 Pulaski at 500 blk Lady (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-076

Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01

WHEREAS, by Ordinance No.: 2014-079 enacted on August 5, 2014 City Council approved Kenzil F. Summey and Alison Renee Lee (hereinafter "Grantees") use of a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height; and,

WHEREAS, Grantees desire to have said Ordinance repealed as they no longer desire the use of the right of way area; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020 that the privileges heretofore granted by Ordinance No.: 2014-079 enacted on August 5, 2014 granting an encroachment Kenzil F. Summey and Alison Renee Lee (hereinafter "Grantees") use of a portion of the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01, for installation and maintenance of a steel Palmetto tree approximately nine (9') feet six (6") inches in height with a concrete base approximately four (4') feet six (6") inches in diameter and a metal protective barrier approximately four (4') feet six (6") inches in diameter and three (3') feet in height is hereby repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

Ardis, Shari L

From: ksummey@sc.rr.com
Sent: Friday, August 21, 2020 9:17 PM
To: Ardis, Shari L
Cc: 'Alison Summey'
Subject: [EXTERNAL] RE: Repeal 1313 Pulaski Street Encroachment Ordinance

Importance: High

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

To Whom It May Concern:

I approve the submission of the attached document to the City Council to repeal the encroachment ordinance granted to us in 2014 for the placement of a steel palmetto tree on the site designated in the ordinance. Thank you to the City Council and other city officials who assisted us in this effort. You were most helpful and cooperative.

Sincerely,
 Kenzil and Alison Summey

From: Ardis, Shari L <Shari.Ardis@columbiasc.gov>
Sent: Friday, August 21, 2020 10:34 AM
To: ksummey@sc.rr.com
Subject: Repeal 1313 Pulaski Street Encroachment Ordinance

As we discussed by phone this morning I just need your approval to submit the attached to City Council to repeal the encroachment ordinance granted in 2014 for the palmetto tree.

If you could reply by the first of next week with your confirmation I will submit it for first reading on the September 15th agenda.

Thank you!

Shari Lynn Ardis
 Office Manager
 City Attorney's Office
 Post Office Box 667
 Columbia, South Carolina 29202
 (p) 803-737-4242
 (f) 803-737-4250
 (c) 803-728-7241
shari.ardis@columbiasc.gov



Think before you print

Confidential and Privileged: Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged Attorney-Client communication exempt from disclosure under South Carolina Freedom of Information Act pursuant to Section 30-4-40(a)(4)&(7), 1976 S.C. Code Ann. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- 2020-090 encroach 701 Abelia Road (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-090

Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11

WHEREAS, Richard Ladson and Jeanette Ladson (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 700 block of Abelia Road adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11, for the installation and maintenance of a concrete wall measuring approximately eighteen (18") inches in height approximately fifty-five (55') feet in length, landscaping and irrigation, 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 _____, 2020, that Grantees are hereby granted the right to use the right of way areas of the 700 block of Abelia Road adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11, for the installation and maintenance of a concrete wall measuring approximately eighteen (18") inches in height approximately fifty-five (55') feet in length, 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 construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the Grantees at no cost to the City in a manner approved by the City Manager; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantees, their 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 Grantees, their 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 Grantees 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. Grantees are responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray 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 Grantees, in consideration of the above privilege, shall at their 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:

T. A. Knox

City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Attachment: 2020-090 encroachment 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroachment 701 Abelia Road (Ladson))

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-090**



**700 BLOCK OF ABELIA ROAD
ADJACENT TO 701 ABELIA ROAD AND 3827 DEVINE STREET
GARDEN WALL**

Subject Property:	Right-of-way adjacent to 701 Abelia Road
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a garden wall
Applicant:	Richard and Jeanette Ladson
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete wall measuring approximately eighteen (18") inches in height approximately fifty-five (55') feet in length, landscaping and irrigation, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray 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
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: 2020-090 encroach 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroach 701 Abelia Road (Ladson))



701 Abelia St. City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, June 30, 2020



Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate
- Highway

- City Maintained
- State Maintained
- - Private
- Others
- Red: Band_1
- Green: Band_2

■ Blue: Band_3

0 0.01 0.02 0.0



CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) *Business signs are NOT permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.*

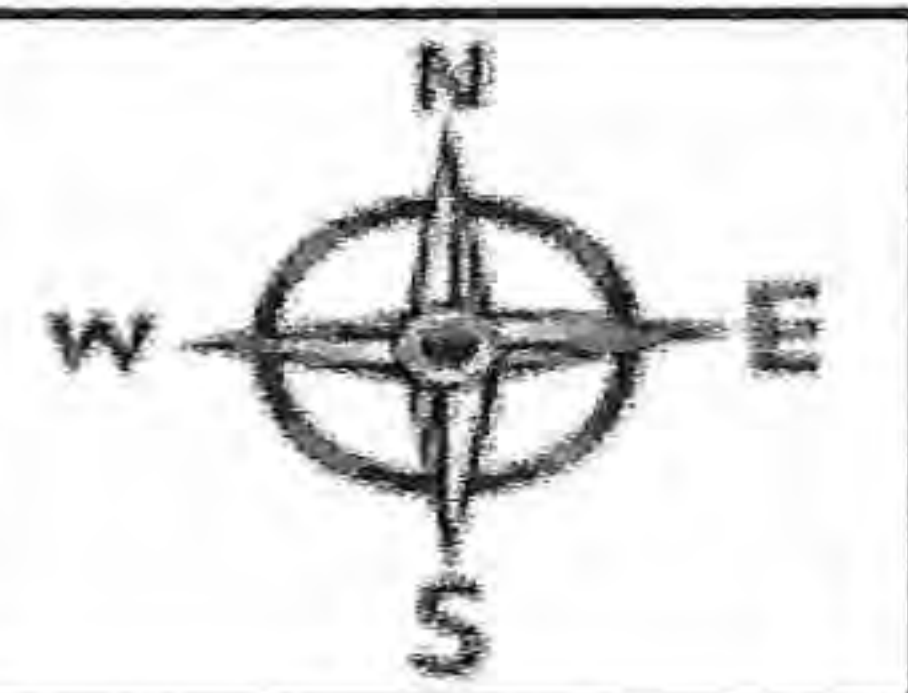
Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: _____ Property Owner: RICHARD S. LADSON & JEANETTE C. LADSON
 Applicant's Name if different from Property Owner: SAME
 Contact Information: Telephone Number: 571-612-0656 Fax Number: NA
 Mailing address: SAME AS BELOW E-mail address: rsldadson@yahoo.com
 Encroachment Location (Address): 701 ABELIA RD. COLUMBIA S.C. 29205
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)
 Tax Map Number for Encroachment Location: BOOK 2457 - 2509

Encroachment type: ☒ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☐ other
 If Other - specify: 18" HIGH GARDEN WALL - REPLACE EXISTING -
 Dimensions (height/width/length): THE EXISTING CMU WALL IS APPROX. 14" H x 55' ± W/RETURN;
 (i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)
 Construction material: BRICK
 Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

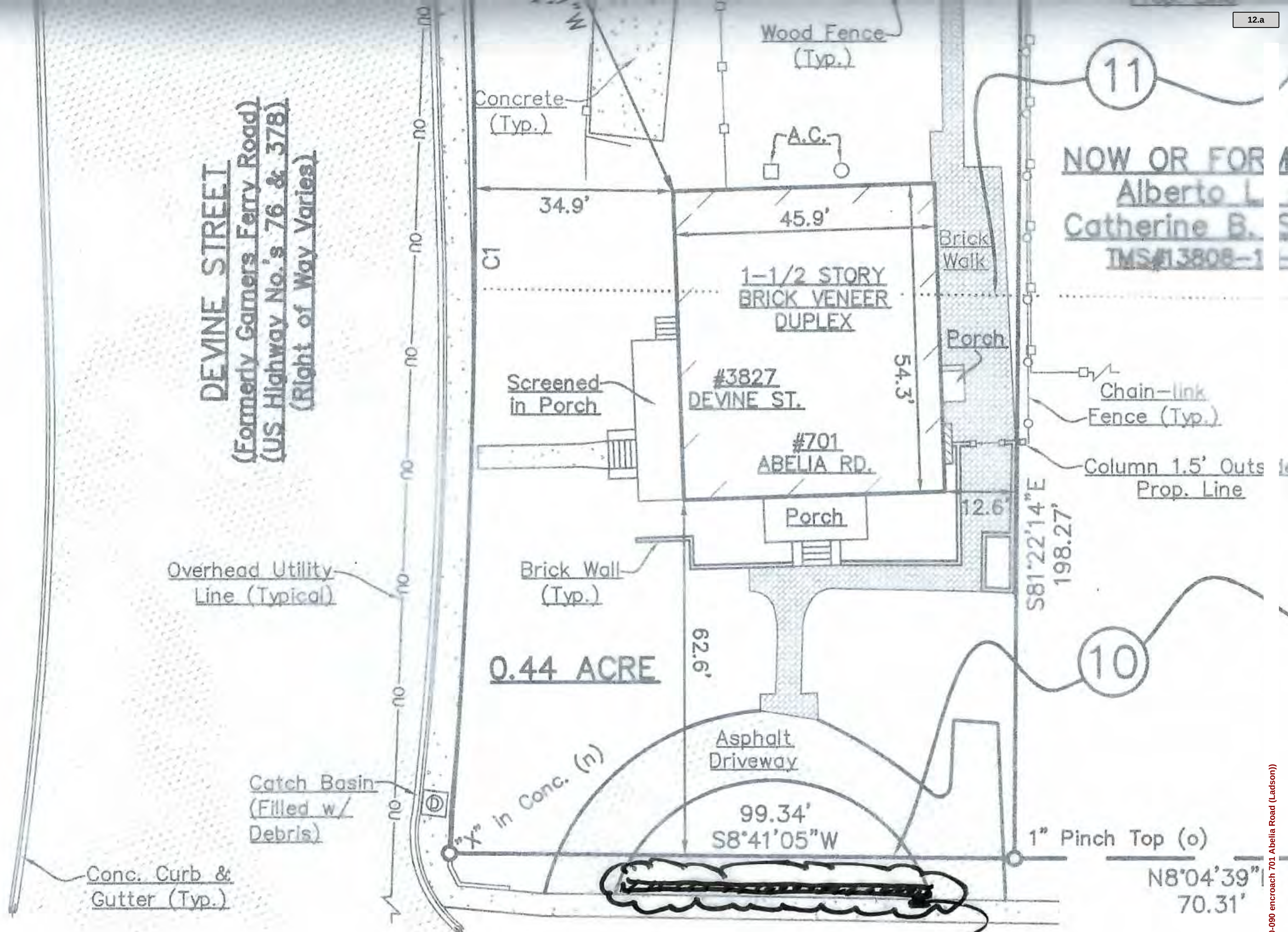
Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Todd Beiers	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	tfbeiers@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net



Book 2457-2509

2019095549 12/30/2019 11 04:42:030

Fee: \$25.00 County Tax: \$0.00

Plat Oversized 11 x 17

State Tax: \$0.00



2019095549

John T. Hopkins II

Richland County R.O.D.



Easements and/or restrictions may exist on the subject property which are not shown hereon.

PLAT
PREPARED FOR

RICHARD S. LADSON

RICHLAND COUNTY, COLUMBIA, S.C.

THE SAME BEING COMPOSED OF PORTIONS OF LOTS 10 AND 11, BLOCK NO. 16, ON A PLAT OF SUBDIVISION () BELONGING TO M.C. HEATH, ESQ., BY TOMLINSON ENGINEERING COMPANY, DATED JANUARY 7, 1932, AND REC R OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "G", PAGES 17-18. REFERENCE I TO RICHLAND COUNTY DEED BOOK 2138, PAGE 902.

EXEMPTION FROM REVIEW PROCESS

This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.

X

(Registered Surveyor)

Printed Name: JEFFERY E. EDMONSTON

License#: 29121

SEPTEMBER 20, 2019

1" = 30'



COX AND DINKINS, INC.
724 BELTLINE BLVD.

COLUMBIA, SOUTH CAROLINA 29205

803-254-0518 Fax: 803-765-0993

Email: cdinc@coxanddinkins.com

I hereby state that I am a professional knowledge, belief, the survey shown in accordance with the Standards of Practice for South Carolina, and the requirements for a () as specified therein; also encroachments or projections shown.

PROF. LAND SURV.

JEFF



Attachment: 2020-090 encroachment 701 Abelia Road (6189 : Ordinance No.: 2020-090 encroachment 701 Abelia



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
2125 Apple Valley Road; TMS# 07502-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

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

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ANNEX-2020-0006_AppleValley2125_Council (PDF)
- 2020-060 annex 2125 Apple Valley(PDF)

HISTORY:

07/21/20	Columbia City Council	DEFERRED
09/15/20	Columbia City Council	APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY 2125 Apple Valley Road; TMS# 07502-01-03

Council District:	1
Proposal:	Request to annex the property and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.
Applicant:	Marguerite W. Sanders
Staff Recommendation:	Approval
PC Recommendation:	06/01/2020; Approval (6-0)
ZPH:	07/21/2020; Deferred by City Council
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.28 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential District (RG-1)
Census Tract: 104.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing duplex is **approximately \$360 annually** based on a year's calls for service for residential properties in nearby areas of the City. A review of calls received by the Richland County Sheriff's Department at this property over the previous year indicates that CPD would have incurred an actual cost of **\$1,320 for the prior year**, however CPD has no objections to this annexation.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately \$187.00 annually per household**.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

The customers on the annexed property 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 duplex, as it is located within a designated Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$240 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in June, prior to City Council's consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Residential Large Lot

(UER-2) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single Family Detached

*Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Broad River Road Corridor and Community Master Plan*](#) (2010) adopted by Richland County, specifically within the St. Andrews East Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 51).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the East, South, and West and Office and Institutional District (C-1) to the North.

The proposed City of Columbia zoning district is General Residential District (RG-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of General Residential District (RG-1) at the time of annexation.



Land Use Map

2125 Apple Valley Road, TMS# 07502-01-03;
Current Rich. Co. FLU: Mixed Residential (Hig

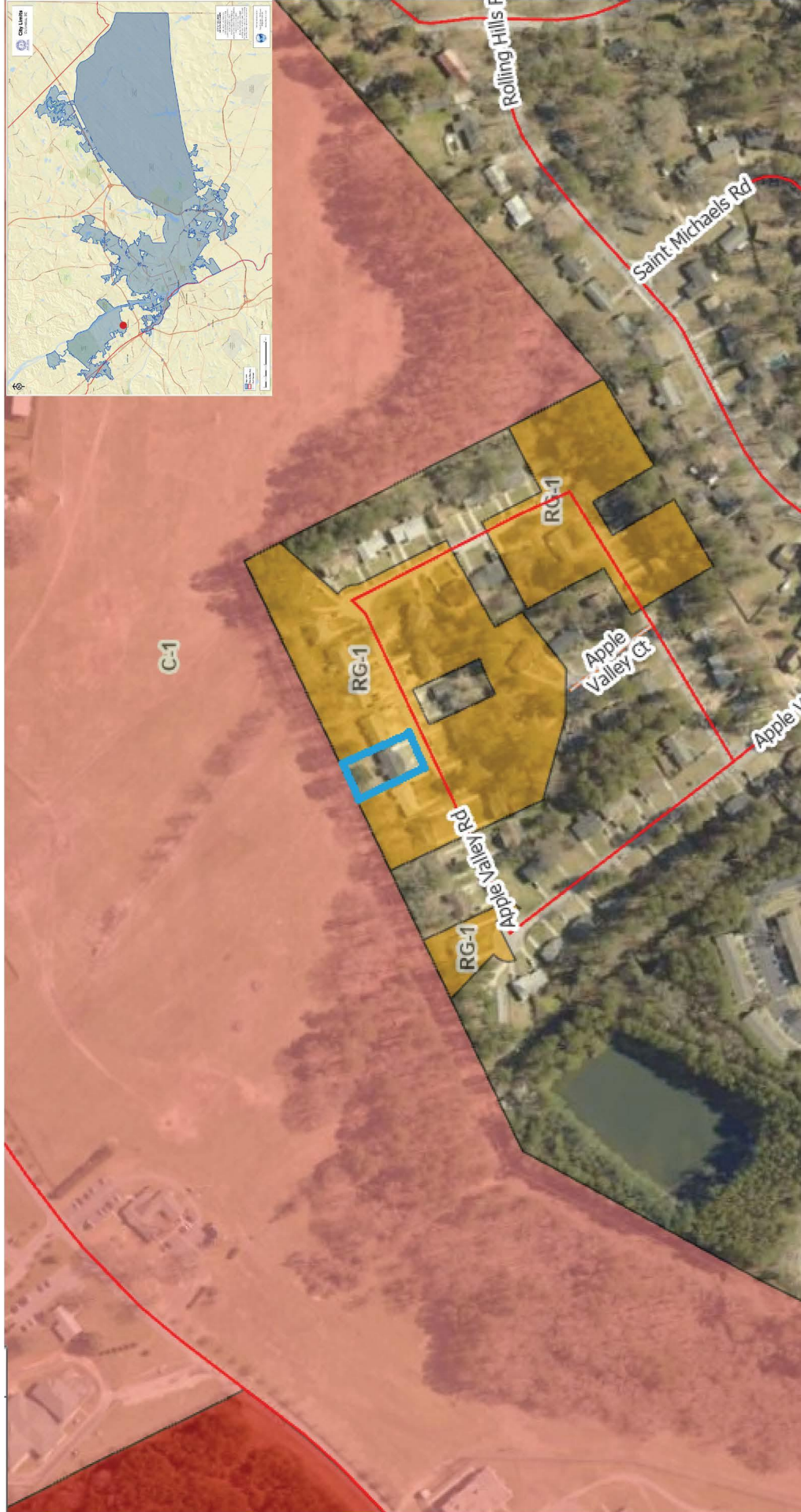


DISCLAIMER: The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

Attachment: ANNEX-2020-0006_AppleValley2125_Council (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)

Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



Prepared by: Shane Shaughnessy
March 24, 2020



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ORDINANCE NO.: 2020-060

Annexing 2125 Apple Valley Road, Richland County TMS #07502-01-03

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Residential District (RG-1), apportioned to City Council District 1, Census Tract 104.08 and contains .028 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07502-01-03

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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-060

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 14, 2020

RE: **Property Address:** 2125 Apple Valley Road
Richland County TMS#: 07502-01-03
Owner(s): Marguerite W. Sanders
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Multi Family Medium Density (RM-MD)
Proposed City Zoning: General Residential (RG-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 1
Census Tract: 104.08

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 **June 1, 2020** 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.

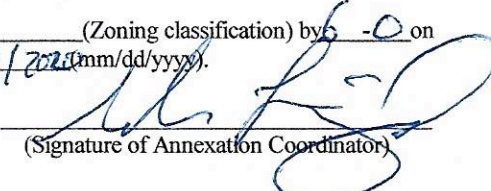
/atl

Attachments

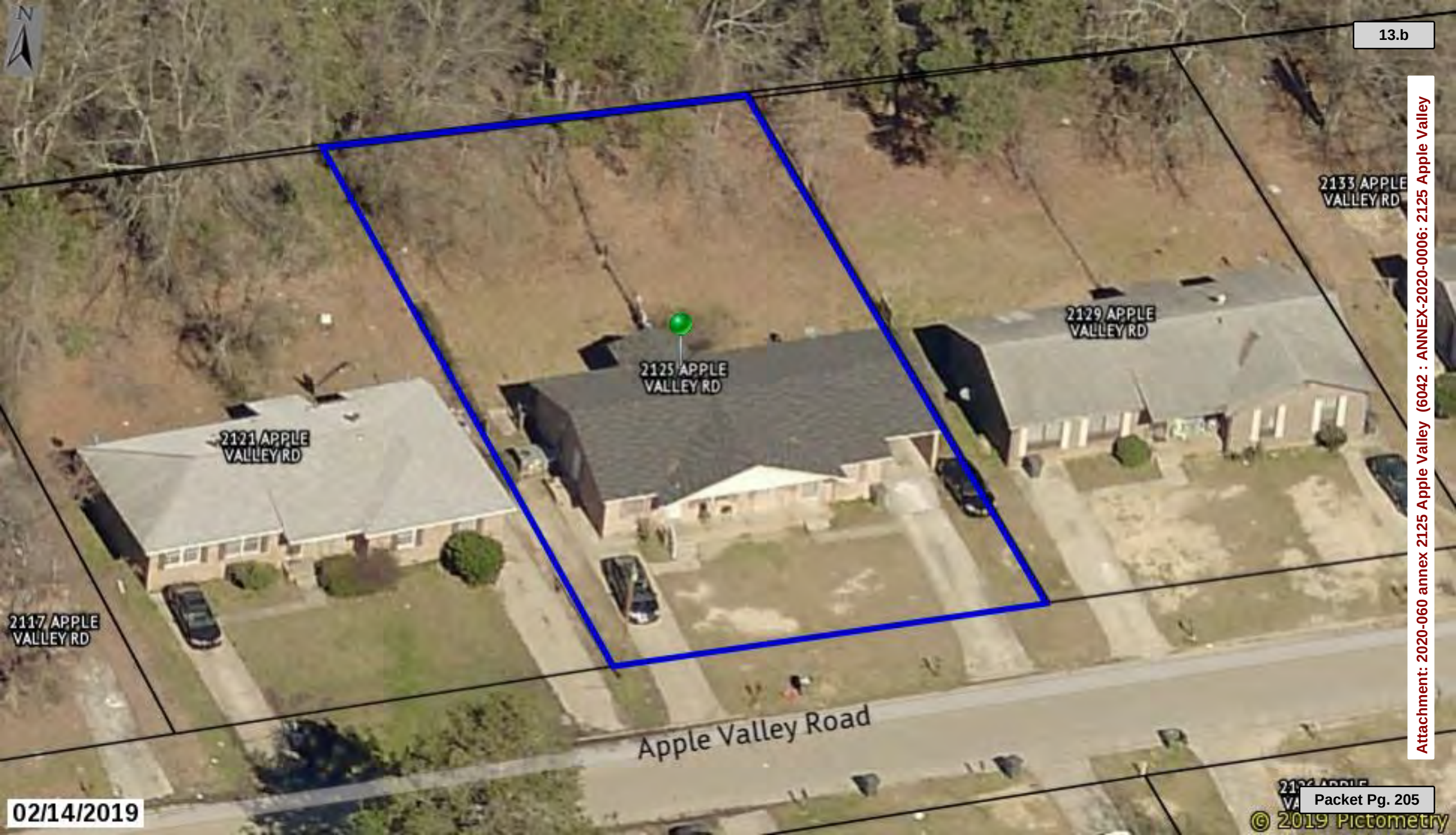
cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Tiffany Latimer, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
---	---

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 60 on 6/1/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-1 (Zoning classification) by -0 on 6/1/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



2125 APPLE VALLEY RD

2129 APPLE VALLEY RD

2133 APPLE VALLEY RD

2121 APPLE VALLEY RD

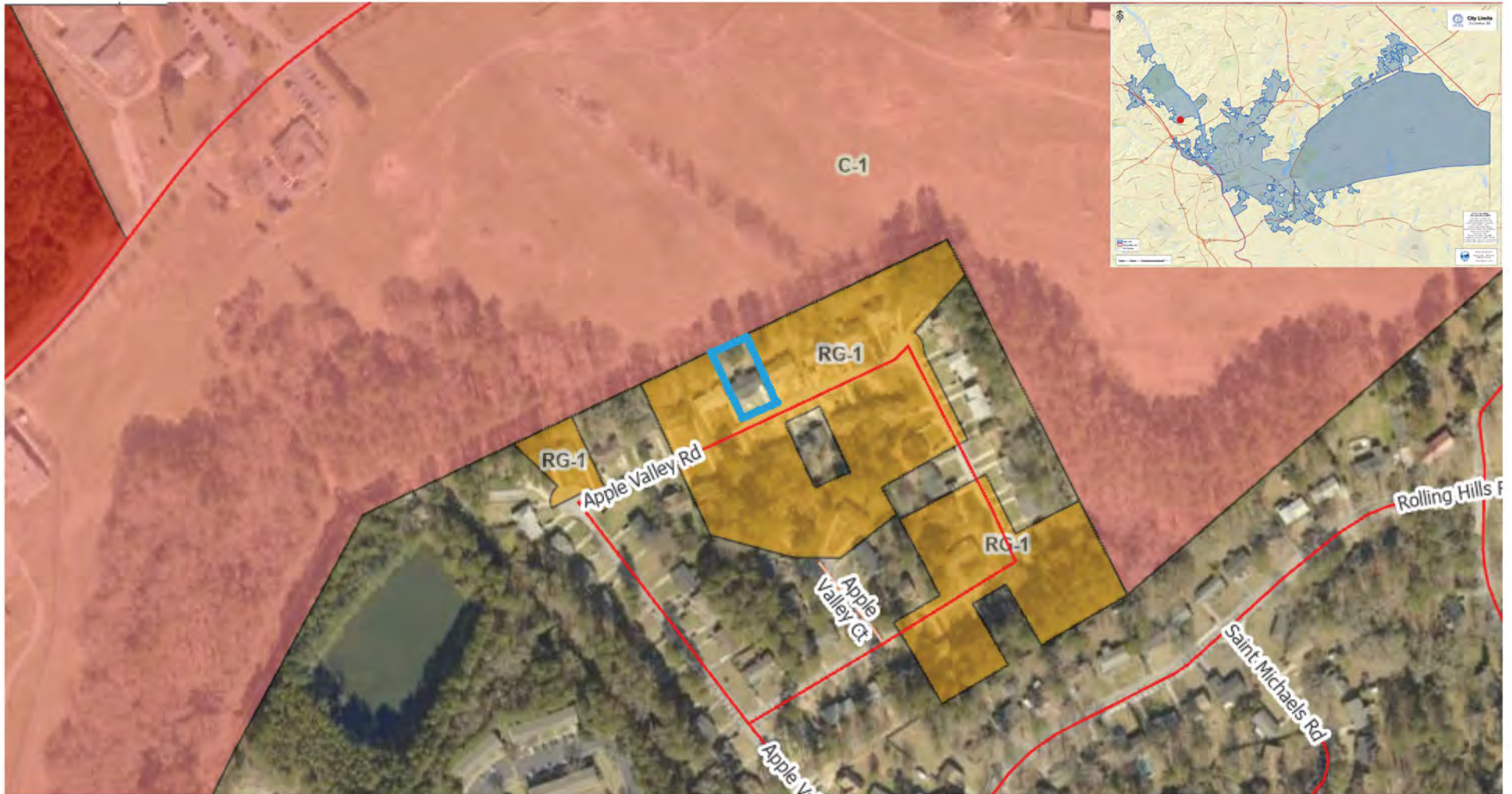
2117 APPLE VALLEY RD

Apple Valley Road

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley

Zoning Map

2125 Apple Valley Rd., TMS# 07502-01-03
Current Rich. Co. Zoning: RM-MD, Proposed Zoning: RG-1



Prepared by: Shane Shaughnessy
March 24, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

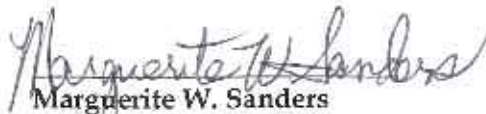
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acres, more or less, and shown and designated as block 01, lot 03 on Richland County Tax Map 07502-01-03. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07502-01-03

Property Addresses: 2125 Apple Valley Road

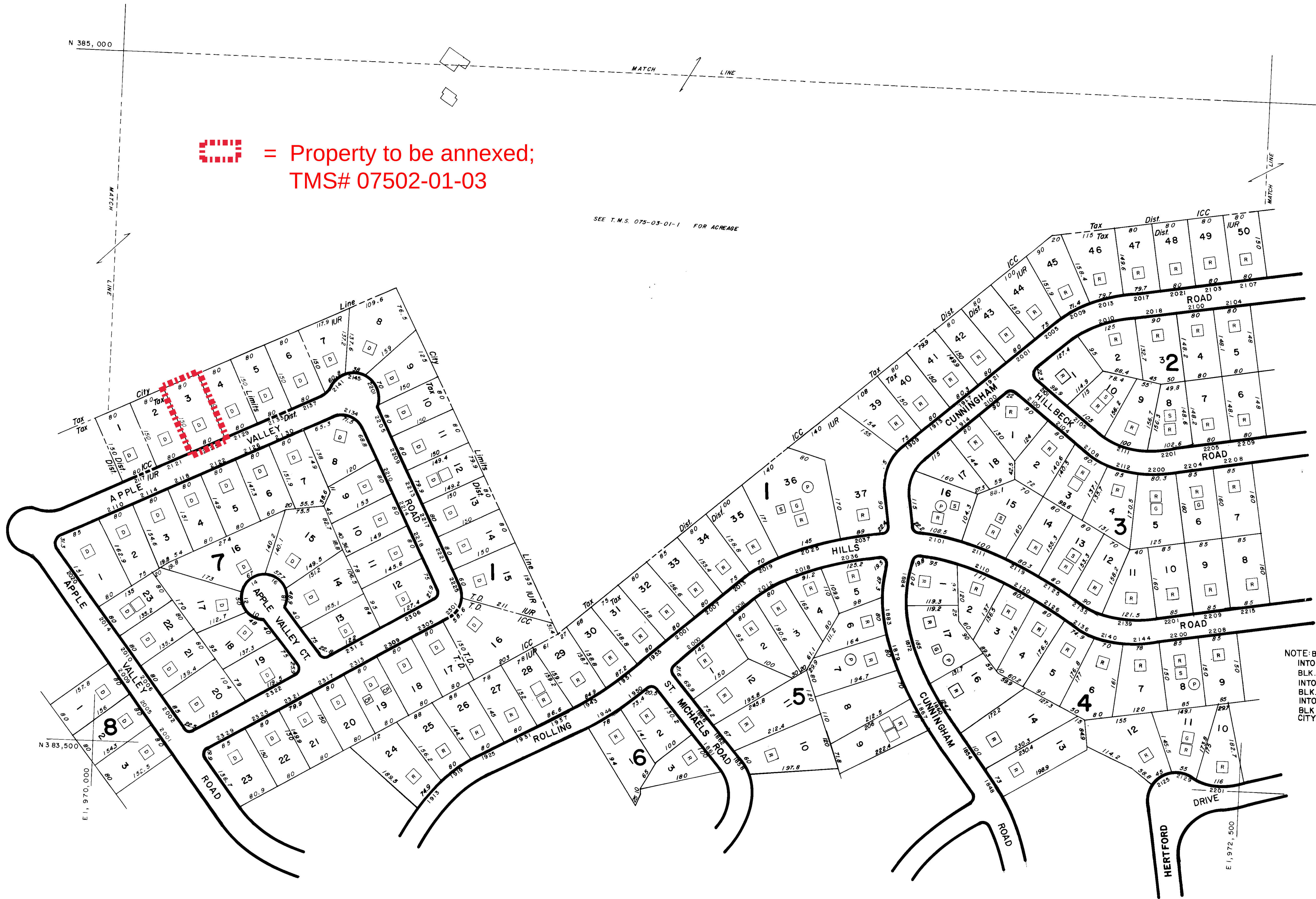
BY:

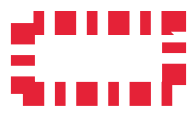

 Marguerite W. Sanders

Date:

3-19-20

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



 = Property to be annexed;
TMS# 07502-01-03

SEE T.M.S. 075-03-01-1 FOR ACREAGE

NOTE: BLK. 1 LOT 5 ANNEXED
INTO CITY 12-20-00.
BLK. 1 LOT 1 ANNEXED
INTO CITY 7-11-01.
BLK. 1 LOT 16 ANNEXED
INTO CITY 4-4-01.
BLK. 1 LOT 6 ANNEXED INTO
CITY 5-11-05

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
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

(B) (C)

DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC...
DENOTES SEPARATE OWNER
FROM BUILDING

BLOCK NO

50

50

LOT NO

150.5

LOT MEASUREMENT

6.55 AC

ACREAGE

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		
061-15	075-03	075-07
061-14	075-02	075-06
061-13	075-01	075-05

GRAPHIC SCALE

0

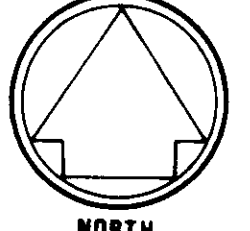
100

200

300

1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE



NORTH

PROPERTY MAP
SHEET NO.

07502

SCHOOL DISTRICT
ICC, IUR

Packet Pg. 208

Attachment: 2020-060 annex 2125 Apple Valley (6042 : ANNEX-2020-0006: 2125 Apple Valley Road; TMS# 07502-01-03)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ANNEX-2020-0014_Brantley906_ZPH (PDF)
- 2020-081 annex 906 Brantley (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY 906 Brantley Street; TMS# 07306-02-36

Council District:	2
Proposal:	Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	Maria S. Smith
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (7-0)
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.37 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Single Family Residential Low Density (RS-LD)
Proposed City Zoning: Single Family Residential District (RS-1)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing single family residence is **approximately \$70 annually** based on a year's calls for service at nearby residential properties in the City.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Attachment: ANNEX-2020-0014_Brantley906_ZPH (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately \$187.00 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The customer has requested new sewer service.

Water Customer Care

The customers on the annexed property 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 single family residence, as it is located within a designated Secondary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$700 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in July, prior to City Council’s consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Mixed Residential (UEMR) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types, from detached single-family to multi-family complexes.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached

- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Broad River Road Corridor and Community Master Plan*](#) (2010) adopted by Richland County, specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61). The subject property is not located within the area of a proposed catalyst project (page 54).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential (RS-1) to the South and East and General Residential District (RG-2) to the North.

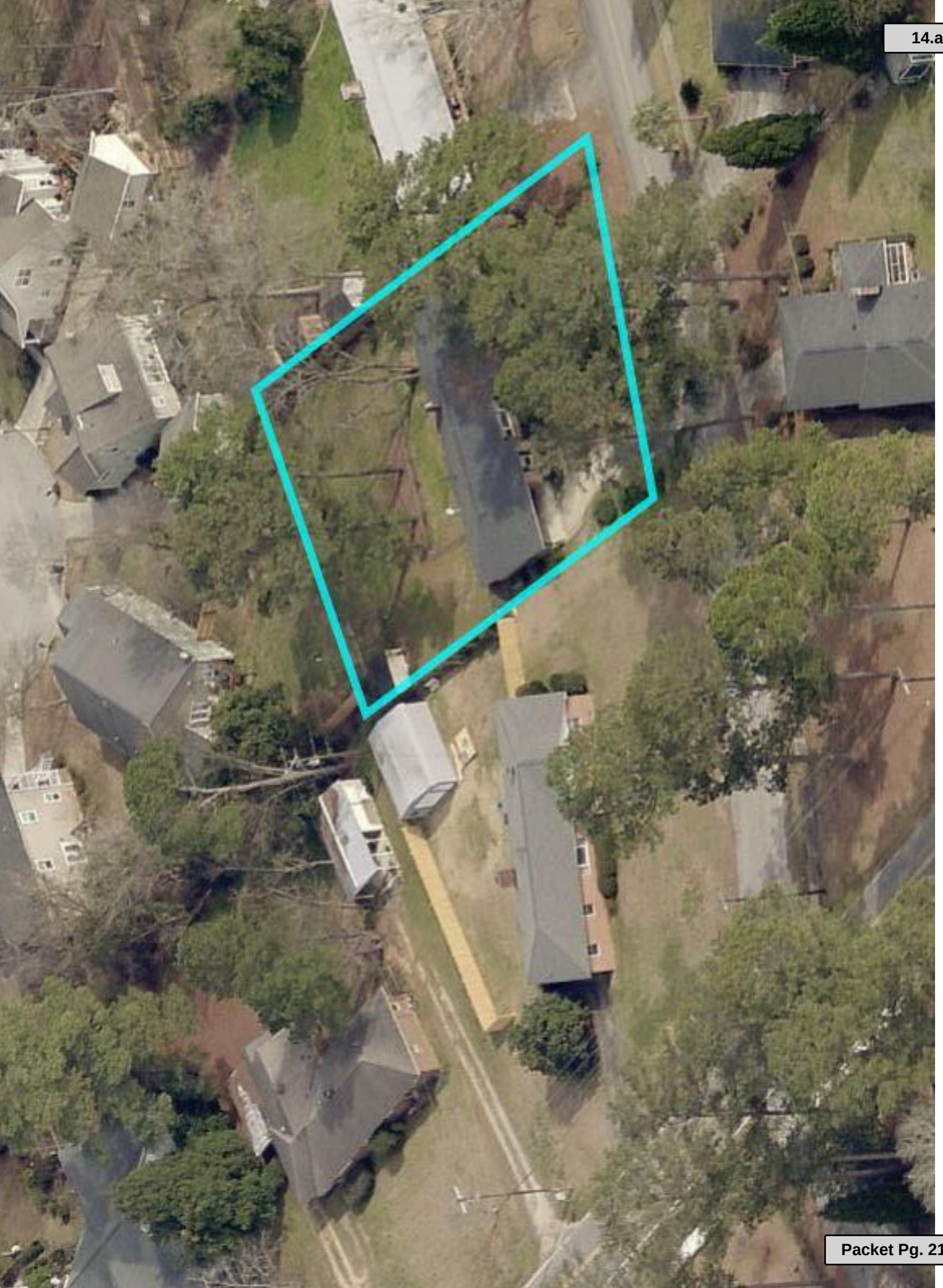
The proposed City of Columbia zoning district is Single Family Residential District (RS-1).

Single Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of Single Family Residential District (RS-1) at the time of annexation.



Land Use Map

906 Brantley Street, TMS# 07306-02-36;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: Pending



Prepared by: Shane Shaughnessy
August 6, 2020

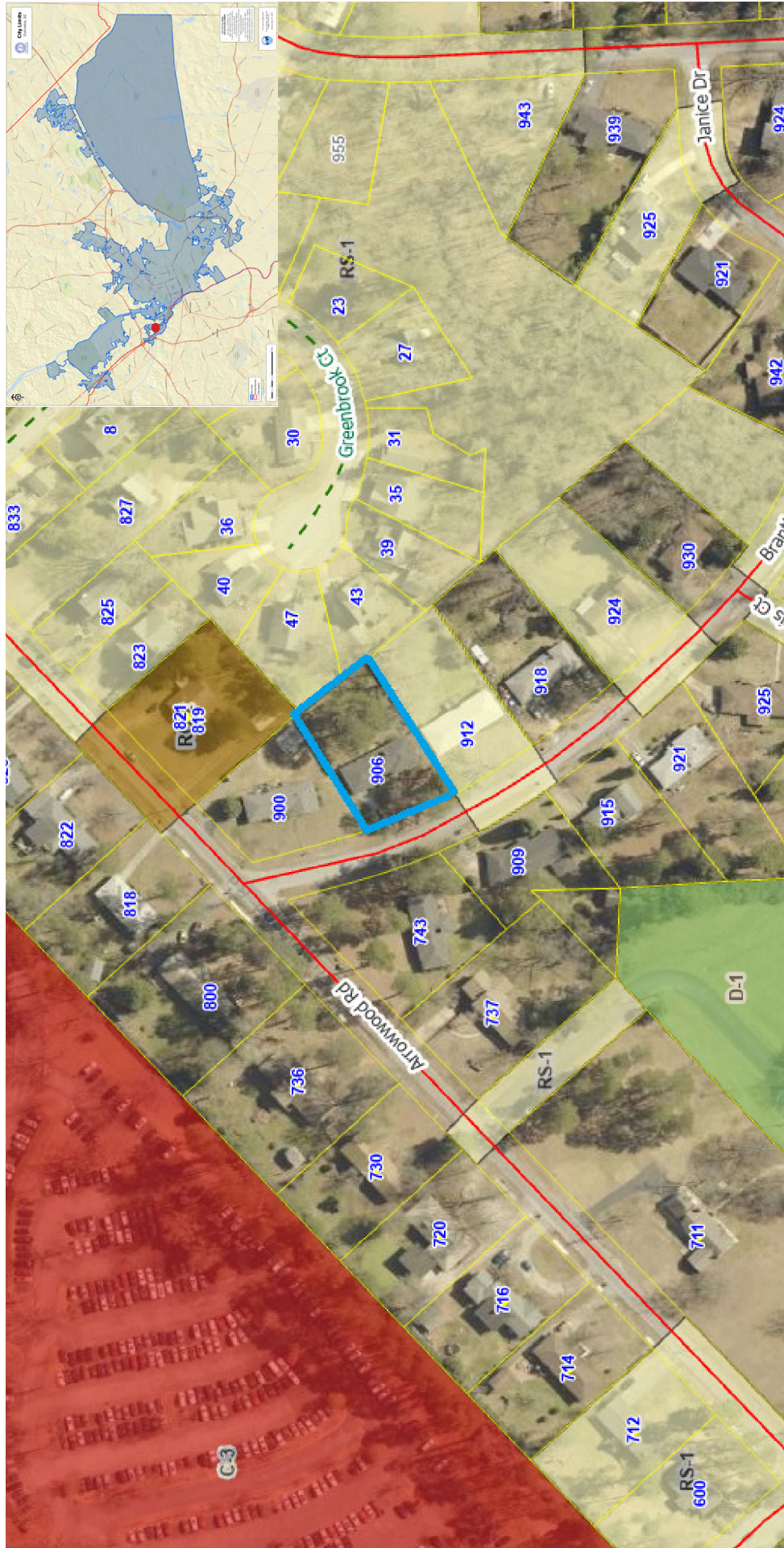


UCMR-1 - Urban Core Mixed Residential - 1	UCR-1 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	SIA - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UEIR-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Center	CI - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UEIR-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Center	GBA - Central Business Area
UCMR-4 - Urban Core Mixed Residential - 4	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Center	ZOO - Riverbanks Zoo & Garden
UEMR - Urban Edge Mixed Residential	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UCMF - Urban Core Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UEMF - Urban Edge Multi-family	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	TS - Transitional/Sensitive Lands
UCR-1 - Urban Core Residential Small Lot			

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Zoning Map

906 Brantley Street, TMS# 07306-02-36;
Current Zoning: RS-LD, Proposed Zoning: RS-1



Prepared by: Shane Shaughnessy
May 19, 2020



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ORDINANCE NO.: 2020-081*Annexing 906 Brantley Street, Richland County TMS #07306-02-36*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Single Family Residential District (RS-1), apportioned to City Council District 2, Census Tract 104.03 and contains 0.37 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07306-02-36

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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-081

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: May 20, 2020
 RE: **Property Address:** 906 Brantley Street
Richland County TMS#: 07306-02-36
Owner(s): Maria S. Smith
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Single Family Residential Low Density (RS-LD)
Proposed City Zoning: Single Family Residential (RS-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 104.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 2020** 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
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

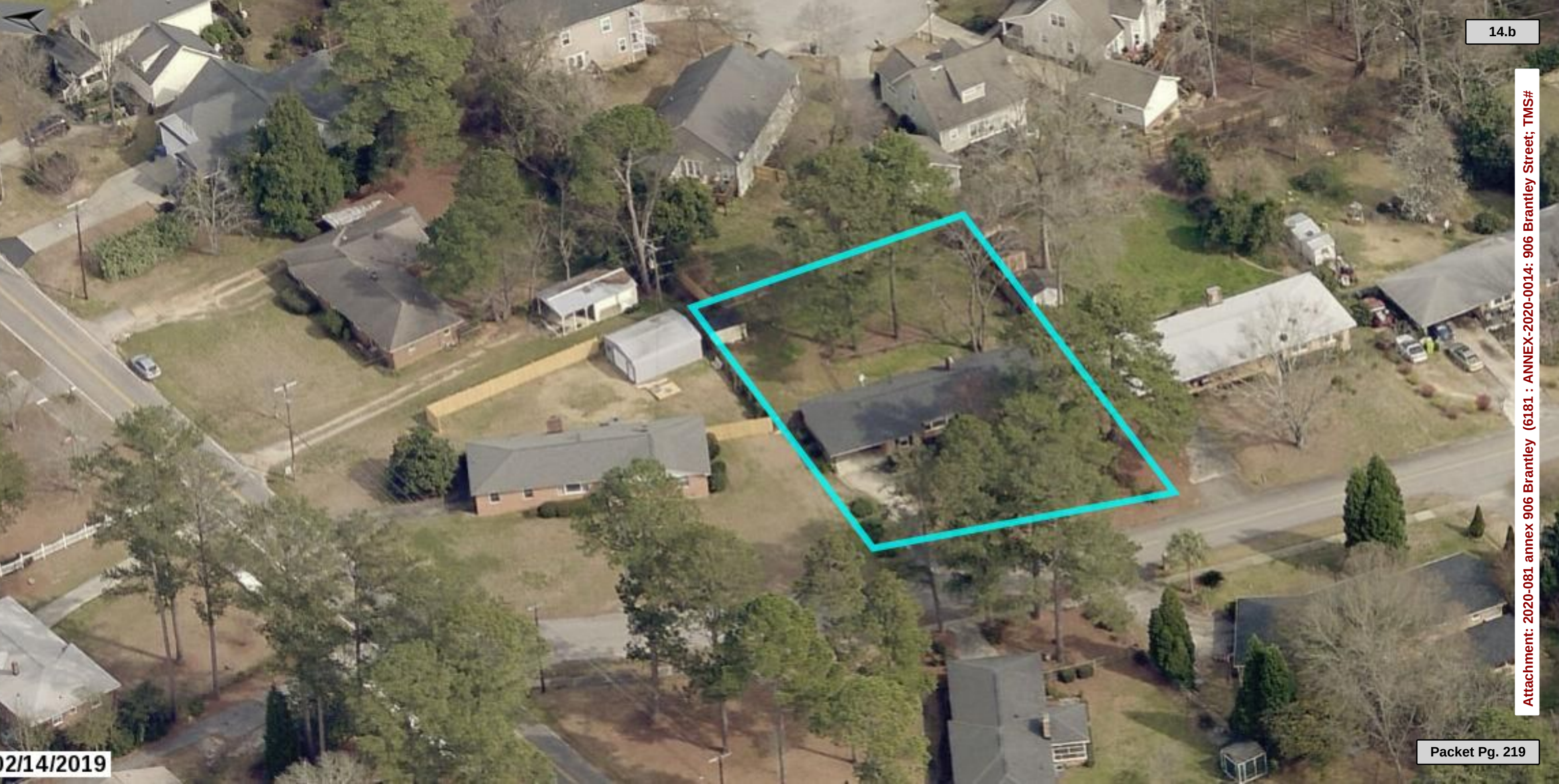
Missy Gentry, Assistant City Manager
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 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 7-0
 on 7/13/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-1 (Zoning classification) by 7-0
 on 7/13/20 (mm/dd/yyyy).

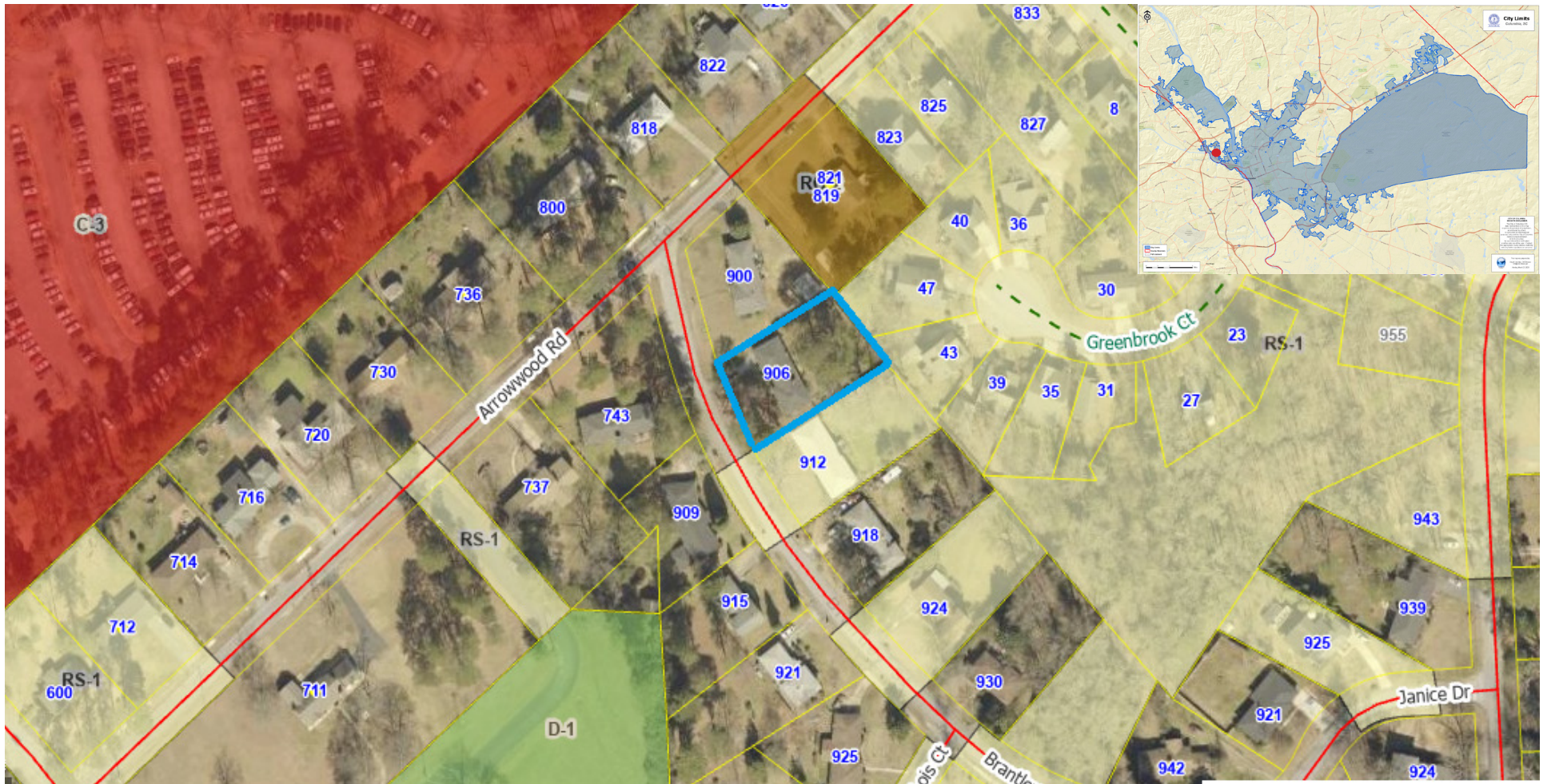
(Signature of Annexation Coordinator)

Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)



Zoning Map

906 Brantley Street, TMS# 07306-02-36;
Current Zoning: RS-LD, Proposed Zoning: RS-1



We Are Columbia



Prepared by: Shane Shaughnessy
May 19, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 07306-02-36

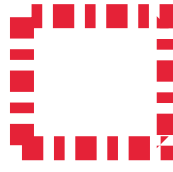
Property Addresses: 906 Brantley Street

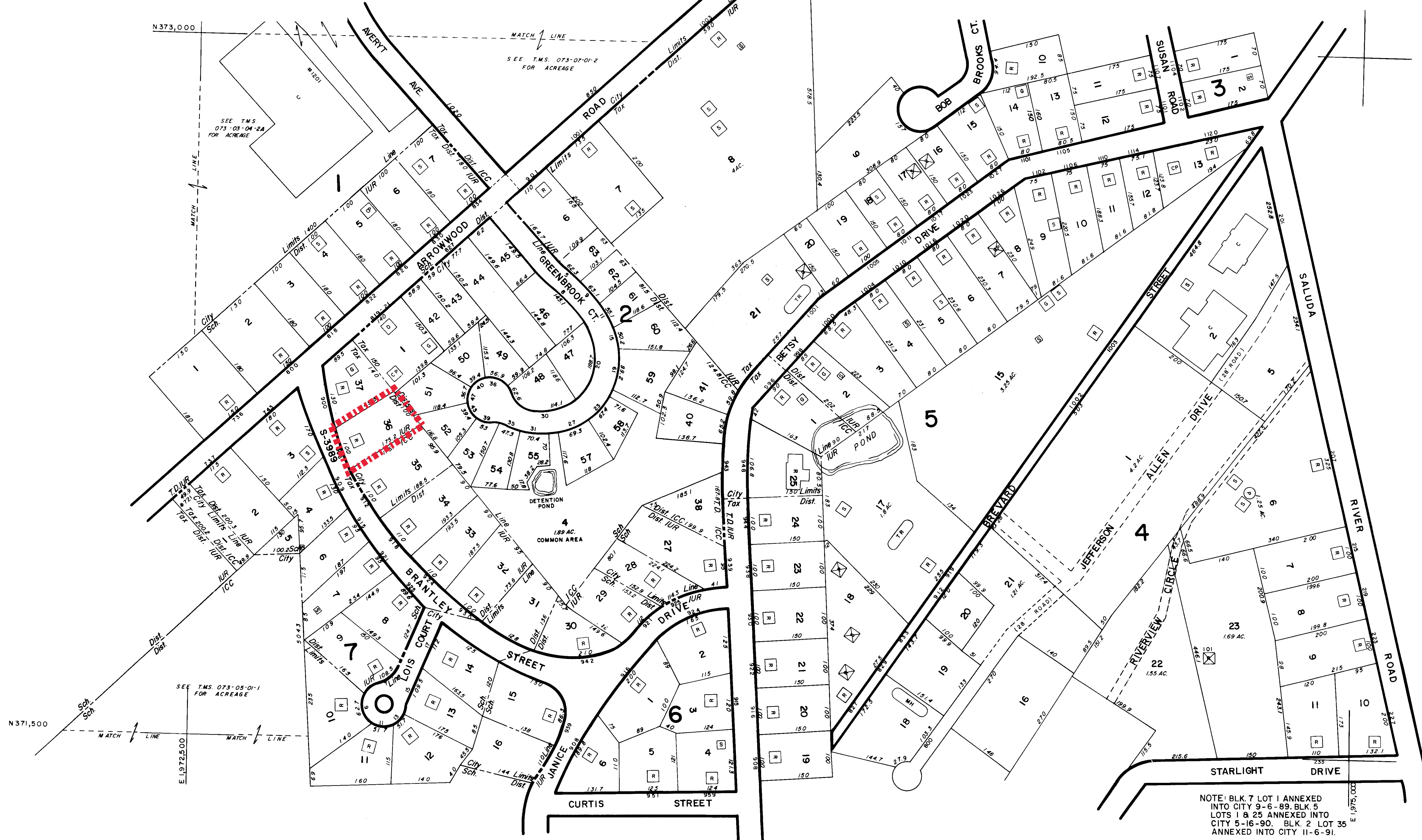
BY: Maria S. Smith
 Maria S. Smith

Date: May 10, 2020

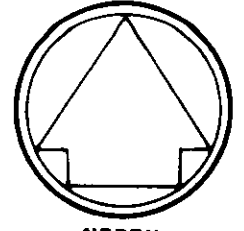
Attachment: 2020-081 annex 906 Brantley (6181 : ANNEX-2020-0014: 906 Brantley Street; TMS# 07306-02-36)

07306

 = Property to be annexed;
TMS# 07306-02-36



NOTE: BLK. 7 LOT 1 ANNEXED
INTO CITY 9-6-89. BLK. 5
LOTS 1 & 25 ANNEXED INTO
CITY 5-16-90. BLK. 2 LOT 35
ANNEXED INTO CITY 11-6-91.
BLK. 2 LOT 1 ANNEXED INTO
CITY 10-7-98.

Prepared by KUCERA & ASSOCIATES Photogrammetric Consultants Mentor, Ohio	REVISIONS		PROPERTY LINE RIGHT OF WAY CITY LIMITS SCHOOL DIST RAILROAD PUBLIC ROAD AND BLOCK DIVIDER	LEGEND  DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC.  (B) (C) DENOTES SEPARATE OWNER FROM BUILDING	BLOCK NO LOT NO LOT MEASUREMENT ACREAGE ADDRESS	50 50 150.5 6.55 AC 1204	PROPERTY TAX MAP RICHLAND COUNTY SOUTH CAROLINA	 THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.	MAP KEY	GRAPHIC SCALE 0 100 200 300 1" = 100'	 NORTH	PROPERTY MAP SHEET NO 07306 SCHOOL DISTRICT IUR, ICC Packet Pg. 222	
	DATE FIELD CHECKED	DATE LAST REVISED							073-03	073-07			073-11
	12/83	12/04							073-02	073-06			073-10
	12/86	12/05							073-01	073-05			073-09
12/87	12/06												
12/88													
	12/01												
	12/02												
	12/03												



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
3801 Eureka Street; TMS# 13708-09-22

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ANNEX-2020-0016_Eureka3801_ZPH (PDF)
- 2020-083 annex-incorporate 3801 Eureka Street (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

Updated: 9/24/2020 2:07 AM

Page 1

Packet Pg. 223



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3801 Eureka Street; TMS# 13708-09-22

Council District:	3
Proposal:	Request to annex the property, assign land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Single Family Residential District (RS-3). The property is currently classified as Mixed Residential (High Density) and zoned RS-HD by Richland County.
Applicant:	Kevin Patrick Pazdernik
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Single Family Residential - High Density (RS-HD)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing single family residence is **approximately \$180 annually** based on a year's calls for service in nearby residential areas in the City.

Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately \$187.00 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. New sewer service has been requested for this property.

Water Customer Care

The customers on the annexed property 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 single family residence, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$400 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential (RS-3) to the South, North, and West and Single Family Residential District (RS-1) to the West. Surrounding parcels within unincorporated Richland County are currently zoned Single Family Residential-High Density (RS-HD) to the East.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Urban Core Residential Small Lot (UCR-1), and assign zoning of Single Family Residential District (RS-3) at the time of annexation.



Land Use Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCR-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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Zoning Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RS-3



We Are Columbia



Prepared by: Shane Shaughnessy
July 10, 2020

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Attachment: ANNEX-2020-0016_Eureka3801_ZPH (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS#

ORDINANCE NO.: 2020-083

*Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 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 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Core Residential Small Lot (UCR-1), zoning of Single Family Residential District (RS-3), apportioned to City Council District 3, Census Tract 26.03, and contains 0.27 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-09-22

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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-083

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.27 acres, and shown on a plat prepared for Terrance P. Cooper, Sr., by Baxter Land Surveying Co., dated August 21, 2012 and recorded August 27, 2012 in Book 1790 at Page 3394 in the Office of the Register of Deeds for Richland County, the property having the metes and bounds as shown on said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: July 16, 2020
 RE: **Property Address:** 3801 Eureka Street
Richland County TMS#: 13708-09-22
Owner(s): Kevin Patrick Pazdernik
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Single Family - High Density (RS-HD)
Proposed City Zoning: Single Family Residential (RS-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 26.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 2020** 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

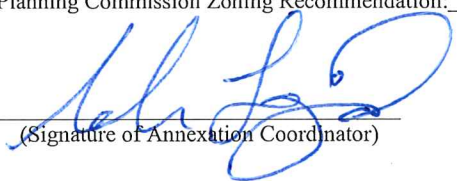
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 6-0
 on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-3 (Zoning classification) by 6-0
 on 8/3/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)



Land Use Map

3801 Eureka Street., TMS# 13708-09-22;
Current Rich. Co. FLU: Mixed Residential High Density, Proposed FLU: UCR-1



We Are Columbia

Prepared by: Shane Shaughnessy
July 10, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

3801 Eureka Street, TMS# 13708-09-22;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RS-3



We Are Columbia



Prepared by: Shane Shaughnessy
July 10, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.27 acres, and shown on a plat prepared for Terrence P. Cooper, Sr., by Baxter Land Surveying Co., dated August 21, 2012 and recorded August 27, 2012 in Book 1790 at Page 3394 in the Office of the Register of Deeds for Richland County, the property having the metes and bounds as shown on said plat.

Richland County TMS: 13708-09-22

Property Addresses: 3801 Eureka Street

BY:


 Kevin Patrick Pazdernik

Date:

7/7/20

Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.

Book 1790-3394

2012069025 08/27/2012 14:00:16.870

Plat Standard

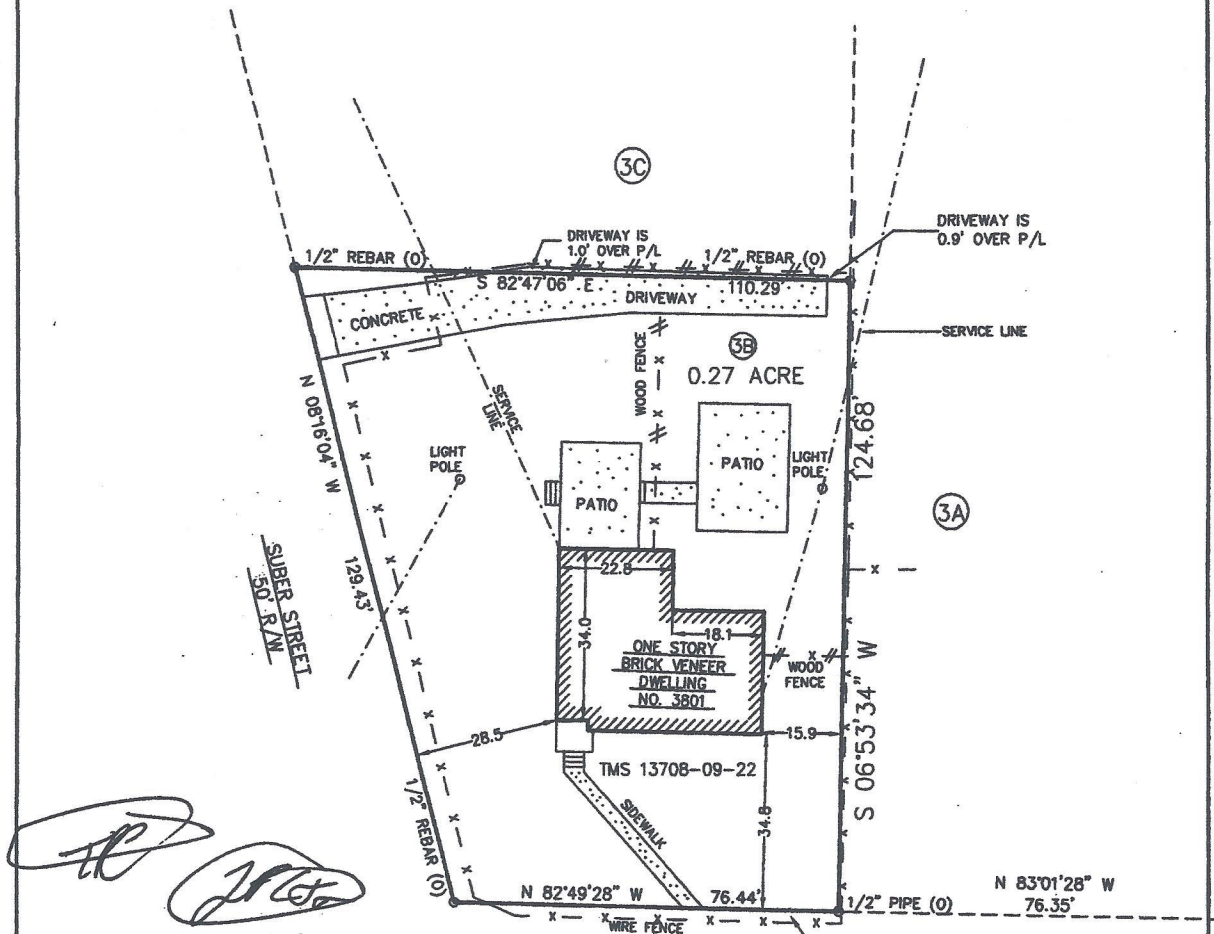
Fee: \$5.00 County Tax: \$0.00

State Tax: \$0.00



2012069025 John T. Hopkins II

Richland County R.O.D.



EXEMPTION FROM REVIEW PROCESS

This plat is a Resurvey of an existing lot of record with no changes to existing lot lines.

ROSSER W. BAXTER, JR. SCPLS NO. 7613

PLAT PREPARED FOR

TERRENCE P. COOPER, SR.

RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT NO. 3B ON PLAT PREPARED FOR JANIE BENSON-WEBB BY BAXTER LAND SURVEYING CO., INC., DATED SEPTEMBER 15, 2004, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK 987, PAGE 444.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



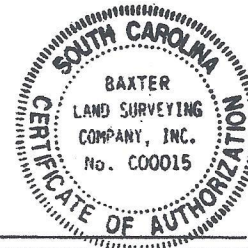
BAXTER LAND SURVEYING CO., INC.

2204 DEVINE STREET
COLUMBIA, SC 29205
(803)-252-8564

AUGUST 21, 2012

Rosser W. Baxter, Jr.

ROSSER W. BAXTER, JR. SCPLS NO. 7613



Attachment: 2020-083 annex-incorporate 3801 Eureka Street (6182 : ANNEX-2020-0016: 3801 Eureka Street; TMS# 13708-09-22)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:2

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ANNEX-2020-0017_WBeltline3834_36_ZPH (PDF)
- 2020-084 annex-incorporate 3834 and 3836 W Beltline (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

Updated: 9/24/2020 2:07 AM

Page 1



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03

Council District:	2
Proposal:	Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.
Applicant:	Whit Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.24 acres
Current Use: Commercial (vacant)
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 9

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing commercial building is **approximately \$800 annually** based on a year's calls for service for similar nearby commercial properties in the City.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on the annexed property 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 commercial structure, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$600 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in the Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

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 3-5 mile drive and typically consist of a variety of commercial and service 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

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North and West. Surrounding parcels within unincorporated Richland County are currently zoned GC to the East, South, and West.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign a future land use classification of Mixed Residential (High Density) and assign zoning of General Commercial District (C-3) at the time of annexation.



Land Use Map

3834 and 3836 W. Beltline Blvd, TMS# 11609-09-03;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: AC-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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3834 and 3836 W. Beltline Blvd., TMS# 11609-09-03;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3



We Are Columbia

Prepared by: Shane Shaughnessy
July 10, 2020

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ORDINANCE NO.: 2020-084

*Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard,
Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by
Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 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 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 9 and contains 0.24 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11609-09-03

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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-084

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.24 acres, more or less, and shown and designated as block 09, lot 03 on Richland County Tax Map 11609-09-03. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: July 17, 2020
 RE: **Property Address:** 3834 and 3836 West Beltline Boulevard
Richland County TMS#: 11609-09-03
Owner(s): Whit Investments, LLC
Current Use: Vacant Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 9

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 3, 2020** 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

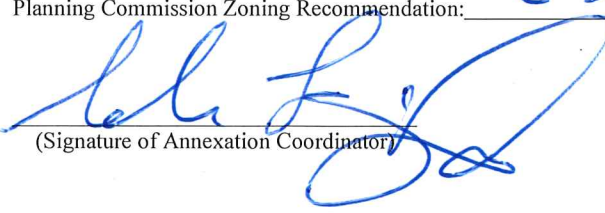
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6 - 0
 on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 6 - 0
 on 8/3/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-084 annex-incorporate 3834 and 3836 W Beltline (6183 : ANNEX-2020-0017: 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-



Land Use Map



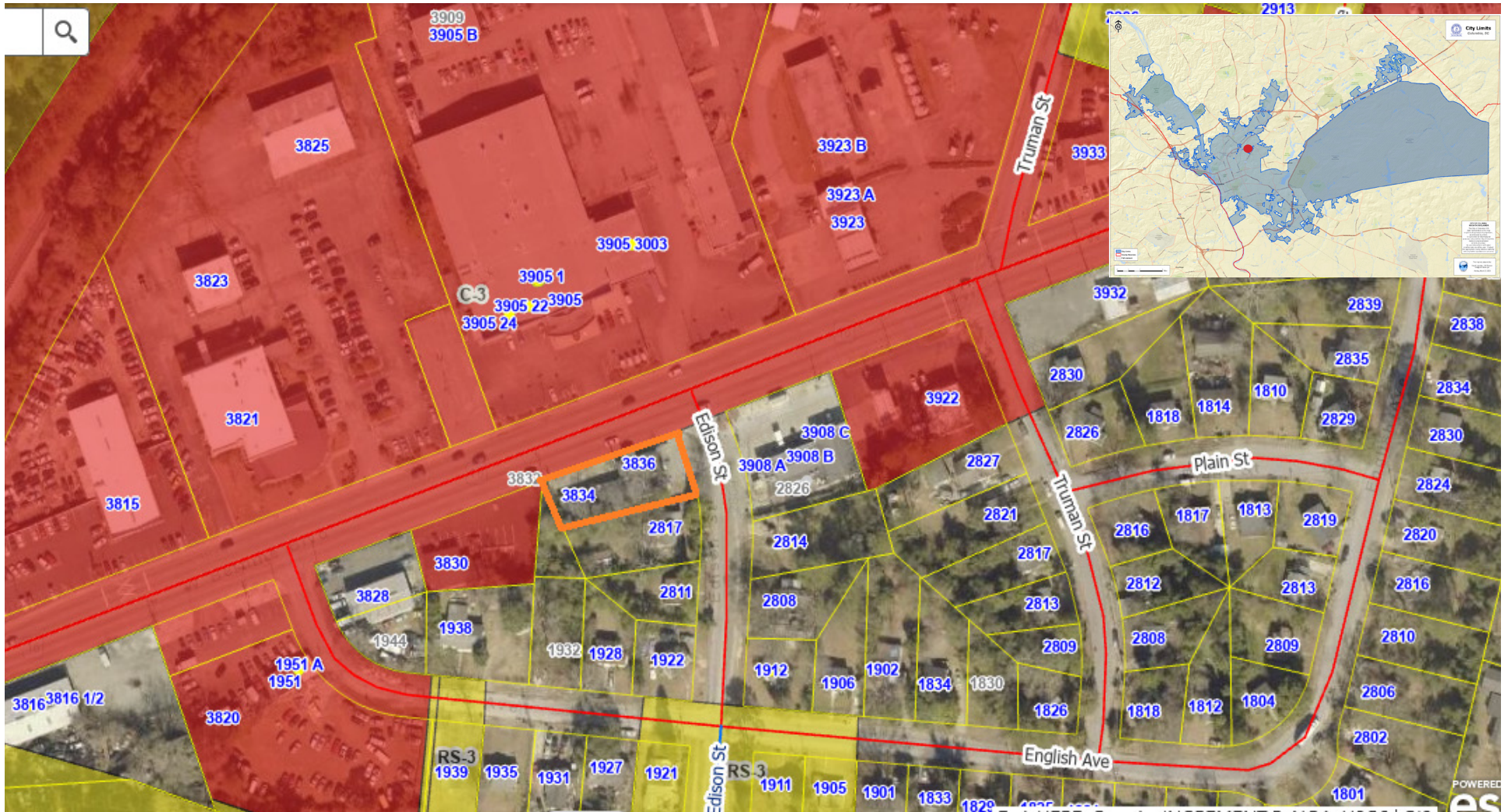
Prepared by: Shane Shaughnessy
July 10, 2020

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		U/C - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCR-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Zoning Map

3834 and 3836 W. Beltline Blvd., TMS# 11609-09-03;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3



We Are Columbia

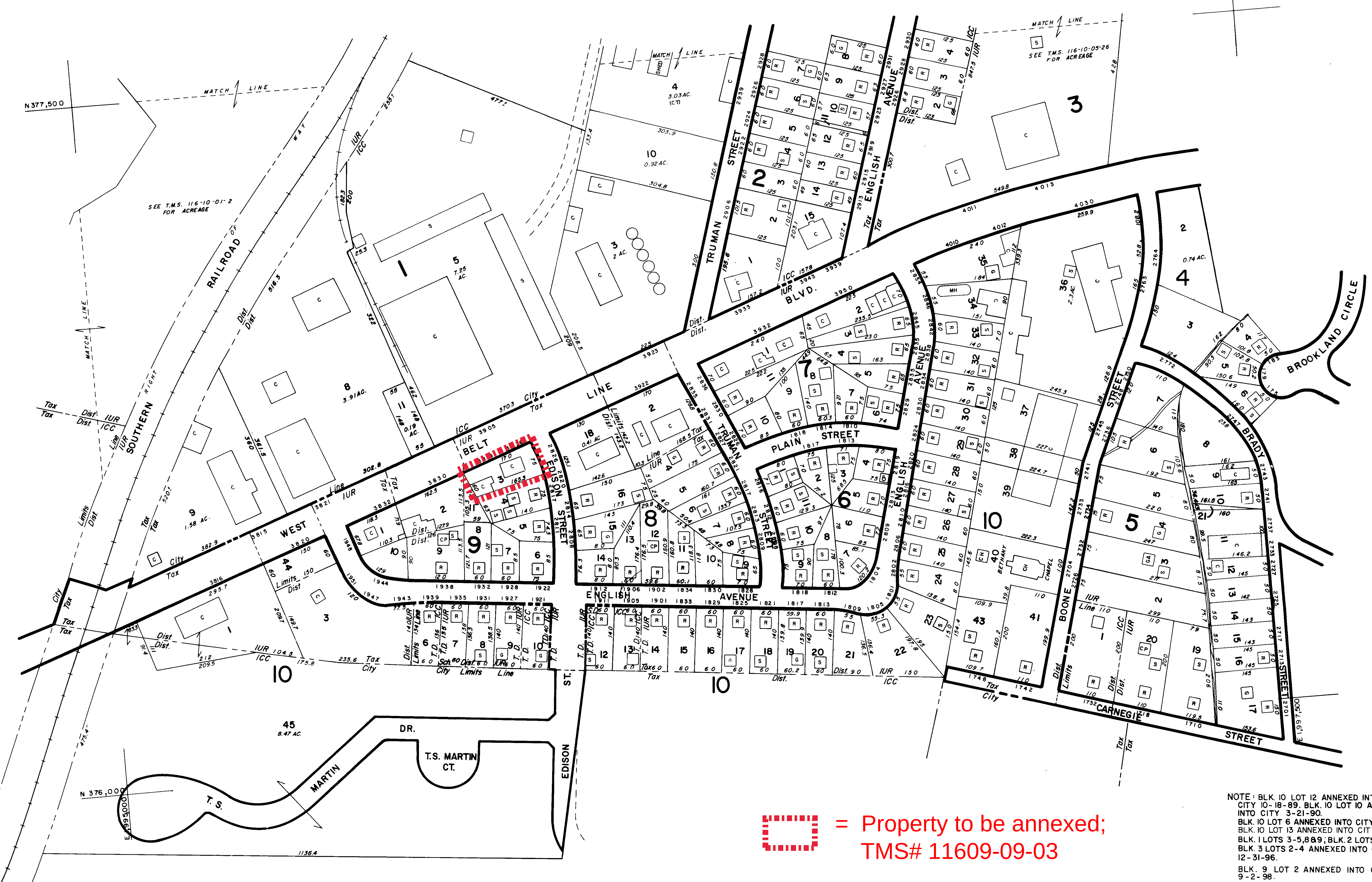


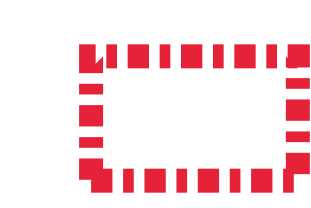
Prepared by: Shane Shaughnessy
July 10, 2020

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60911



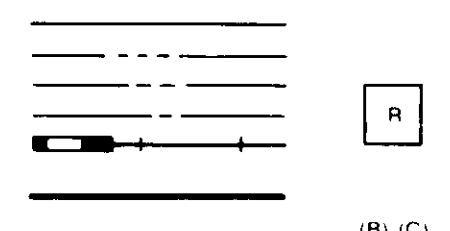
 = Property to be annexed;
TMS# 11609-09-03

NOTE: BLK. 10 LOT 12 ANNEXED INTO CITY 10-18-89. BLK. 10 LOT 10 ANNEXED INTO CITY 3-21-90.
BLK. 10 LOT 6 ANNEXED INTO CITY 3-6-91.
BLK. 10 LOT 13 ANNEXED INTO CITY 11-20-91.
BLK. 1 LOTS 3-5, 8 & 9; BLK. 2 LOTS 1-15; BLK. 3 LOTS 2-4 ANNEXED INTO CITY 12-31-96.
BLK. 9 LOT 2 ANNEXED INTO CITY 9-2-98.
BLK. 8 LOT 2 ANNEXED INTO CITY 11-18-98.
BLK. 10 LOT 2 ANNEXED INTO CITY 1-6-99.
BLK. 5 LOT 1 ANNEXED INTO CITY 8-20-03.

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	
12/87	12/01
12/88	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...
(B) (IC) DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO.
LOT NO.
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

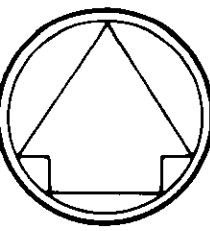


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MAP KEY		
116-06	116-10	116-14
116-05	116-09	116-13
115-08	115-12	115-16

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE.



NORTH

PROPERTY MAP
SHEET NO.
11609
SCHOOL DISTRICT
ICC, IUP

Packet Pg. 252



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 4

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

Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (PDF)
- ANNEX-2020-0018_18.1acClemson_ZPH (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

Updated: 9/28/2020 10:59 AM

Page 1

Packet Pg. 253

ORDINANCE NO.: 2020-085

*Annexing and Incorporating an 18.1 acre portion of 300 Clemson Road,
Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by
Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 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 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Urban Edge Mixed Residential (UEMR), zoning of General Residential District (RG-2), apportioned to City Council District 4, Census Tract 114.14 and contains 18.1 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25700-02-03(p)

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-085

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.1 acres, Clemson Road, on a Zoning Exhibit prepared for Fitch Irick Partners, by Civil Engineering of Columbia, Inc., dated July 15, 2020. Said parcel having such boundaries and measurements as are shown on said exhibit.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 17, 2020

RE: **Property Address:** 18.1 acre portion of 300 Clemson Road
Richland County TMS#: 25700-02-03 (portion)
Owner(s): Whit Investments, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Use Corridor and Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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 3, 2020** 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

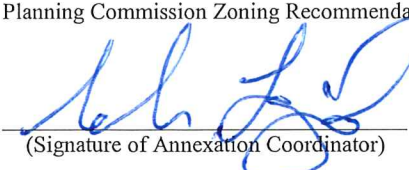
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

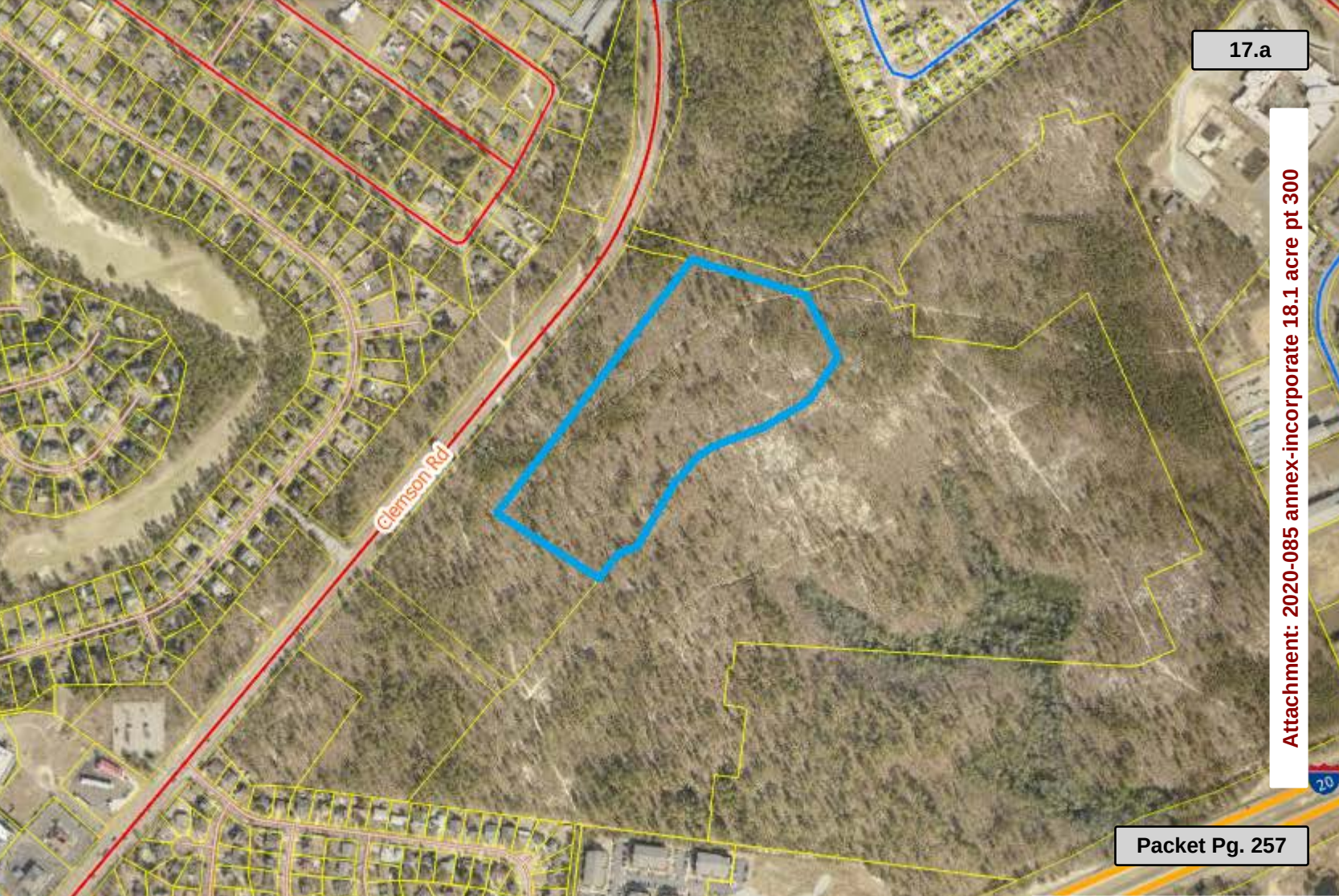
Missy Gentry, Assistant City Manager
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 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 6-0
 on 8/3/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 6-0
 on 8/3/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;



Land Use Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. FLU: Mixed Use Corridor and Neighborhood (Medium Density),
Proposed FLU: UEMR



Prepared by: Shane Shaughnessy
July 16, 2020

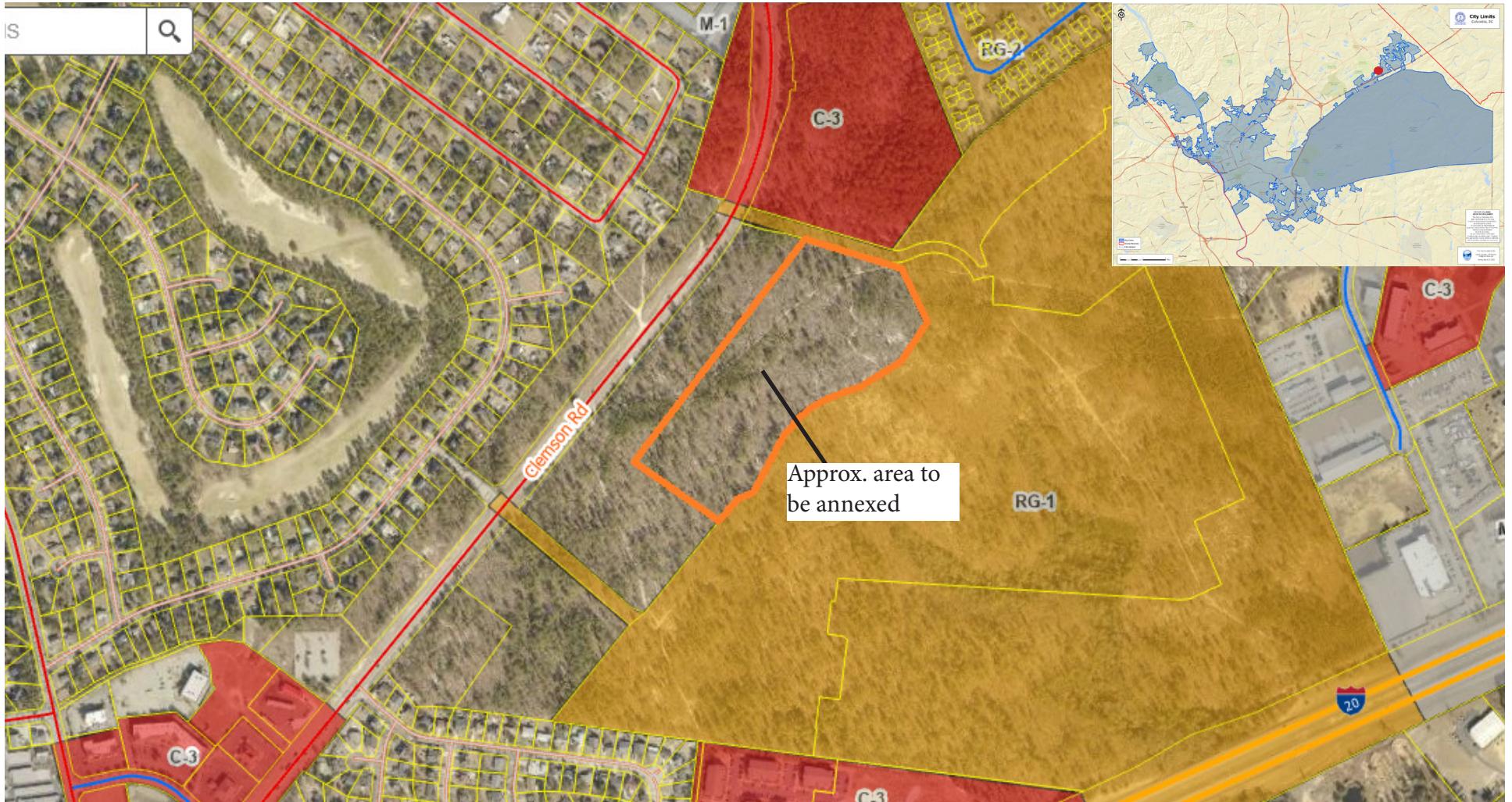
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
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Zoning Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-2



Prepared by: Shane Shaughnessy
July 16, 2020

DISCLAIMER:
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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as 18.1 Acres, Clemson Road, on a Zoning Exhibit prepared for Fitch Irick Partners, by Civil Engineering of Columbia, Inc., dated July 15, 2020. Said parcel having such boundaries and measurements as are shown on said exhibit.

Richland County TMS: 25700-02-03 (portion)

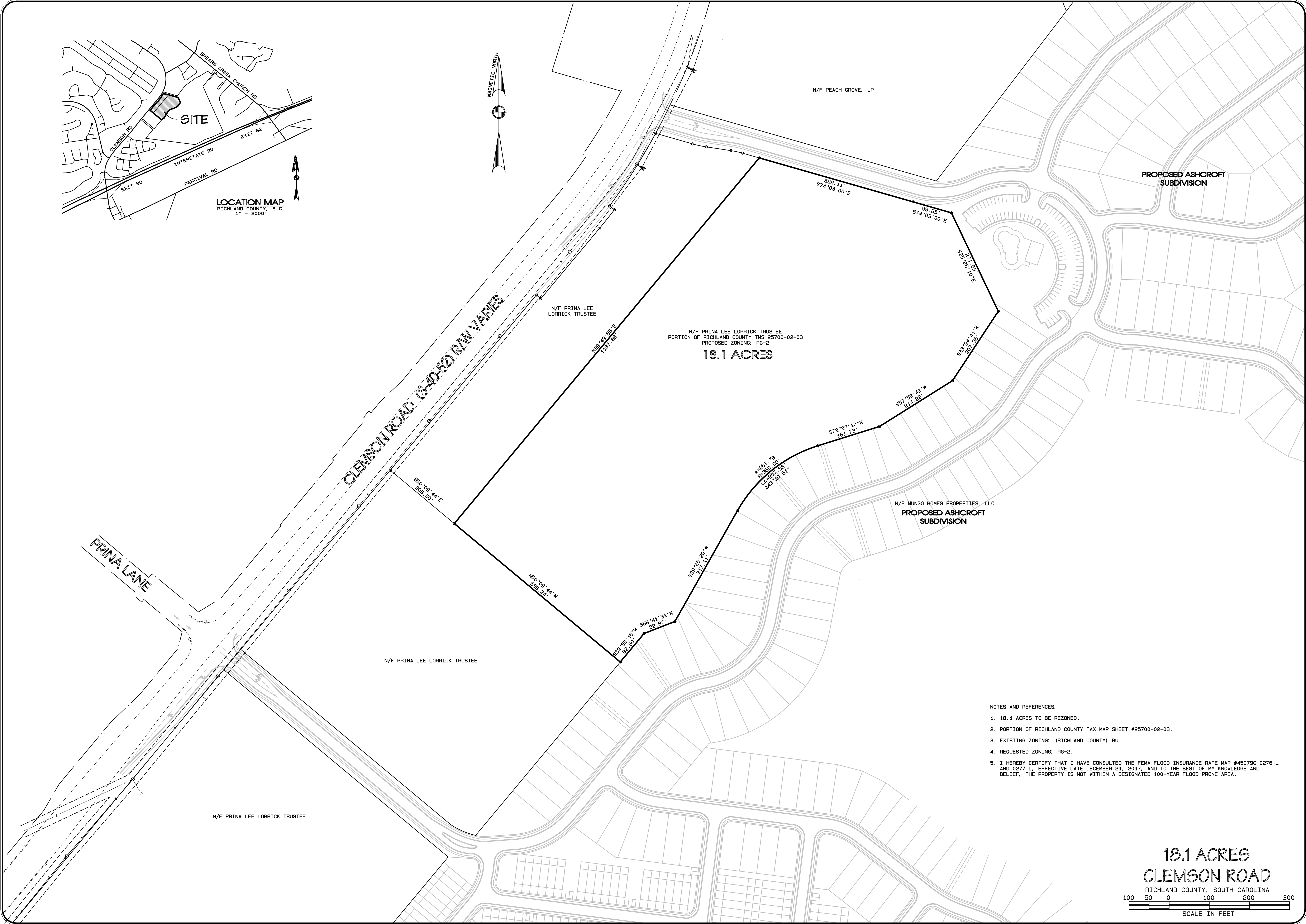
Property Address: 18.1 acre portion of 300 Clemson Road

Lee Lorick Prina II, Successor Trustee

Date: July 29, 2020

Lee Lorick Prina II, Trustee
 Lee Lorick Prina Revocable Trust
 Agreement, dated September 11, 1992

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road;



- NOTES AND REFERENCES:
1. 18.1 ACRES TO BE REZONED.
 2. PORTION OF RICHLAND COUNTY TAX MAP SHEET #25700-02-03.
 3. EXISTING ZONING: (RICHLAND COUNTY) RU.
 4. REQUESTED ZONING: RG-2.
 5. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C 0276 L AND 0277 L, EFFECTIVE DATE DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROPERTY IS NOT WITHIN A DESIGNATED 100-YEAR FLOOD PRONE AREA.

18.1 ACRES
CLEMSON ROAD
RICHLAND COUNTY, SOUTH CAROLINA

SCALE 1" = 100'

DATE JULY 15, 2020

DRAWN FLOWERS

DESIGNED N/A

DRAWING NUMBER 1 OF 1

SCALE IN FEET

ZONING EXHIBIT		JOB NUMBER	
DATE	JULY 15, 2020	20113	
DRAWN	FLOWERS	CHECKED BY:	
DESIGNED	N/A		
DRAWING NUMBER	1 OF 1		

REVISION	
NO.	DESCRIPTION

THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT FOR ANY OTHER PERSON, WITHOUT THE DESIGN ENGINEER'S CONSENT, IS STRICTLY PROHIBITED.

ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER ARE INTENDED TO EXPRESS THAT STANDARD AND REASONABLE CARE OF THESE DOCUMENTS.

CEC
CONSULTING ENGINEERING
SURVEYING | PLANNING

3740-A FERNANDINA ROAD, COLUMBIA, SC 29210
TEL (803) 798-2820 FAX (803) 798-2826

SOUTH CAROLINA
LAND SURVEYOR
PROFESSIONAL
NO. 36748
DAYTON H. WALKER

CARDINAL CIVIL ENGINEERING
COLLIER, INC.
NO. 000295
CERTIFICATE OF

Attachment: 2020-085 annex-incorporate 18.1 acre pt 300 Clemson Road (6184 : ANNEX-2020-0018: 18.1 acre portion of 300 Clemson Road: TMS# 25700-02-03(p))



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

18.1 acre portion of 300 Clemson Road; TMS# 25700-02-03(p)

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.
Applicant:	Lee Lorick Prina II, Trustee
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.1 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Mixed Use Corridor and Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: General Residential District (RG-2)
Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed 288-unit apartment complex is **approximately \$40,000 annually** based on a year's calls for service for similar type uses in the City.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to large multifamily developments.

Engineering

Water is currently not available however the developer is submitting plans and once the plans are approved water will be available; the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area .

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this approximately 288-unit multifamily development, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$113,000 per year**, based on the current tax rate and value estimates for the proposed development.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Mixed Residential (UEMR) in the Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to

other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) and General Commercial District (C-3) to the North and General Residential District (RG-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RU to the South and RU and RS-LD to the West.

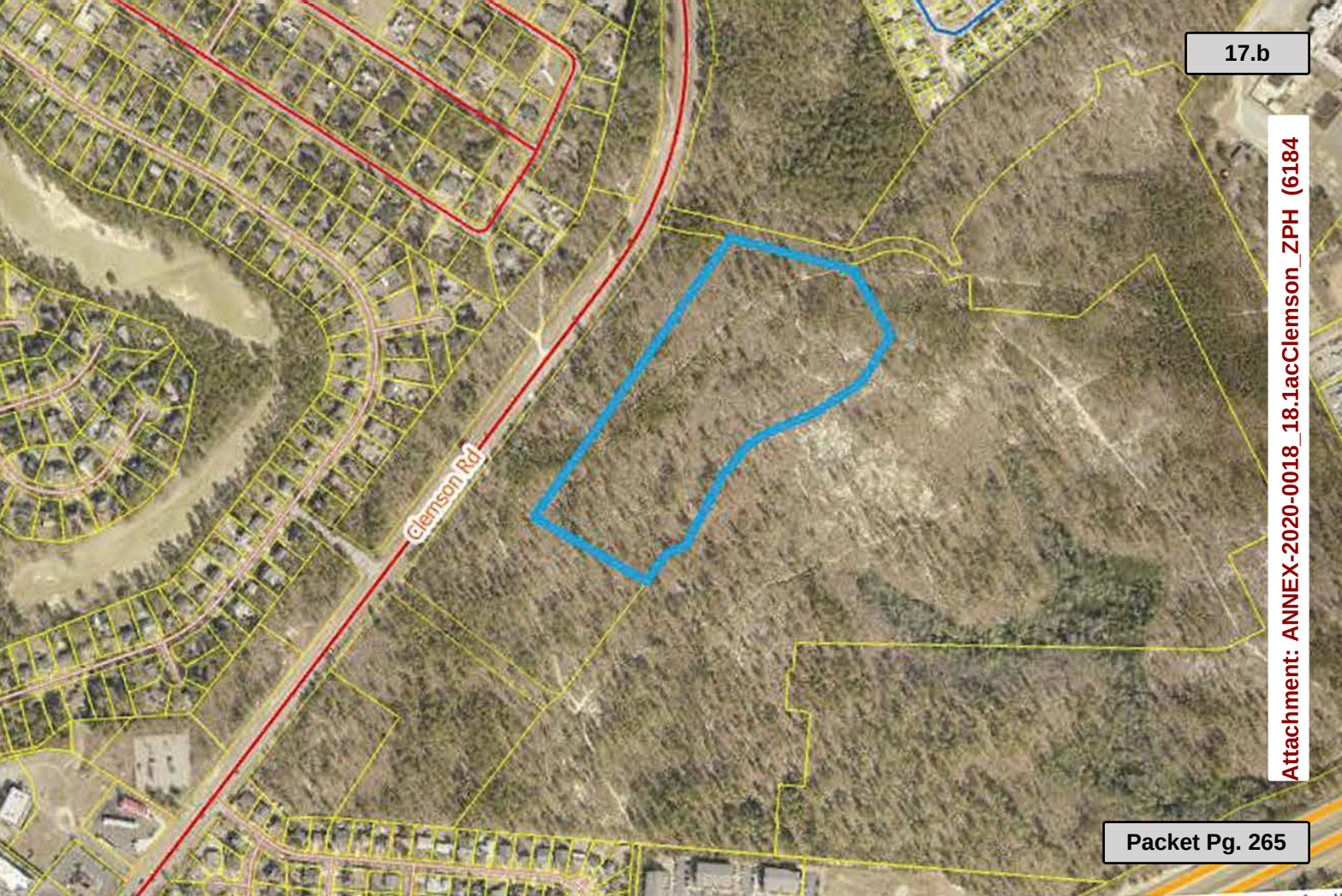
The proposed City of Columbia zoning district is General Residential District (RG-2).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign future land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of General Residential District (RG-2) at the time of annexation.

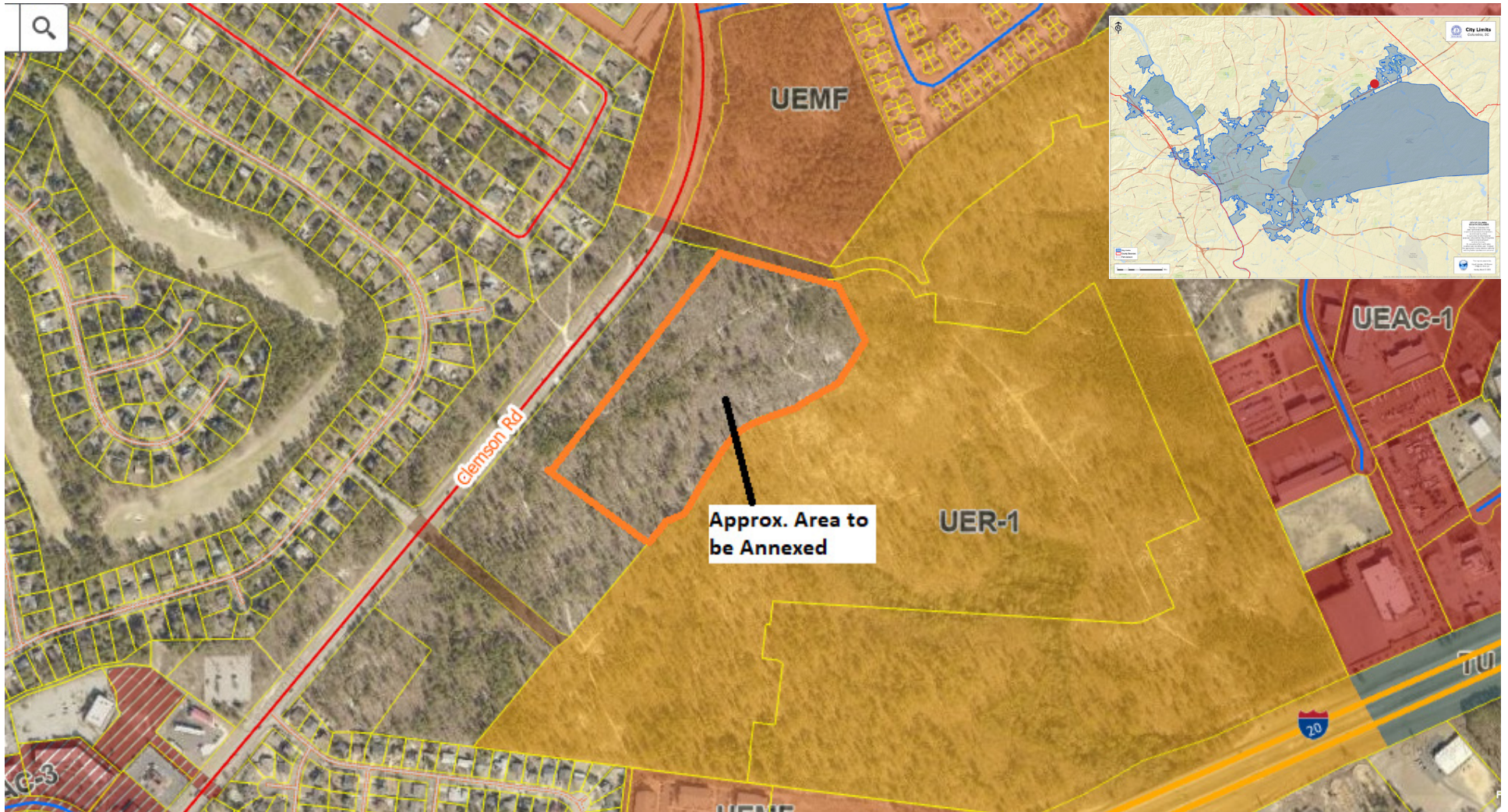


17.b

Attachment: ANNEX-2020-0018 18.1acClemson ZPH (6184

Land Use Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. FLU: Mixed Use Corridor and Neighborhood (Medium Density),
Proposed FLU: UEMR



Prepared by: Shane Shaughnessy
August 6, 2020

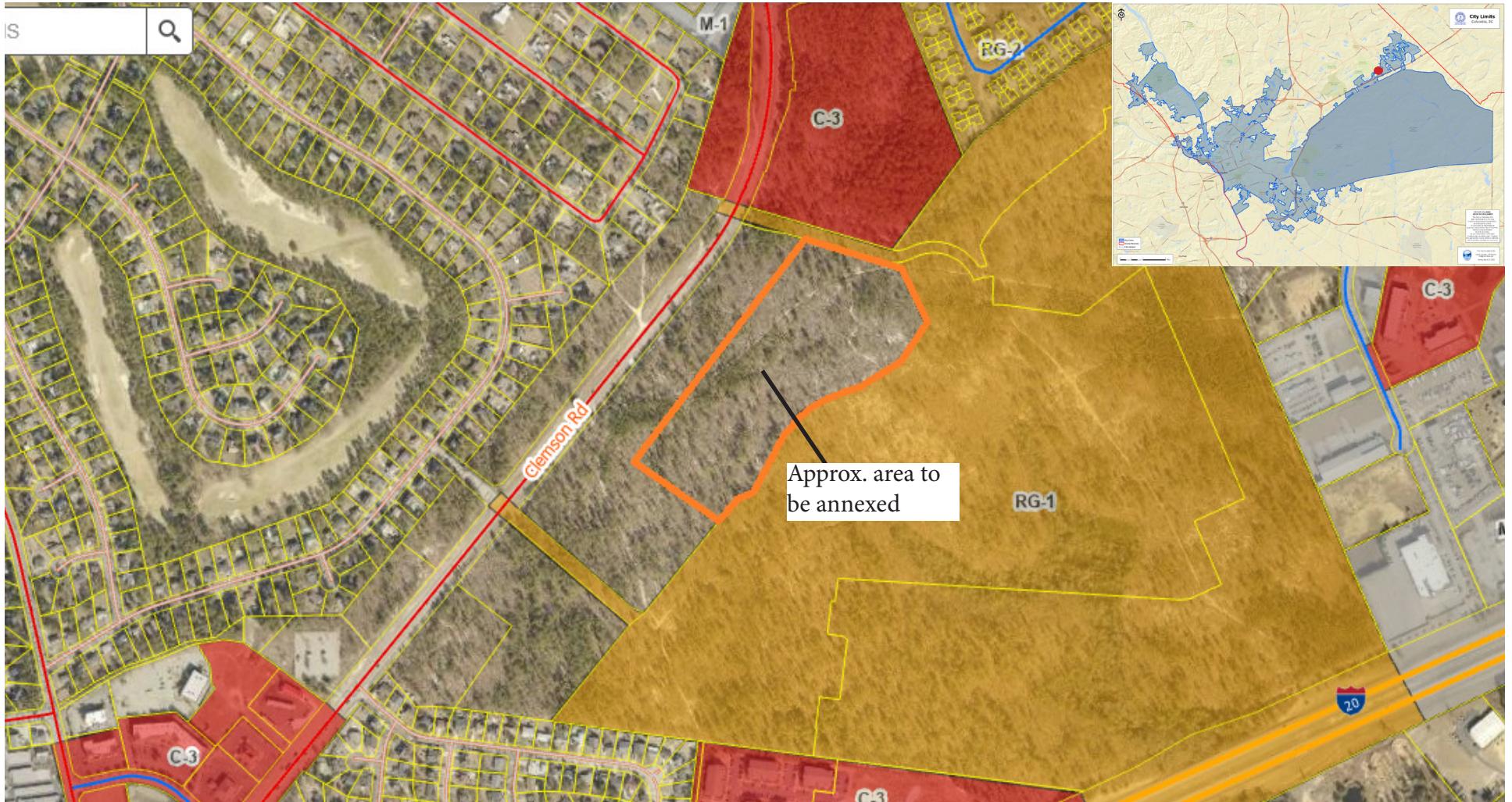
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

18.1 acre portion of 300 Clemson Rd., TMS# 25700-02-03(p);
Current Rich. Co. Zoning: RU, Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
July 16, 2020

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We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 1801 Assembly Street,
TMS# 09015-15-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -
Design/Development District (-DD) to Central Area Commercial District (C-4), -
Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ZMA-2020-0018_Assembly1801_ZPH (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary 1801 Assembly Street, TMS# 09015-15-04

Council District:	2
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).
Applicant:	Andrew Rogerson, Garvin Design Group
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/15/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.68 acres

Current Use: Commercial/Office

Proposed Use: Mixed Use Residential

Current Land Use Classification: Central Business Area (CBA)

Current Zoning: Office and Institutional District (C-1), -Design/Development District (-DD)

Proposed Zoning: Central Area Commercial District (C-4), -Design/Development District (-DD)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Central Business Area (CBA) in the Future Land Use Map. This land use classification is a carry forward from *The Columbia Plan 2018*, however the classification itself was renamed for clarity, from “Central Business District (SD-3)” to “Central Business Area (CBA).”

Columbia’s Central Business Area (CBA) is the core of the downtown . It is a highly dense and walkable area with a multitude of uses including hotels, restaurants, residential, office buildings, support services, entertainment amenities, and public facilities. While parts of the Central Business Area have significant historical character to preserve, this is the area in the City most likely to see high-rise redevelopment and infill.

Primary Types

- Multi-family High-rise

- Multi-family Mixed Use Medium & High-rise
- Business/Employment Small to Extra Large

Secondary Types

- Multi-family Medium & Large
- Civic/Institutional Small to Large
- Flex Small to Large
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the City Center Master Plan (1999), however the property is not located within one of the specified Districts set forth in the plan. The plan as a whole included an economic analysis of the study area, reviewing appropriate uses and identifying catalyst projects. As part of the City Center Master Plan planning process, design guidelines were developed and adopted as a zoning overlay - the City Center Design/Development Overlay District. The stated purpose and objectives of the Guidelines reflect the general recommendations of the plan for the area, including:

- "To reinforce and build upon Columbia's architectural and design assets.
- To create a high quality, pedestrian-friendly environment in City Center.
- To establish a shared public-private partnership in promoting and achieving high quality development and design in City Center.
- To create a development pattern that connects the different areas and elements within City Center, without promoting design uniformity.
- To reinvigorate CityCenter's existing residential neighborhoods and promote new residential development in City Center as a means of injecting around-the-clock life into the area." (City Center Design Guidelines, 1-6 through 1-7)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1), -Design/Development District (-DD). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the North, West, and South and Central Business District (C-5) to the East.

The proposed zoning district is Central Area Commercial District (C-4), -Design/Development District (-DD).

Central Area Commercial District (C-4)

The C-4 district is intended to accommodate retail, office, service and distribution uses generally benefitting by location in the central area of the city, and generally complementary to uses and characteristics of use ordinarily found in the retail core or central business district. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. A principal purpose of the C-4 district is to provide for uses complementary to those found in the C-5 central business district zone, but simultaneously to create a character less congested than that of the C-5 district by requiring yards and off-street parking. It is, therefore, the intent of this article that C-4 central area commercial districts be established only contiguous to or in the immediate vicinity of the C-5 central business district zone.

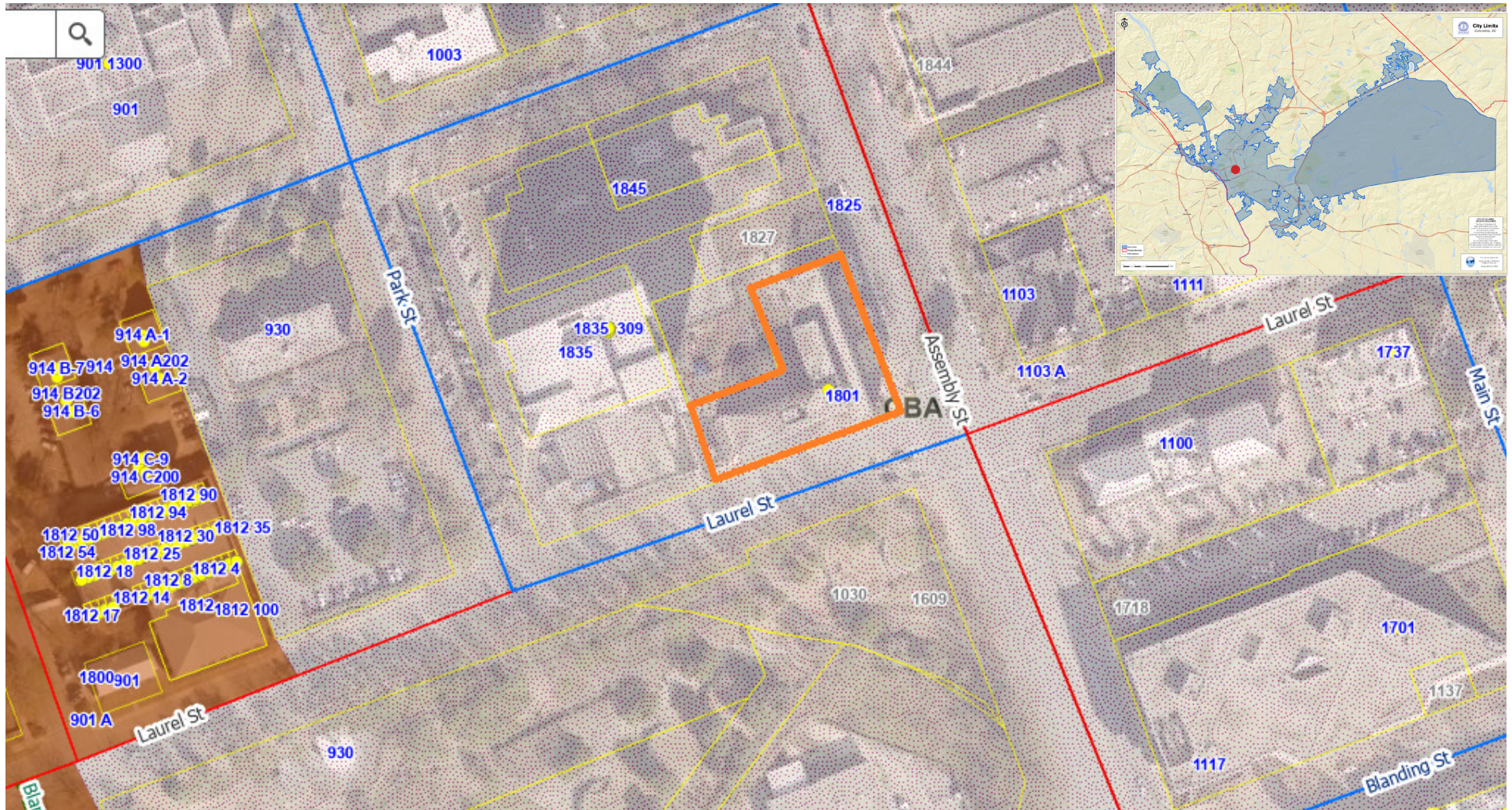
STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, -DD to C-4, -DD.



Land Use Map

1801 Assembly Street, TMS# 09015-15-04;
Existing FLU: Pending



Prepared by: Shane Shaughnessy
August 6, 2020

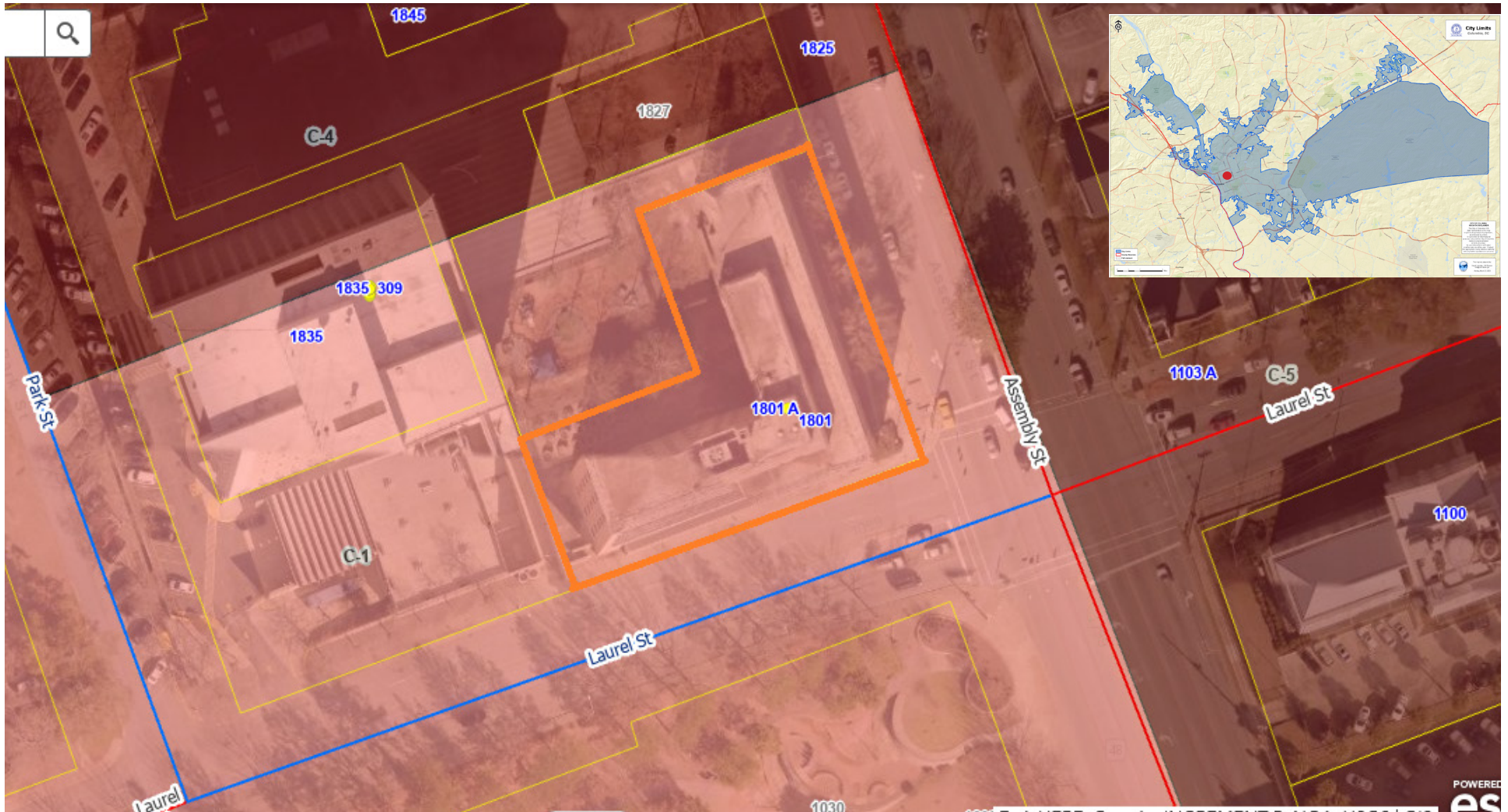
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1801 Assembly Street, TMS# 09015-15-04;
Current Zoning: C-1, -DD, Proposed Zoning: C-4, -DD



We Are Columbia



Prepared by: Shane Shaughnessy
July 2, 2020

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Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodgings on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research

Table of Permitted Uses
C-4
Permitted Principal Uses
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Radio and television broadcasting
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service

Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands

Coin-operated laundries and dry cleaning
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Personal supply services
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Watch and jewelry repair
Reupholstery and furniture repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas
Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses

Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article

Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (Sec. 17-288)
Elementary and Secondary Schools (17-296)

Permitted Accessory Use
Reupholstery and furniture repair
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article or by Special Exception by Board of Zoning Appeals
Dormitories , Private (Sec. 17-321)

Special Exception by Board of Zoning Appeals
Furnitures and fixtures
Printing, publishing and allied industries
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
U.S. Postal Service
Electric substations
Gasoline service stations (Sec. 17-286)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Massage parlors and spas
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Fraternity and sorority houses



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP & TEXT AMENDMENT for 1601 Hampton Street, TMS# 11402-05-13

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), - Design/Development Area (-DD) to Office and Institutional District (C-1), - Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ZMA-2020-0015_MA-TA_Hampton1601_ZPH (PDF)
- 2020-086 amend Sec. 17-691 Buildings and sites (d) add 1601 Hampton (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map & Text Amendment Case Summary 1601 Hampton Street, TMS# 11402-05-13

Council District:	2
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.
Applicant:	Kristen Washburn, Thomas Hamilton Title Services LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (7-0)
D/DRC Recommendation:	07/09/2020; Approval (6-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: Built c. 1922

Acreage: 0.26 acres

Current Use: Office

Proposed Use: Office

Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)

Current Zoning: Office and Institutional District (C-1), -Design/Development Area (-DD)

Proposed Zoning: Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP)

Landmark Status: Group III

HISTORICAL SIGNIFICANCE

The circa 1922-1923 two story, brick veneer Colonial Revival structure located at 1601 Hampton Street was designed by Charles Wilson, a prominent local architect who designed Logan School on Elmwood Avenue as well as several significant buildings on the Bull Street campus. The former residence is in an area of Columbia that has been transformed into an office and institutional district. Many of the residences that once lined these

Attachment: ZMA-2020-0015_MA-TA_Hampton1601_ZPH (6193 : ZMA-2020-0015: 1601 Hampton Street, TMS# 11402-05-13)

streets are disappearing and those that survive date from the late 19th and early 20th centuries. This property, 1601 Hampton Street, is among the few remaining structures to survive from its period of construction.

In addition to helping to preserve the character of a disappearing area, 1601 Hampton Street was home to Barnett Berry, the proprietor of B. Berry and Sons department store on Assembly Street. Barnett Berry was a Russian immigrant who relocated to Columbia in the late 19th century and founded a clothing and shoe store. Berry's business grew throughout the early 20th century. It was during this period of growth that he had this home designed and constructed, roughly coinciding with the opening of a second store on Main Street, which sold shoes. As his businesses continued to expand, Berry entered into a partnership with two of his sons, Joe and Nathan, to form B. Berry and Sons department store. This partnership laid the groundwork for Berry's on Main, one of Columbia's best known Main Street department stores. Both of Barnett Berry's sons, Nathan and Joe, lived at 1601 Hampton Street with their father. In addition to his local prominence as a clothing merchant, Barnett Berry was also an active member of the Beth Sholom, or House of Peace, synagogue. In 1909, Berry served as the secretary on the board of trustees and he later played a role in the dedication ceremony for the synagogue's second location.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the Future Land Use Map. The future land use for the subject property prior to the adoption of *Columbia Compass: Envision 2036* on August 4, 2020 was Central Business District (SD-3). The proposed amendments to the maps were presented to the public during multiple *Columbia Compass* meetings in the Fall of 2019 and Spring of 2020, and were made accessible online via an interactive GIS map viewer dedicated to the proposed future land use maps. The case summary provided to Planning Commission indicated the current future land use at the time of review, as well as the anticipated update to the future land use classification with *Columbia Compass*.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- 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

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 adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the East, General Residential District (C-3) to the North, and Central Area Commercial District (C-4) to the West and South.

The proposed zoning district is Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP)

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark. "Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:

- 1. The site of events, homes of men, etc., that are interesting locally.*
 - (2) Somewhat unusual characteristics in architectural design.*
 - (3) Belonging to a family or "genera" of buildings recognized locally.*
 - (4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
 - (5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*
- If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."*

Staff finds that 1601 Hampton Street meets items 1, 3, and 4 of the criteria for Group III landmarks.

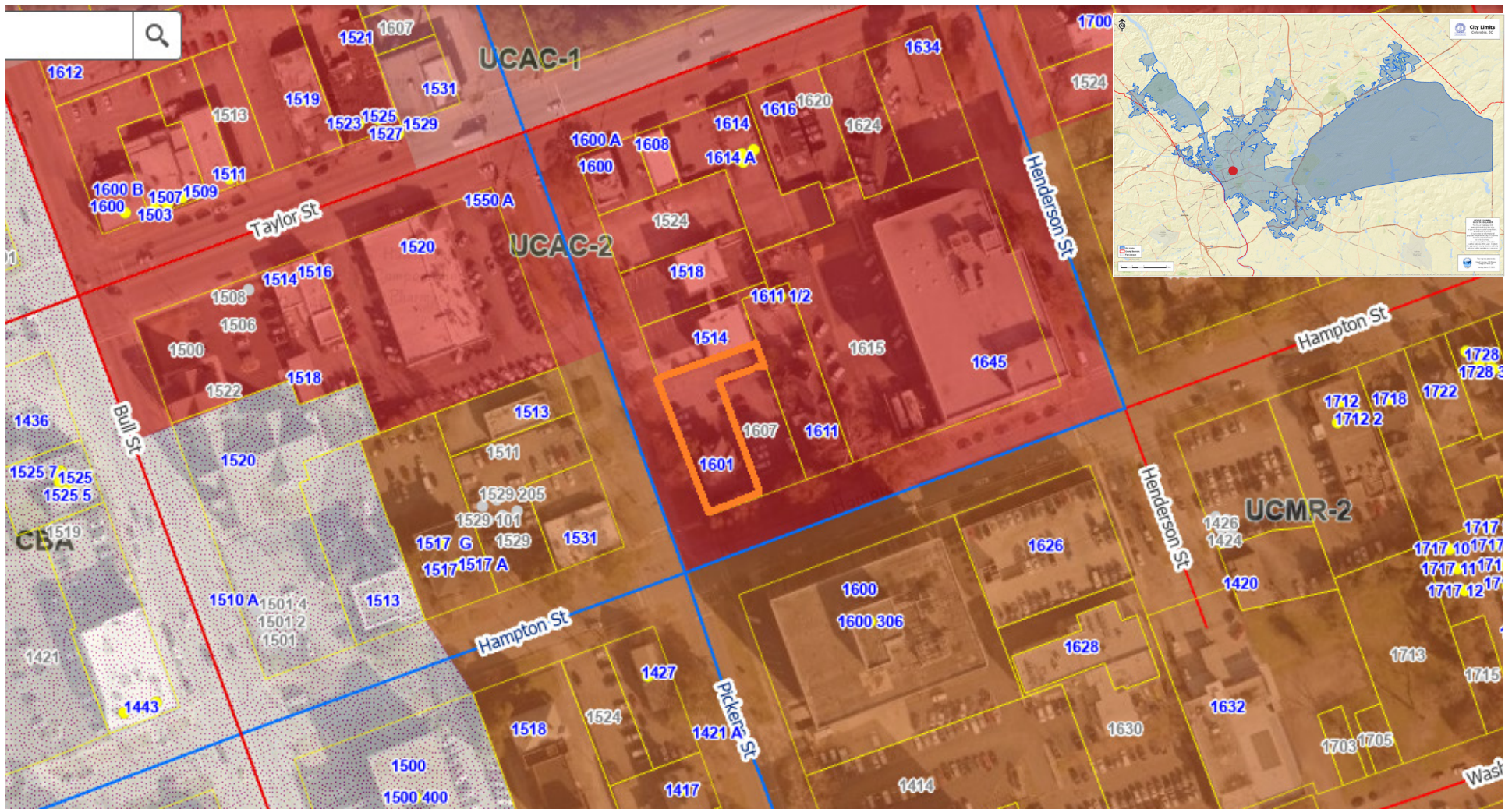
STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1, -DD to C-1, -DD, -DP and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.



Land Use Map

1601 Hampton Street, TMS# 11402-05-13;
Existing FLU: Pending



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



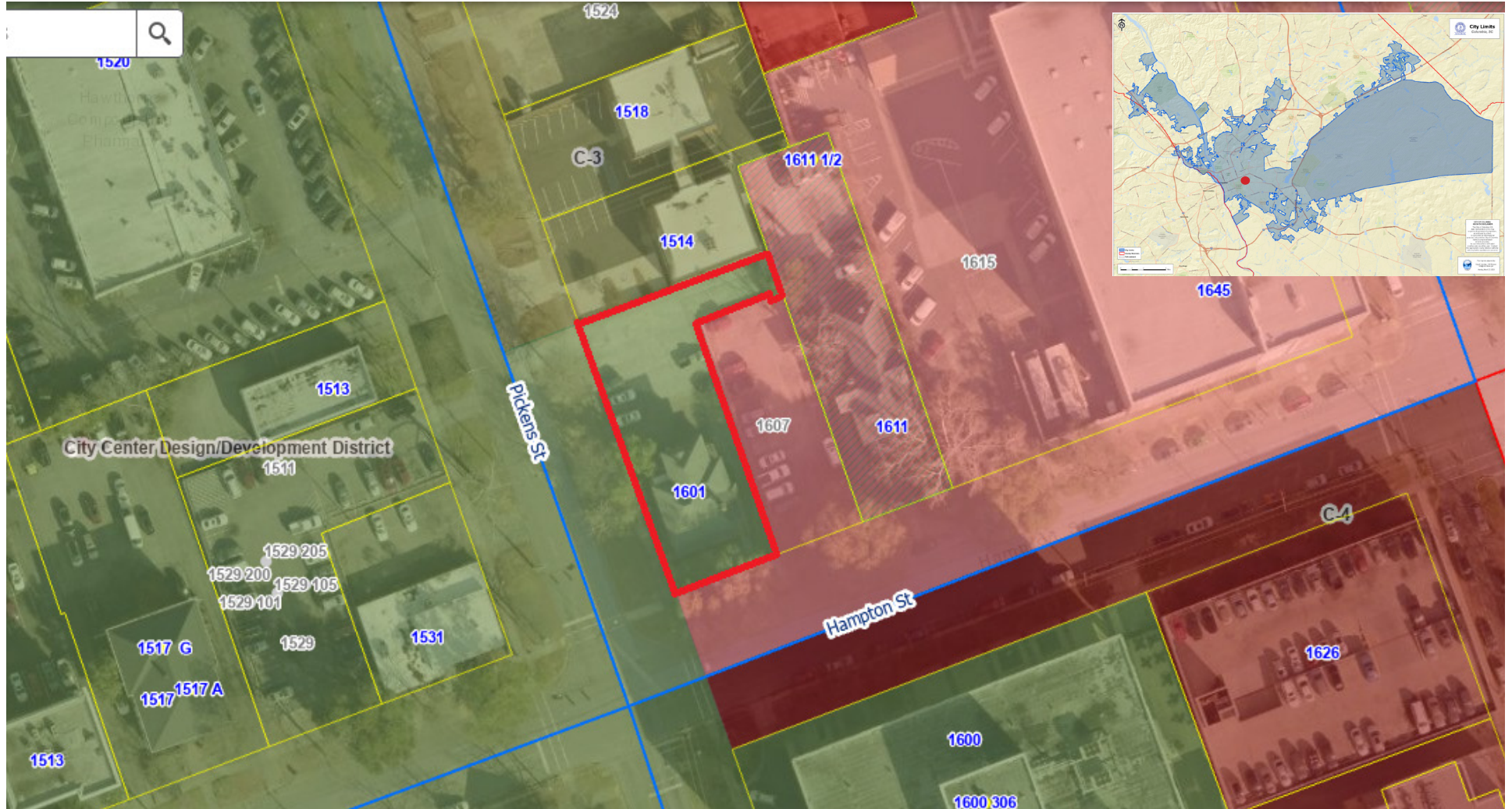
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1601 Hampton Street, TMS# 11402-05-13;
Current Zoning: C-1, -DD Proposed Zoning: C-1, -DD, -DP



We Are Columbia



Prepared by: Shane Shaughnessy
June 9, 2020

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ORDINANCE NO.: 2020-086

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 1601 Hampton Street, Richland County TMS #11402-05-13.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: Yes

PURPOSE:

Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

Council District:4

Proposal: Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (7-0)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ANNEX-2020-0015_RidingGrove166_ZPH (PDF)
- 2020-082 annex 166 Riding Grove (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION AND ZONING MAP AMENDMENT CASE SUMMARY 166 Riding Grove Road(p); TMS# 28900-01-19(p)

Council District:	4
Proposal:	Request to annex the property and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.
Applicant:	Woodcreek Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (7-0)
ZPH, 1 st Reading:	09/15/2020; Pending
2 nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.03 acres
Current Use: Maintenance Shed
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Pending
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this 8-lot subdivision is **approximately \$970 annually** based on a year's calls for service at similar residential properties within the City.

Fire

Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is **approximately \$187.00 annually per household**.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Palmetto Utilities sewer service area.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this proposed eight-lot subdivision, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$10,000 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

Planning Commission made a recommendation for assignment of future land use within *The Columbia Plan 2018* future land use map in July, prior to City Council’s consideration of *Columbia Compass: Envision 2036*. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County. The property will return to Planning Commission for the review and recommendation regarding the assignment of Urban Edge Residential Small Lot (UER-1) land use within the *Columbia Compass: Envision 2036* future land use maps by Council. As such, Council will consider the assignment of future land use for this property at a later date.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City’s existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the

urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single Family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R).

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

Planned Unit Development-Residential District (PUD-R)

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

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

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

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

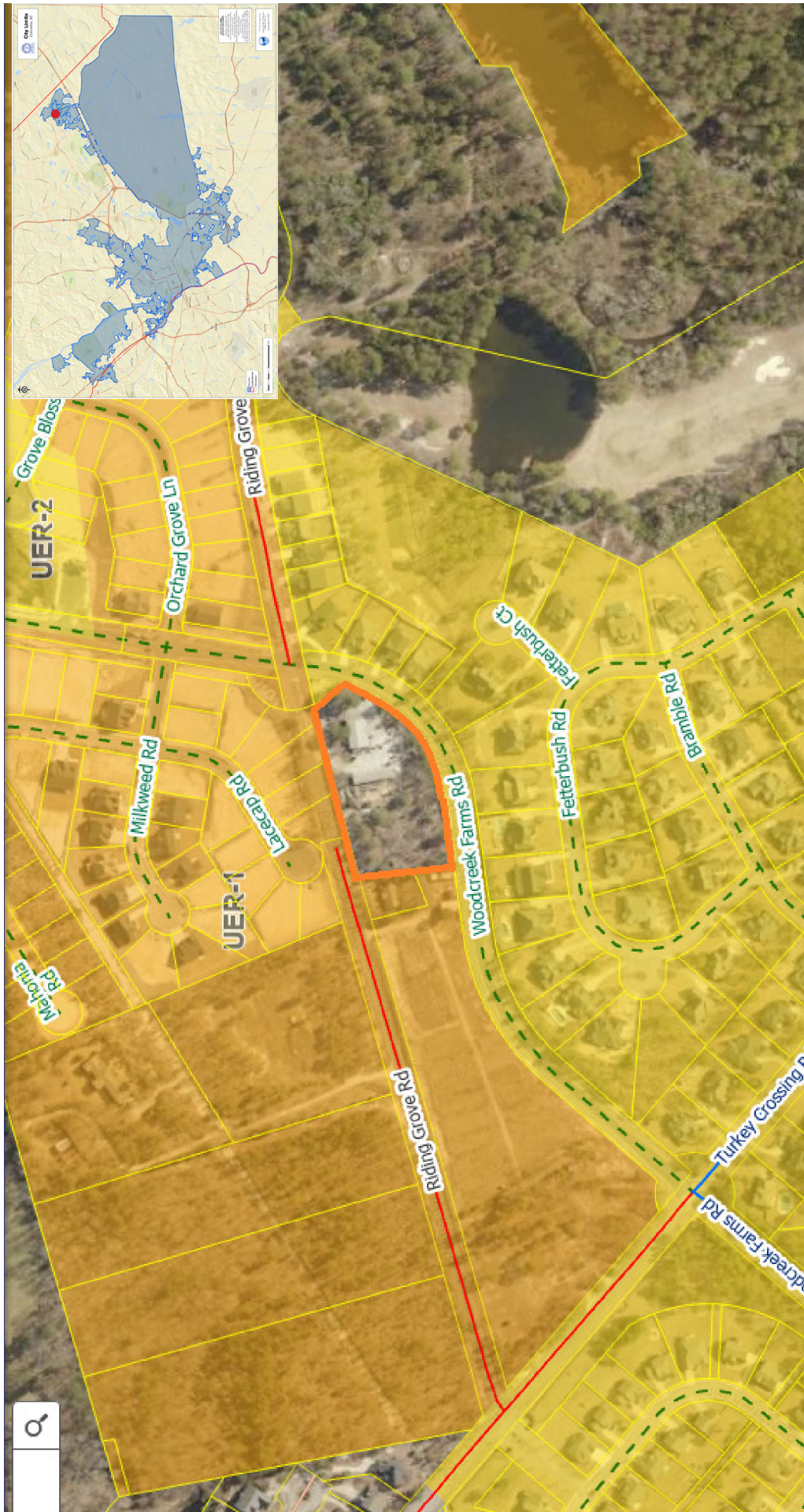
(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional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

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign zoning of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: Pending



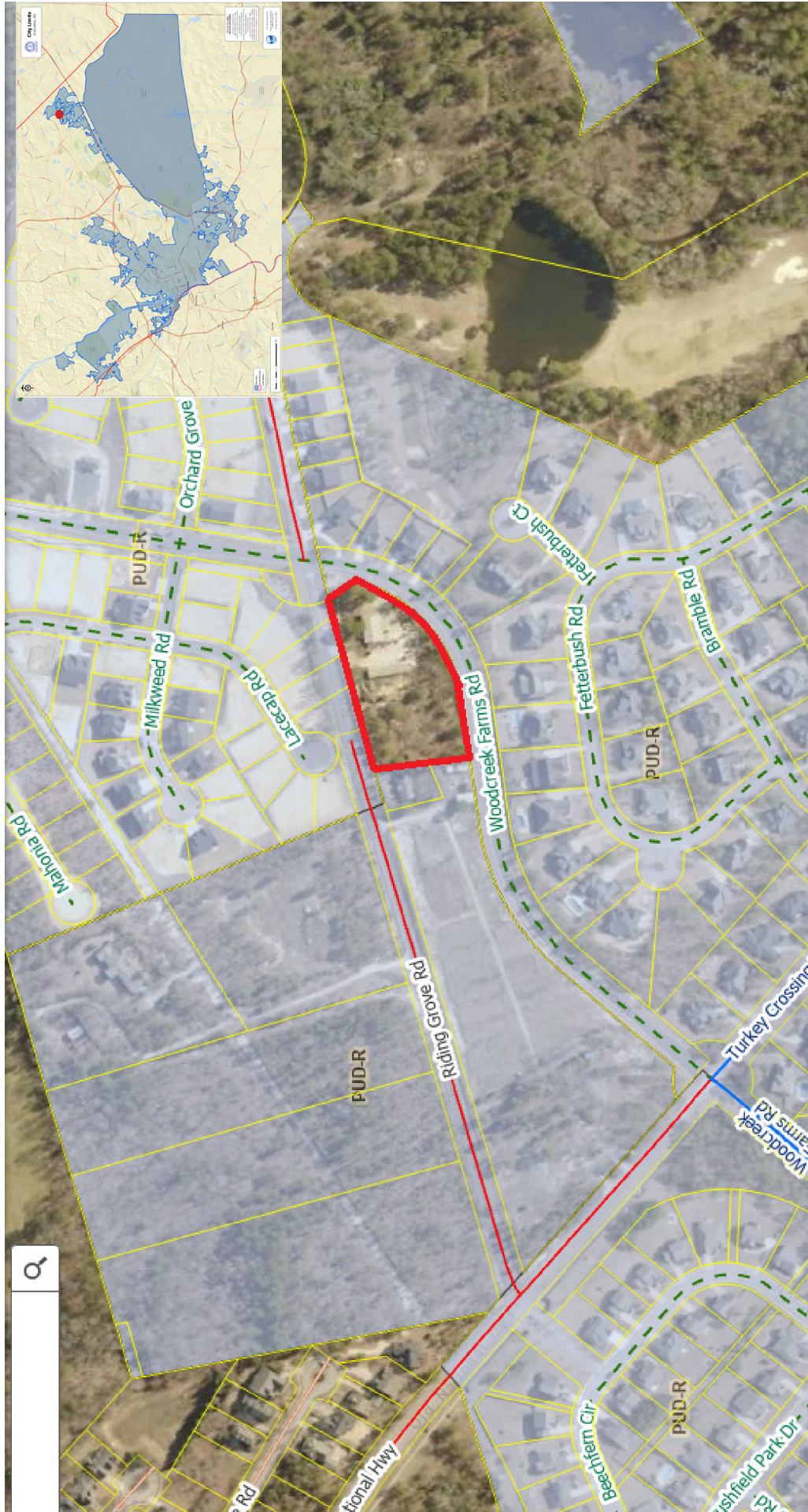
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Prepared by: Shane Shaughnessy
August 6, 2020

Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

Zoning Map

166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



Prepared by: Shane Shaughnessy
June 9, 2020

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Attachment: ANNEX-2020-0015_RidingGrove166_ZPH (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

ORDINANCE NO.: 2020-082

Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p)

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Planned Unit Development- Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07 and contains 2.03 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28900-01-19(p)

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-082

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.4 acres, more or less, and shown and designated as block 02, lot 36 on Richland County Tax Map 07306. Said parcel having such boundaries and measurements as are shown on said tax map.

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: June 10, 2020
 RE: **Property Address:** 166 Riding Grove Road
Richland County TMS#: 28900-01-19 (portion)
Owner(s): Woodcreek Development, LLC
Current Use: Maintenance Shed
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development - Residential (PUD-R)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 2020** 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

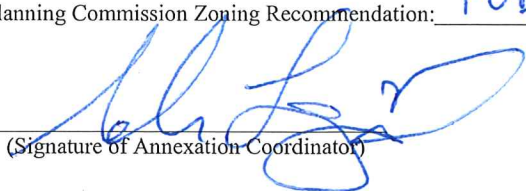
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 7 - 0
 on 7/13/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7 - 0
 on 7/13/2020 (mm/dd/yyyy).

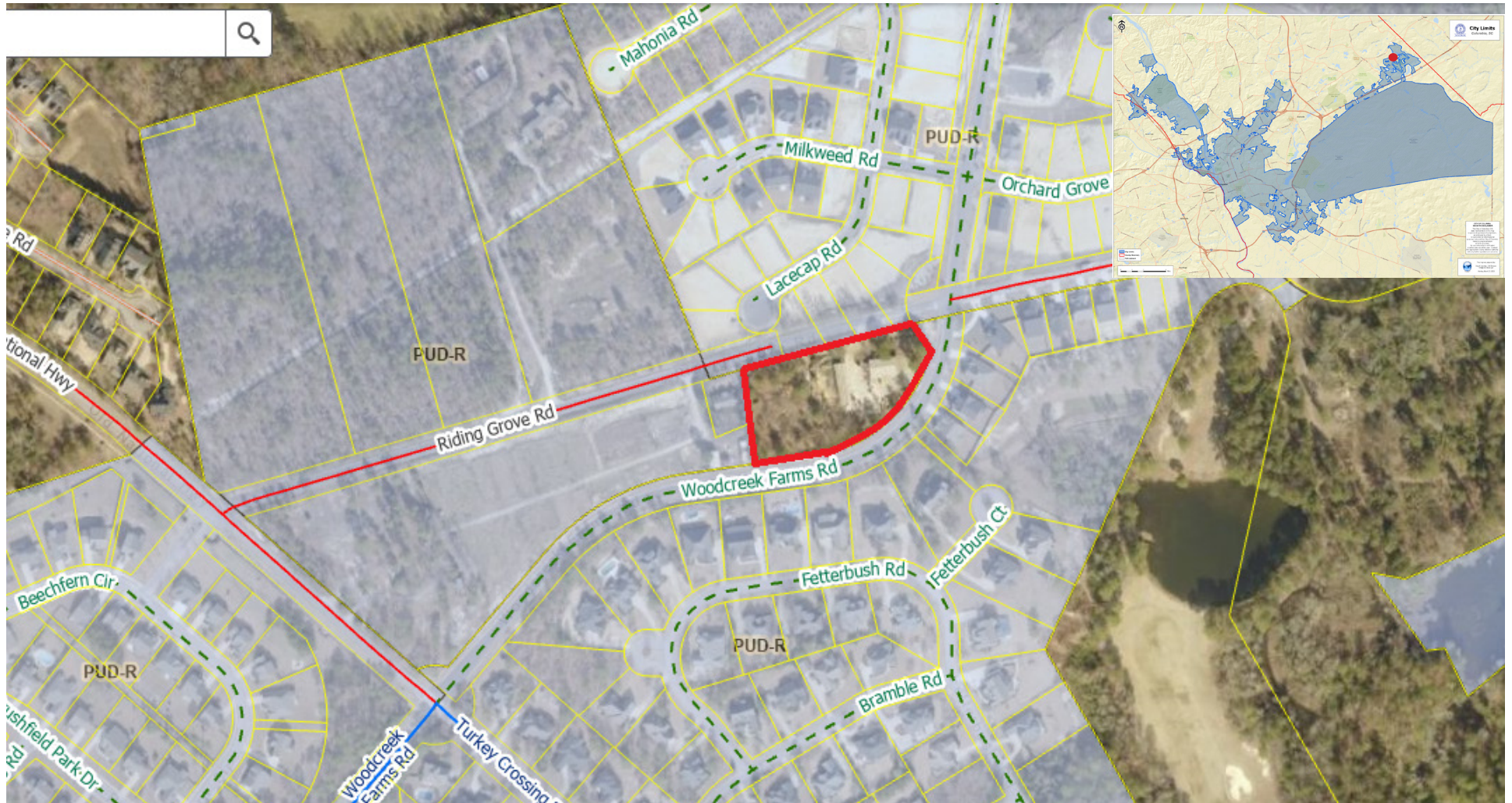

 (Signature of Annexation Coordinator)

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))



Zoning Map

166 Riding Grove Road(p), TMS# 28900-01-19(p);
Current Rich. Co. Zoning: PDD, Proposed Zoning: PUD-R



We Are Columbia



Prepared by: Shane Shaughnessy
June 9, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

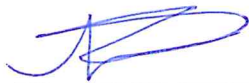
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 2.03 acres, 88,360 sq. ft., and shown as Formerly Members Club @ Woodcreek on a Plat prepared for Woodcreek Development, LLC, by Belter & Associates, Inc., dated September 17, 2019, (the "Plat") and recorded in the office of the Richland County ROD in Book 2433, page 784, the Plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 28900-01-19 (2.03 acre portion)
 Property Addresses: 166 Riding Grove Road

Woodcreek Development, LLC

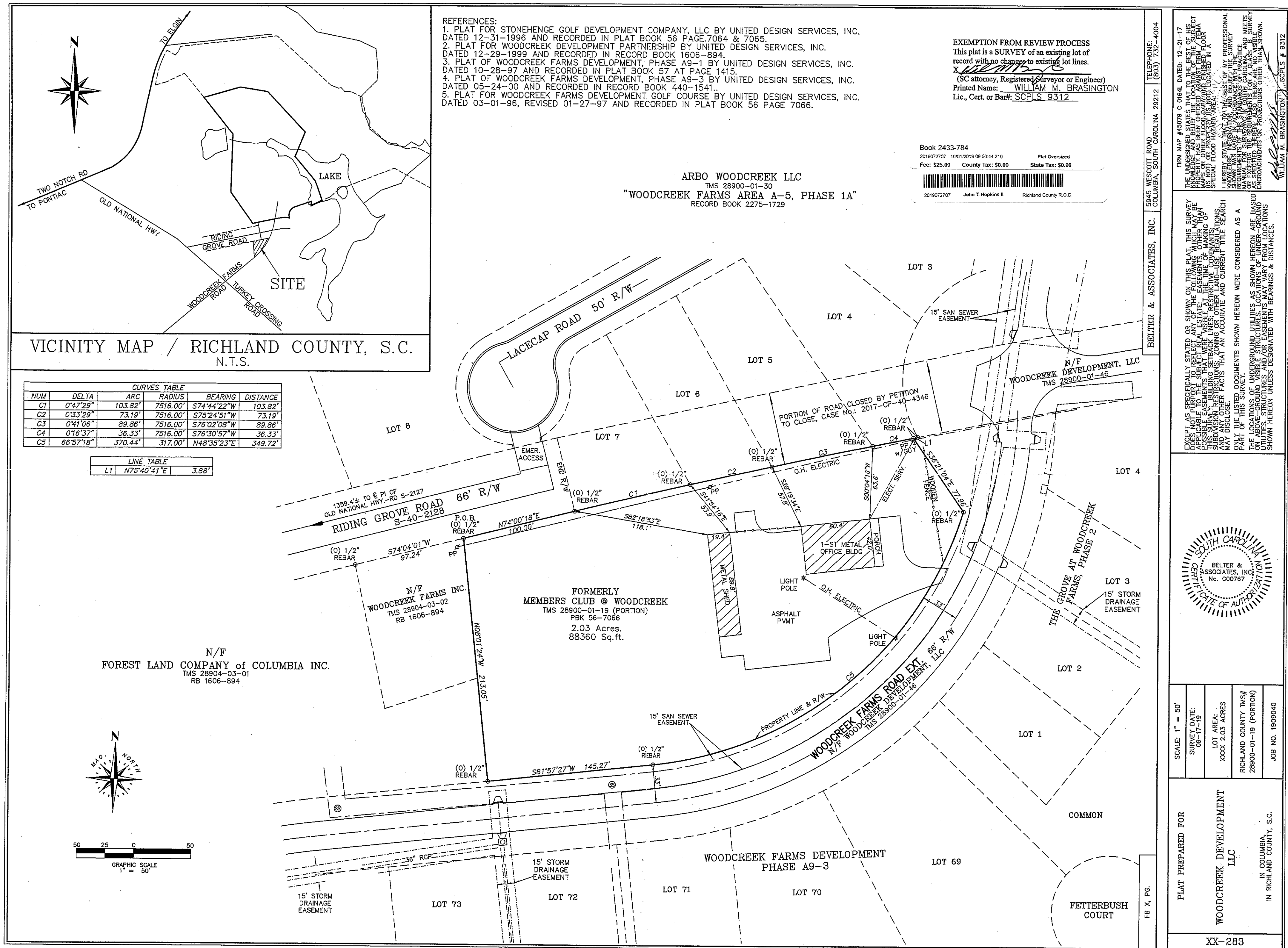
BY: Woodcreek Development LLC Date: 6/2/2020
 (Print Name) c/o Harold V. Pickrel III



(Signature)

ITS: Managing Member

Attachment: 2020-082 annex 166 Riding Grove (6180 : ANNEX-2020-0015: 166 Riding Grove Rd (p))





We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP & TEXT AMENDMENT for 2531 Gervais Street, TMS# 11411-09-11

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ZMA-2020-0017_MA-TA_Gervais2531_ZPH (PDF)
- 2020-089 amend Sec. 17-691 Buildings and sites (d) add 2531 Gervais Street (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map and Text Amendment Case Summary 2531 Gervais Street, TMS# 11411-09-11

Council District:	2
Proposal:	Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.
Applicant:	Heather Cairns, First and Third LLC
Staff Recommendation:	Approval
PC Recommendation:	08/03/2020; Approval (6-0)
D/DRC Recommendation:	09/10/2020; Pending
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Age of Structure: built around 1925

Acreage: 0.35 acres

Current Use: Vacant- Storage

Proposed Use: Office

Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Office and Institutional District (C-1)

Proposed Zoning: Office and Institutional District (C-1), -Design and Preservation Area (-DP)

Landmark Status: Group III

HISTORICAL SIGNIFICANCE

This is a c.1925 brick, standalone grocery store. Owned and operated by an African American family, this building is a part of the property associated with 2537 Gervais, already deemed a landmark based on its history with the Woodson Family. This building retains some important original historic detailing, such as its roof form, windows, and brick masonry. With a plan to restore a historically appropriate entrance, the owners intend to restore the interior for commercial space.

George Woodson purchased the property on Gervais street in 1918 and shortly after had the two-story Queen Anne style home built for his family and it remained a prominent African American family home for many

years. During the mid-1920's George had the brick building built to the left of the family home. Throughout the late 1920's and into the 1930's George operated the small store as a grocery according to the city directories at the time. As George Woodson's sons were brick mason, it is most likely they helped him construct this building for his grocery store. It is a simple gable roofed building with a front stepped parapet. It features exposed rafter tails around the eaves on the side elevations. The front elevation has a single entry flanked by two single six-over-six wood windows capped by brick arches. The front door has since been replaced but also has the same brick arched header that is over the windows. The right elevation also has another door as well as two windows located near the rear of the building. At the rear of the building two brick chimneys are also visible. The exterior is five-over-one common bond brick construction. The building is situated close to the street and features steps leading up from the sidewalk directly into the building.

The building described above, is significant under the criteria for Group III of Landmark Sec. 17-691. The significance is based on criteria (2) in that it is an unusual architectural design for commercial business located along this section of Gervais Street. It stands out from the typical commercial buildings that are generally street front one-to-two block commercial buildings with prominent window store fronts. This building is more representative of stand-alone commercial properties that families often operated off their own property. As it is one of the only types of its kind along this section of Gervais Street, it is also found significant under criterion (4) due to its risk for development which would erase its testament to history if lost.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Core Residential Small Lot (UCR-1) in the Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single Family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [*A Plan for the Redevelopment of East Central City*](#) (2004) adopted by the City of Columbia, specifically Cluster One (Section 2, Page 4). The site analysis identified the subject property as within an area for potential revitalization (Section 2, Page 7) and recommends a future land use of attached single-family residential (Section 4C, Page 1), but also notes that “the Gervais St. Corridor, west of the Millwood Ave intersection, could provide some retail services and/or office at street level, while providing multi-family development along this corridor to provide diversity in housing types for the residents. This corridor will shape the gateway to Downtown Columbia” (Section 4C, Page 3). Street enhancements of Gervais Street and Millwood Avenue are recommended as a gateway into Downtown Columbia (Section 4C, Page 4). The property falls within Catalyst 1-6 (Manning Street), which

makes recommendations to capitalize on the existing single-family fabric in the community, as well as the provision of street lighting.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the East, South, and West, Single-Family Residential District (RS-2) to the West, and Single-Family Residential District (RS-3) to the North.

The proposed zoning district is Office and Institutional District (C-1), -Design and Preservation Area (-DP).

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Following are the criteria for listing as a Group III Landmark:

Section 17-691(d) of the Columbia City Ordinance outlines the criteria for designation as a Group III Landmark. "Group III consists of structures or sites which round out and extend the material-visual history of Columbia when added to Groups I and II; they evidence one or more of the following criteria for selection:

- (1) The site of events, homes of men, etc., that are interesting locally.*
- (2) Somewhat unusual characteristics in architectural design.*
- (3) Belonging to a family or "genera" of buildings recognized locally.*
- (4) A mediocre example of a style or type of building which is becoming, or in danger of becoming, extinct locally.*
- (5) Evidencing one or more of the criteria for Group II, but too decrepit or too destructively modified to constitute a prime historic document.*

If possible, these should be preserved by "adaptive use," although not necessarily on their original sites. Generally, preservation of interiors is not of great importance and controlled remodeling of exteriors is in order."

Staff finds that 2531 Gervais Street meets items 2 and 4 of the criteria for Group III landmarks

STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from C-1 to C-1, -DP and amend Chapter 17 – Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.



Land Use Map

2531 Gervais Street, TMS# 11411-09-11;
Existing FLU: UCR-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



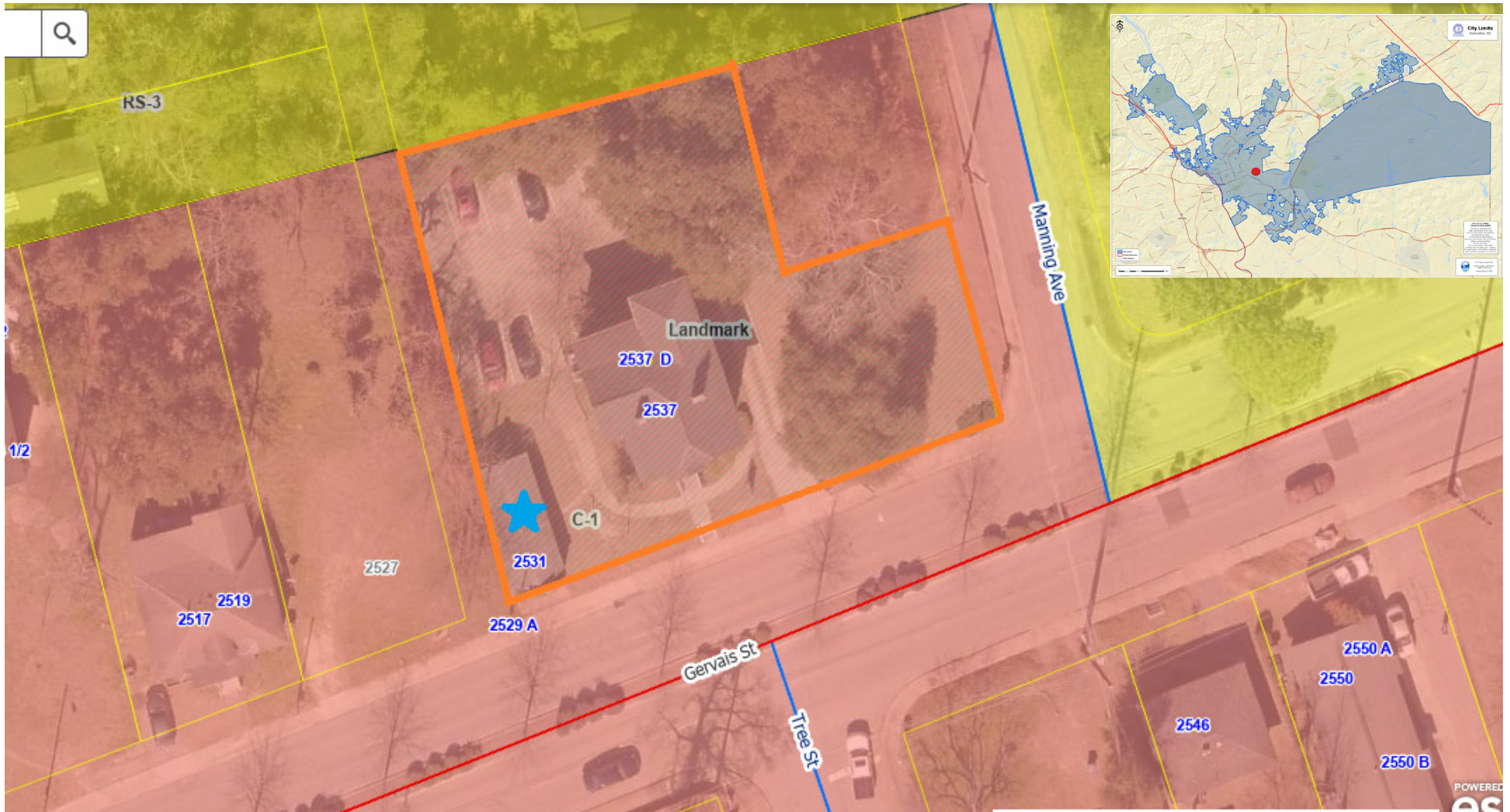
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

2531 Gervais Street, TMS# 11411-09-11;
Current Zoning: C-1, Proposed Zoning: C-1, -DP



We Are Columbia



Prepared by: Shane Shaughnessy
July 2, 2020

DISCLAIMER:

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ORDINANCE NO.: 2020-089

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691, Buildings and sites list (d) to add 2531 Gervais Street, Richland County TMS# 11411-09-11.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on September 1, 2020.

ATTACHMENTS:

- 2020-073 Bright Meyers 14th Amendment to Purchase Agreement (PDF)

HISTORY:

09/01/20 Columbia City Council APPROVED ON FIRST READING.

Amend the Extension from 60 days to 120 days.

ORDINANCE NO.: 2020-073

Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Fourteenth Amendment to Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

FOURTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Fourteenth Amendment to Purchase Agreement (the "Fourteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by thirteen prior instruments, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Thirteenth Amendment to Purchase Agreement effective June 16, 2020; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place on or before the date which is sixty (60) days following the receipt of both (a) an agreement with Richland County regarding maintenance of applicable storm/flood easements, preferably in its entirety but at a minimum for the easements located outside of the City boundaries, and (b) either (i) evidence that upon project completion the LOMR can be based on the model from 2016 CLOMR for this project, (ii) a current effective model with new site and off-site improvements or (iii) an updated effective model with site specific calibrated information as the predevelopment conditions with the new site and off-site improvements input to represent post development conditions, but in no event shall Closing occur later than MarchMay 1, 2021, regardless of the status of the foregoing items; and, further, unless extended as provided however, ~~that~~ herein below. Buyer shall give Seller written notice of its intent to close at least four (4) weeks prior to the desired Closing date.

2. Buyer shall have the right to extend the final date for the Closing for an additional ninety (90) days by giving written notice of such election to Seller not later than thirty (30) days prior to the then current final date for Closing, and by depositing with Seller not later than two (2) business days from such notice the sum of \$ 50,000.00 as additional Earnest Money that shall be non-refundable to Buyer but applied as a credit against the Purchase Price at the Closing. This provision applies to a one-time extension and does not allow for any additional extensions.

3. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

4. Pursuant to section 11(i) of the Twelfth Amendment to Agreement dated June 2, 2019, the Seller intends to enter into an agreement to allow use of the property as a contractor staging and laydown area. Buyer consents to this use and the parties shall enter into a separate agreement detailing the use and term thereof.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Fourteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

~~(Signatures appear on following page)~~

IN WITNESS WHEREOF, the parties have caused this Fourteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 1.43-acre portion of 4030 West Beltline
Boulevard; TMS# 11609-10-36(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard,
Richland County TMS #11609-10-36 (pt)

Council District:2

Proposal: Request to annex, assign interim land use classification of Urban Core
Community Activity Center (UCAC-2) and assign interim zoning of General Commercial
District (C-3). The property is currently classified as Mixed Residential (High Density) and
zoned GC by Richland County.

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation:09/14/2020: Annex, Assign Interim Land Use & Interim Zoning
APPROVE (8 - 0)

ATTACHMENTS:

- AO-ANNEX-2020-0020-BeltlineWest4030_1.43ac_Council_r (PDF)
- 2020-092 annex 1.43 ac pt 4030 W Beltline (PDF)



CITY COUNCIL

October 6, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2	
Proposal:	Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.	
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC	
Staff Recommendation:		APPROVE
PC Recommendation:	09/14/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (8-0)
Annexation, 1 st Reading:	10/06/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/20/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Comp. Plan Amendment, 1 st Reading:	11/17/2020: Confirmation of Land Use Classification	PENDING
Comp. Plan Amendment, 2 nd Reading:	12/01/2020: Confirmation of Land Use Classification	PENDING
Map Amendment, 1 st Reading:	11/17/2020: Zoning Confirmation	PENDING
Map Amendment, 2 nd Reading:	12/01/2020: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres
 Current Use: Commercial (Vacant)
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole - Primary
 Current County Land Use: Mixed Residential (High Density)
 Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
 Current County Zoning: General Commercial (GC)
 Proposed City Zoning: General Commercial (C-3)
 Census Tract: 9

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed retail store is **approximately \$9,000 annually** based on last year's calls for service for similar type uses in the City.

Fire

The proposed annexation will **not result in additional costs** or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There should be **no cost** to the Solid Waste Division associated with this annexation as solid waste service is generally not provided for this business type.

Engineering

Water lines currently serve this property. A private sanitary sewer lift station currently serves the parent parcel of the proposed 1.43 acre subdivided parcel. This new parcel will not be allowed to connect through this privately-owned lift station and the developer bears the responsibility for providing a new approved connection to the City's sanitary sewer system.

Water Customer Care

The customers on the annexed property 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, located within a Primary Donut Hole as designated in the Urban Service Area plan. The property is located across from the City's new Water & Wastewater Maintenance Building and is a proposed dollar store. The estimated real estate tax revenue generated for the City will be **approximately \$4,500 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 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 .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed interim future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-

mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen business and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- 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

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 adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North. Surrounding parcels within unincorporated Richland County are currently zoned General Commercial District (C-3) to the West, South, and East and RS-HD to the East.

The proposed City of Columbia interim zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign an interim future land use classification of Urban Core Community Activity Center (UCAC-2) at the time of annexation.

Staff recommends City Council approve the interim zoning assignment of General Commercial District (C-3).



Approx. area to
be annexed

The image is an aerial photograph of a commercial and residential area. A large, irregularly shaped plot of land is highlighted with a thick orange border. This orange area is further enclosed by a cyan border. A black arrow points from the text 'Approx. area to be annexed' to the orange-outlined area. The surrounding area includes various commercial buildings, parking lots filled with cars, and some residential houses. A major road runs horizontally across the middle of the image, with several smaller streets branching off.

Land Use Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36 (p)
Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed Interim FLU: UCAC-2



Prepared by: Shane Shaughnessy
August 14, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36(p)
Current Rich. Co. Zoning: GC, Proposed Interim Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
August 14, 2020

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ORDINANCE NO.: 2020-092

Annexing 1.43 acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36(pt)

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 9 and contains 1.43 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11609-10-36 (portion)

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:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-092

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Boundary Survey prepared for WTC Enterprises, LLC, by Southern Partners, Inc., dated May 28, 2020, revised August 12, 2020, and containing 1.43 acres. Said tract having such boundaries and measurements as are shown on said Boundary Survey being hereby incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: August 14, 2020
 RE: **Property Address:** 1.43 acre portion of 4030 West Beltline Boulevard
Richland County TMS#: 11609-10-36 (portion)
Owner(s): Dick Smith Motors, Inc. / WTC of West Beltline, LLC
Current Use: Vacant Commercial Land
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 9

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **September 14, 2020** 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
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, 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
 Jan Alonso, Finance Director
 Gloria Saeed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by 8-0
 on 9/14/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 8-0
 on 9/14/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-092 annex 1.43 ac pt 4030 W Beltline (6222 : ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND

An aerial photograph of a commercial area. A large, irregular polygon is outlined in orange and cyan, indicating a specific area of interest. The polygon is situated in the center of the image, surrounded by various commercial buildings, parking lots, and roads. A black arrow points from the text 'Approx. area to be annexed' to the orange-outlined polygon.

Approx. area to be annexed

The map displays a section of the City of Lincoln, Nebraska, with property boundaries and street names. A specific area is highlighted with a blue outline and labeled "Approx. area to be annexed". The map includes various street names like English Ave, Boone St, and Brookland Cir. An inset map in the top right corner shows the location of the area within the city limits.



N

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
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	UEMF - Urban Edge Multi-family		UCAC-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
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Zoning Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36(p)
Current Rich. Co. Zoning: GC, Proposed Interim Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
August 14, 2020

DISCLAIMER:

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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 any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Boundary Survey prepared for WTC Enterprises, LLC, by Southern Partners, Inc., dated May 28, 2020, revised August 12, 2020, and containing 1.43 acres. Said tract having such boundaries and measurements as are shown on said Boundary Survey being hereby incorporated by reference for a more complete description of the property.

Richland County TMS: 11609-10-36 (portion)

Property Address: 1.43 acre portion of 4030 West Beltline Boulevard

Seller:

Dick Smith Motors, Inc.

BY: B. Smith
 (Signature)

BRIAN K SMITH
 (Print or Type Name)

Date: 8/12/2020

ITS: Pres. LI
 (Print or Type Title)

Buyer:

WTC of West Beltline, LLC

BY: Thomas Goforth
 (Signature)

Thomas Goforth
 (Print or Type Name)

Date: 8/12/2020

ITS: Member
 (Print or Type Title)

BOUNDARY SURVEY

PREPARED FOR :

WTC ENTERPRISES, LLC

P.O. BOX 249 GRANITEVILLE, SC 29829

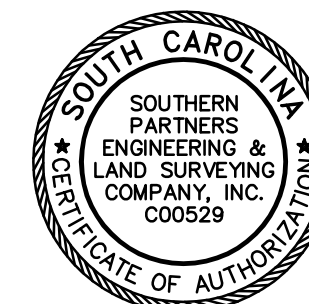
SCALE : 1" = 60'

DATE : MAY 28, 2020

REVISED DATE: 08-12-2020(ADDED 10' UTILITY EASEMENT)

PROPERTY LOCATED IN RICHLAND COUNTY AT
4030 WEST BELTLINE BLVD. COLUMBIA, SOUTH CAROLINA

PREPARED BY :

SOUTHERN PARTNERS, INC.— ENGINEERS — LAND SURVEYORS — LAND PLANNERS —
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-6000

"I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

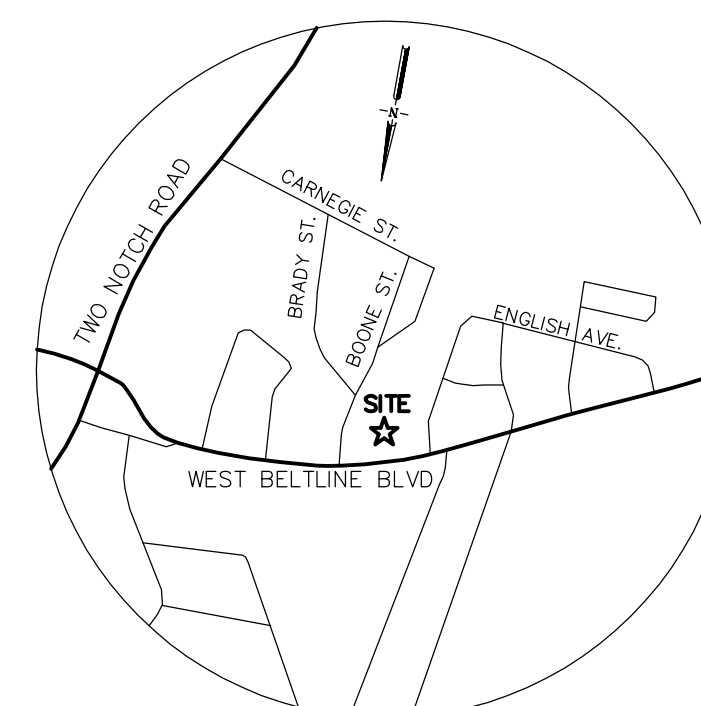
— GOSPEL CHURCH OF THE LORD —
TN 11609-10-40

TRACT "B"
2.74 Acs.
119361 S.F.

— DICK SMITH MOTORS, INC. —
TN 11609-10-36, 37, 38 & 39
DB 1714, PAGE 992

— MARK ALLEN CATOE —
TN 11609-10-35
DB R1286/PG 2826
PB L/PG 153

Curve Table				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	98.43'	312.53'	S11°49'04"W	98.02'



LOCATION MAP (NTS)

SP No. 28615-20
DWG No. 28615/SURVEY/28615-LEGAL

NOTE:

According to the national flood insurance program map # 45079C0242L, December 21, 2017, available at this time, this property is in Zone "X" and does not lie in a designated flood hazard area.

☆ = LIGHT POLE



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: **Ordinance No.: 2020-091 Authorizing the Participation by the City of Columbia, South Carolina in the Recover SC Local Government Liquidity Program; Authorizing the Execution and Delivery of any Intergovernmental Agreement with the South Carolina Jobs-Economic Development Authority and Such Other Documents and Agreements in Connection with the Sale of Revenue Bonds Issued by the Authority to Fund the RecoverSC Local Government Liquidity Program, Authorizing an Appropriation or the Issuance by the City of a Tax Anticipation Note for the Initial Payment Thereunder; and other Matters Related Thereto**

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:

- 2020-091 Authorize RecoverSC Participation (PDF)
- 2020-091 RecoverSC IGA (PDF)

DRAFT**ORDINANCE NO. 2020-091**

AUTHORIZING THE PARTICIPATION BY THE CITY OF COLUMBIA, SOUTH CAROLINA, IN THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY AND SUCH OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE SALE OF REVENUE BONDS ISSUED BY THE AUTHORITY TO FUND THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AUTHORIZING AN APPROPRIATION OR THE ISSUANCE BY THE CITY OF A TAX ANTICIPATION NOTE FOR THE INITIAL PAYMENT THEREUNDER; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The City Council (the “**Council**”) of the City of Columbia, South Carolina (the “**City**”) hereby finds and determines:

A. The City is an incorporated municipality located in Richland County and Lexington County and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

B. Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), the City has selected the Council-Manager form of government and is governed by a City Council composed of a Mayor and six council members which constitute the governing body of the City.

C. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality, and further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

D. The South Carolina Jobs-Economic Development Authority (“**Authority**”) has developed and implemented the RecoverSC Local Government Liquidity Program (“**Program**”) to provide a vehicle for South Carolina local governments to bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic.

E. The City has determined that it has already experienced or may in the future experience a financial gap as described above arising directly or indirectly from the COVID-19 pandemic, and previously submitted an application (“**Application**”) and its expression of intent to the Authority to participate in and receive an advance of funds under the Program in an amount not exceeding \$10,000,000 (“**Advance**”) in order to secure funds to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government.

F. The Authority has determined to issue its Economic Development Revenue Bonds, in one or more series (the “**Bonds**”), to fund the Program and the Advance (the portion of the Bonds allocable to the Advance, the “**2020A Bonds**”).

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G. The Authority and the City desire to enter into an Intergovernmental Agreement (“**Agreement**”) setting forth the terms and conditions of the City’s receipt of the Advance and providing for, among other things, semi-annual repayments (collectively, the “**Payments**,” and each, a “**Payment**”), subject to the City’s right to annually not appropriate funds therefor.

H. The Authority will pledge as security for the payment of the principal of, and premium, if any, and interest on the 2020A Bonds when due, all of its right, title and interest in the Agreement (except for certain reserved rights), including specifically the right to receive revenues and receipts under the Agreement.

I. In connection with the sale of the 2020A Bonds, the purchaser thereof (“**Purchaser**”) has requested the City, as a participant in the Program and party to the Agreement, provide certain financial and operating information about the City to the Purchaser for use in connection with the sale of the Bonds, and to execute and deliver certain certificates and other documents containing certain representations, warranties and covenants of the City to the Purchaser.

J. Under the terms of the Agreement, the first Payment is scheduled to be made in April, 2021 (the “**First Payment**”) of the current fiscal year (e.g, the fiscal year ending June 30, 2021) and the City desires to authorize an appropriation of funds and, as an alternative, the issuance a tax anticipation note of the City (“**TAN**”) to provide funds for the First Payment.

Section 2. Authorization to Participate in the Program; Determination of Public Purpose. The City is hereby authorized and directed to participate in the Program and receive the Advance. The City’s participation in the Program and receipt of the Advance are proper and valid public purposes and will enable the City to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government. All actions previously taken by the City and its representatives in connection with the Program (including the City’s application related thereto) are hereby ratified, confirmed and approved.

Section 3. Approval of Agreement; Authorization to Execute, Deliver and Perform Obligations Under the Agreement. The City is authorized to enter into and carry out its obligations under the Agreement, the substantially final form of which is attached to this Ordinance as Exhibit A, and the form, terms and provisions of the Agreement are approved and authorized as if set forth in this Ordinance in their entirety with such changes as may be approved by any of the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any one of them acting alone (each, an “**Authorized Representative**”).

Each Authorized Representative is authorized to execute and deliver the Agreement to the Authority. The final terms of the Agreement shall not be inconsistent with or contrary to purposes to be accomplished by the Program. The execution of the Agreement and delivery to the Authority shall constitute conclusive evidence of the approval by the Authorized Representative of the final terms of the Agreement on behalf of the City.

Section 4. Payments; Appropriation of Funds and Approval of Issuance of TAN. The City acknowledges that its obligation to pay the Payments under the Agreement is a current expense of the City and is dependent upon lawful appropriations of funds being made by the Council to pay the Payments in each fiscal year under the Agreement; provided, that the Agreement shall not in any way be construed to be a debt of the City in contravention of any applicable constitution or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Ordinance or the Agreement constitute a pledge of the full faith, credit or taxing power of the City or a pledge of general tax revenues, funds moneys or credit of the City. Further, the City may make the Payments from any legally available source of revenues, subject to City’s right to not appropriate funds to make Payments in any fiscal year.

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For the First Payment, which will be due and payable in the current fiscal year (e.g., the fiscal year ending June 30, 2021) and the anticipated amount of which is shown in Exhibit A of the Agreement, the Council hereby appropriates funds sufficient therefor, and as an alternate source of funds for the First Payment, authorizes the issuance of the TAN pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of the State of South Carolina, 1976, as amended, in an amount not exceeding the amount of the First Payment (as shown on the final, executed Agreement) plus the amounts necessary to pay for the costs incurred in the issuance of the TAN.

If the Authorized Representative determines that the issuance of a TAN is in the best interest of the City to make the First Payment, then the TAN shall be issued as a single fully-registered note at that time as may be determined by the Authorized Representative. Council delegates to the Authorized Representative the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

The Authorized Representative may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 5. Authorization to Prepare and Execute Documents in Connection with Sale of the 2020A Bonds. The Council acknowledges that the Authority intends to issue and sell the 2020A Bonds to the Purchaser to fund the Advance. The Authorized Representative is authorized to prepare and provide such information as may be requested by the Purchaser about the City in connection with the purchase of the 2020A Bonds and to deem such information "final" as may be required under any applicable securities laws. The City, by and through the Authorized Representative, is further authorized to execute and deliver such other certificates, documents and agreements (including without limitation a letter of representations, offering disclosures and a continuing disclosure or reporting agreement) as may be requested by the Authority, the Purchaser or other participants in connection with the issuance and sale of the Bonds or the Program.

Section 6. Further Acts. The Authorized Representative is further authorized to take such actions and make such other determinations as may be necessary or appropriate (a) to facilitate the City's participation in the Program and receipt of the Advance and (b) to carry out the transactions contemplated by this Ordinance and the Agreement and is directed and empowered to consult with such counsel as the Authorized Representative determines, in his or her sole discretion, may be necessary or advisable regarding the Program.

Section 7. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings, to the extent of such conflict, are hereby repealed.

Section 9. Effective Date. This Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2020
Second Reading: _____, 2020

Attachment: 2020-091 Authorize RecoverSC Participation (6231 : Ordinance No.: 2020-091 RecoverSC)

DRAFT

Exhibit A
Form of Intergovernmental Agreement
(Attached)

Attachment: 2020-091 Authorize RecoverSC Participation (6231 : Ordinance No.: 2020-091 RecoverSC)

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INTERGOVERNMENTAL AGREEMENT

between

**SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY
As Liquidity Provider**

and

**[LOCAL GOVERNMENT]
As Participant**

RECOVERSC LIQUIDITY PROGRAM

Dated as of October 1, 2020

ALL RIGHTS, TITLE AND INTEREST OF THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY IN THIS INTERGOVERNMENTAL AGREEMENT (WITH CERTAIN EXCEPTIONS) HAVE BEEN ASSIGNED TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (“TRUSTEE”), UNDER A MASTER TRUST INDENTURE DATED OF EVEN DATE HERewith AND ARE SUBJECT TO THE SECURITY INTEREST OF THE TRUSTEE.

Attachment: 2020-091 RecoverSC IGA (6231 : Ordinance No.: 2020-091 RecoverSC)

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TABLE OF CONTEXNTS

[TO COME]

DRAFT**INTERGOVERNMENTAL AGREEMENT**

This **INTERGOVERNMENTAL AGREEMENT**, dated as of October 1, 2020 (“Agreement”), is between South Carolina Jobs-Economic Development Authority (together with its successors and assigns, “Authority”), a public body politic and corporate and an agency of the State of South Carolina (“State” or “South Carolina”), as liquidity provider, and [Local Government] (“Participant”), a body politic and corporate and a political subdivision organized under the laws of the State, as participant.

WITNESSETH

WHEREAS, the Authority is authorized and empowered under and pursuant to the provisions of the South Carolina Jobs-Economic Development Fund Act, Chapter 43 of Title 41 (“Act”) of the Code of Laws of South Carolina 1976, as amended (“SC Code”), to promote and develop the business and economic welfare of the State, and thus provide maximum opportunities for creation and retention of jobs and improvement of the standard of living of the citizens of the State, and act in conjunction with other persons and organizations, public or private, in the promotion and advancement of industrial, commercial, agricultural, and recreational development in the State; and

WHEREAS, the Authority is further authorized and empowered to make loans to entities, whether public or private, to carry out its purpose and may issue its revenue bonds to provide funds for any authorized purposed under the Act; and

WHEREAS, pursuant to the foregoing authority, the Authority created RecoverSC, a municipal liquidity program (“Program”), for local governments of the State to alleviate liquidity constraints of such local governments caused by unexpected expenditures related to the COVID-19 pandemic and delays or decreases of certain tax and other revenues as a result of the COVID-19 pandemic; and

WHEREAS, to provide funds for the Program, the Authority has authorized the issuance of its revenue bonds, in one or more series, in the aggregate principal amount of not exceeding \$100,000,000 under that certain Master Indenture dated the date hereof (as amended and supplemented, “Master Indenture”) between the Authority and U.S. Bank National Association, as trustee (“Trustee”); and

WHEREAS, the proceeds of the Bonds will be advanced to qualifying local governments pursuant to one or more intergovernmental agreements (“Intergovernmental Agreement”), between the Authority and each such local governments; and

WHEREAS, the Participant has applied to participate in the Program in order to to bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic (“Recovery Purposes”); and

WHEREAS, in accordance with the terms of the Constitution of the State of South Carolina and the Home Rule Act codified at Section 4 [5], Chapter 9 [5] of the SC Code, Participant may take such actions as it deems necessary and proper to preserve health, peace, order and good government for the citizens of Participant; and

WHEREAS, the Participant is a body politic and corporate and a political subdivision of the State and is authorized under the provisions of Title 4 [5], Chapter 9 [7] of the SC Code to participate in the Program and enter into this Agreement; and

WHEREAS, the Participant has requested an advance under the Program in the amount of \$[AMOUNT] (“Advance”) in order to fund the costs of its Recovery Purposes; and

Attachment: 2020-091 RecoverSC IGA (6231 : Ordinance No.: 2020-091 RecoverSC)

WHEREAS, the Participant has been provided information regarding the fees and costs of issuance associated with the Program and understands that costs of issuance shall be deducted from the Advance and ongoing fees associated with the Program will be a component of the due from Participant to the Authority under the terms of this Agreement; and

WHEREAS, to fund the Advance, the Authority and the Trustee have entered into the certain Series 2020[] Supplemental Trust Indenture dated the date hereof (“Supplemental Indenture”) pursuant to which the Authority will issue its South Carolina Jobs-Economic Development Authority Economic Development Revenue Bonds (RecoverSC Program) Taxable Series 2020[] (“Bonds”).

NOW, THEREFORE, for and in consideration of the undertaking of the Authority to provide the Advance, the undertaking of the Participant to pay the Payments hereunder, the mutual covenants and agreements of the parties, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Authority and the Participant, intending to be legally bound, do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Master Indenture or as set forth below: “Council” means the governing body of the Participant and any successor body.

“Event of Default” means any of the events set forth herein.

“Event of Nonappropriation” means the Participant’s failure, for any reason, to specifically budget and appropriate moneys to pay, or adopt an ordinance authorizing the issuance of a tax anticipation note for the purpose of paying, all Payments due under this Agreement for the next succeeding Fiscal Year, by June 30 of each year beginning with June 30, 2021. The existence or nonexistence of an Event of Nonappropriation shall be deemed to occur on (a) June 30 of a year in which no such budget or ordinance shall have been adopted, or (b) any earlier date on which the Participant gives officials, specific written notice to the Authority, Purchaser and the Trustee that the Participant will not appropriate funds in the next succeeding Fiscal Year for payment of Payments; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein.

“Fiscal Year” means the fiscal year of the Participant, currently beginning on each July 1 and ending on the succeeding June 30.

“Moody’s” means Moody’s Investors Service, Inc., as securities rating agency, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Payments” means the annual payments to be paid by the Participant pursuant to this Agreement.

“S&P” means S&P Global Ratings, as securities rating agency, a corporation organized and existing under the laws of the State of New York, its successors and assigns.

Section 1.2 Terms Defined in the Master Indenture. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master Indenture unless the context clearly indicates to the contrary.

Section 1.3 Participant Representations, Warranties and Covenants. The Participant makes the following representations, warranties and covenants:

(a) The Participant is a body politic and corporate, and a political subdivision of the State and has full power and legal right to enter into this Agreement and to perform its obligations hereunder and thereunder. The Participant's actions in making and performing its obligations under this Agreement have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the Participant or its properties are bound.

(b) The Participant will take such action as is necessary to ensure that proceeds of the Advance are applied solely for the Recovery Purposes.

(c) There is no fact that has not been disclosed to the Purchaser or the Authority which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the Participant, its status as a political subdivision, its ability to perform its obligations under this Agreement.

(d) There are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, except as disclosed to the Purchaser and the Authority, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the Participant, or the corporate existence or powers or ability of the Participant to enter into and perform its obligations under this Agreement.

(e) The execution and delivery of this Agreement and associated certificates (collectively, "Participant Agreements"), and the consummation of the transactions provided for herein and therein, and compliance by the Participant with the provisions of the [Participant Agreements]:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the Participant;

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Participant except as otherwise provided in this Agreement or any governmental restriction to which the Participant is a party or by which the Participant, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the [Participant Agreements] or the Participant's ability to perform fully its obligations under the [Participant Agreements]; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Participant, its properties or operations are subject.

(f) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Agreement, and/or the passage of time or giving of notice or both, would

constitute an Event of Default. The Participant is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Participant with the terms hereof, or the [Program Documents]), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(g) This Agreement is a legal, valid and binding obligation and agreement of the Participant, enforceable against the Participant in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Agreement is subject in its entirety to the right of the Participant to terminate this Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Payments, as provided herein.

(h) Within 180 days of the end of the Participant's fiscal year, the following items shall be posted to the Electronic Municipal Market Access system: (i) a copy of the audited financial statements of the Participant, (ii) a copy of an annual budget of the Participant, (iii) a certificate of an authorized representative of the Participant stating whether (A) the approved budget of the Participant includes an appropriation necessary to pay the Payments and (B) the Participant has authorized the issuance of a tax anticipation note, and (iv) additional reasonable disclosure items as may be determined by the Purchaser.

(i) The Purchaser or Trustee shall have the right to receive such additional information as it may reasonably request.

(j) The Participant will allow the Purchaser or Trustee to discuss the affairs, finances and accounts of the Participant or any information which the Trustee may reasonably request with appropriate officers of the Participant, and will grant the Trustee access to the facilities, books and records of the Participant on any business day upon reasonable prior notice.

(l) During the term of this Agreement, the Participant shall (i) adopt prior to the end of the current fiscal year an operating budget for the following fiscal year; (ii) include in each annual budget proposal for consideration by Council (A) an appropriation for the Payments due under this Agreement and (B) an authorization for the issuance of a tax anticipation note in an amount sufficient to pay the Payments.

Section 1.4 Authority Representations, Warranties and Covenants. The Authority makes the following representations, warranties and covenants:

(a) The Authority is a duly organized and validly existing body politic and corporate and an agency of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Agreement, the Master Indenture and Supplemental Indenture to perform each and all of the obligations of the Authority provided therein.

(b) The Authority has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, the Master Indenture and Supplemental Indenture and each of the additional documents to which it is or will be a party, if any.

(c) By proper action, the officers of the Authority have been duly authorized to execute and deliver this Agreement, the Master Indenture and Supplemental Indenture.

(d) The execution and delivery by the Authority of this Agreement, the Master Indenture and Supplemental Indenture and the consummation by the Authority of the transactions contemplated hereby

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and thereby have not and will not conflict with or constitute a breach of or default under the Authority's articles of inAuthority or bylaws or any bond, debenture, note or other evidence of indebtedness of the Authority, or any contract, agreement, or instrument to which the Authority is a party or by which it is bound.

(e) Each of this Agreement, the Master Indenture and Supplemental Indenture and each additional document to which the Authority is or will be a party, if any, has been or will be duly executed and delivered by the Authority and constitutes or will constitute a legal and valid obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed to the Purchaser and the Participant, there is no litigation pending and served on the Authority that challenges the Authority's authority to execute, deliver or perform its obligations under this Agreement and the Authority has disclosed any threatened litigation with respect to such matters of which the Authority is aware.

(g) The Authority is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Authority's activities in connection with this Agreement.

(h) To finance the Advance, the Authority will issue the Bonds which are payable from and secured by the Payments receivable by the Authority under this Agreement.

ARTICLE II TERM

Section 2.1 Termination. The term of this Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation, such occurrence to be determined in accordance with the definition of such term given in this Agreement, which Event of Nonappropriation is not thereafter duly waived;

(b) The repayment in full of all Payments due under this Agreement;

(c) The occurrence of an Event of Default under and termination of this Agreement by the Authority or Trustee under the terms of this Agreement; or

(d) October 1, 2030, which date constitutes the last day of the term hereof, or such later date as all Payments due hereunder shall be paid.

Termination of this Agreement shall terminate all obligations of the Participant under this Agreement, including its obligations to pay future Payments and other amounts that have not been appropriated; but all other provisions of this Agreement, including all obligations of the Authority with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Authority specifically provided herein, shall be continuing until the Master Indenture is discharged as provided therein.

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ARTICLE III PAYMENTS; ASSIGNMENT TO TRUSTEE

Section 3.1 Payments.

(a) Payments to Constitute a Current Expense of the Participant. The Authority and the Participant understand and intend that the obligation of the Participant to pay Payments hereunder shall constitute a current expense of the Participant and is dependent upon lawful appropriations of funds being made by the Council to pay Payments due in each fiscal year hereunder, and shall not in any way be construed to be a debt of the Participant in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Participant, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, moneys or credit of the Participant.

(b) Payment. Subject to an Event of Nonappropriation, on or before the 15th day prior to each Bond Payment Date during the period this Agreement is in effect, the Participant shall pay to the Trustee as assignee of the Authority, Payments exclusively from moneys specifically budgeted and appropriated for such purpose, including proceeds of any tax anticipation note issued by the Participant for such purpose, in lawful money of the United States of America, which payments shall be made to the Trustee as assignee of this Agreement, in the amounts set forth on Exhibit A.

(c) Payment of Additional Payments. The Participant agrees to pay, subject to its right to not appropriate moneys specifically therefor, the following amounts as Additional Payments together with such other sums as are provided for herein:

- (i) All reasonable costs and expenses incurred or to be paid by the Trustee and the Authority under the terms of this Agreement or the Master Indenture; and
- (ii) Amounts owed to the Trustee and Authority as provided for in the Master Indenture.

(d) Continuation of Term by the Participant. The Participant has no reason to believe, as of the date hereof, that it will not continue making Payments through the entire term of this Agreement, and reasonably believes that it will pay the Payments due or coming due hereunder and presently has legal authority to budget and appropriate such amounts in its annual budget, as limited by applicable law.

Section 3.2 Payments Not Subject to Reduction, Offset or Other Credits.

(a) The Participant and the Authority intend that this Agreement shall yield, net, the Payments specified in Exhibit A. Notwithstanding any dispute involving the Participant and the Authority or any other person, the Participant shall make all Payments when due and shall not withhold any Payments pending final resolution of such dispute, nor shall the Participant assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Agreement. The Participant's obligation to make Payments during the term of this Agreement shall not be abated through accident or unforeseen circumstances. The Participant agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Agreement and such amounts shall be subject to reduction offset or other credits of any kind.

(b) All payments of Additional Payments referred to above shall be made by the Participant in immediately available funds on a timely basis directly to the person or entity to which such payments are owed.

Section 3.3 Prepayment of Payments. The Participant may prepay Payments in whole or in part on any date that is a Bond Payment Date. The Participant shall notify the Trustee and the Authority in writing at least 45 Business Days in advance of its intent to prepay any Payments.

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Section 3.4 Administrative Expenses. The Participant shall pay as Additional Payments (i) the periodic fees and reasonable expenses from time to time of the Trustee and [the Program Administrator], and (ii) any reasonable expenses, including reasonable attorneys' fees, incurred by the Authority, [the Program Administrator] or the Trustee to compel full and punctual performance of this Agreement in accordance with the terms hereof.

Section 3.5 Assignment of Agreement, Manner of Payment. As security for and the source of payment of the Bonds, pursuant to the Master Indenture, the Authority has assigned to the Trustee all of its right, title and interest in and to this Agreement, except for the right of the Authority to receive indemnity against claims and payment of its fees and expenses. The Participant consents and agrees to the assignment of this Agreement as provided herein. The Participant covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Agreement, and to make all payments required by the Participant under this Agreement (other than payment for indemnity and fees and expenses of the Authority) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the Participant may have with the Authority or the Trustee.

Section 3.6 Limited and Special Obligation of the Participant. UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THIS AGREEMENT MAY BE TERMINATED AS OF THE END OF THE LAST FISCAL YEAR WHICH IS NOT AFFECTED BY SUCH EVENT OF NONAPPROPRIATION, AND THE PARTICIPANT SHALL NOT BE OBLIGATED TO MAKE THE PAYMENTS PROVIDED FOR IN THIS AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED HEREIN).

THE OBLIGATIONS OF THE PARTICIPANT TO MAKE PAYMENTS REQUIRED UNDER THIS ARTICLE III AND OTHER SECTIONS HEREOF, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT. It is the intention of the parties that the payments required by this Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the Participant's obligation to pay Payments hereunder as set forth above.

THE OBLIGATIONS OF THE PARTICIPANT UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE PARTICIPANT WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION NOR THE PLEDGE OF A REVENUE-PRODUCING PROJECT OR SPECIAL SOURCE.

Section 3.7 Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If an Event of Nonappropriation occurs and is not waived, the Participant shall not be deemed to be in default under this Agreement and shall not be obligated to make payment of any future Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, however, that, subject to the limitations, the Participant shall continue to be liable for Payments accrued prior to the beginning of such Fiscal Year, and due hereunder.

(b) If the Participant delivers official, specific written notice to the Authority, the Purchaser and the Trustee that it will not appropriate funds in the next succeeding Fiscal Year for payment of Payments, the Trustee shall promptly give written notice to the Participant and the Authority stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) Subject to the terms hereof, the Purchaser may waive any Event of Nonappropriation.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Master Indenture for the benefit of the Holders of the Bonds, and the Trustee may or shall, as the case may be, proceed to exercise its remedies, liquidate its interest in this Agreement. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Master Indenture.

ARTICLE IV COVENANTS OF THE PARTICIPANT

Section 4.1 Immunity of Authority, Purchaser and Trustee; Indemnification. In the exercise of the powers of the Authority, Purchaser and the Trustee and their members, directors, officers, employees and agents under the Master Indenture or this Agreement, including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Authority nor the Trustee shall be accountable to the Participant for any action taken or omitted with respect to this Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Agreement. The Authority, Purchaser and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Participant for any claims based on the Master Indenture or this Agreement against any member, director, officer, employee or agent of the Authority or the Trustee alleging personal liability on the part of such person. To the extent permitted by law, the Participant shall defend the Authority and any of its members, directors, officers, employees or agents and save them harmless against any liability, including expenses and legal or other fees, intended to be precluded by this Section resulting from acts or omissions of the Participant or from acts or omissions of the Authority or any of their members, directors, officers, employees or agents in connection with any acts taken pursuant to this Agreement, except for fraud, deceit, or acts taken in bad faith or which are negligent.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the Participant to make any Payment hereunder within five days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision);

(b) failure by the Participant to make any Additional Payment required hereunder within 10 days after the same is due;

(c) failure by the Participant to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Participant by the Trustee;

(d) if any of the representations and warranties of the Participant hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made;

(e) if the Participant shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the Participant or of property of the Participant, or (ii) admit in writing the inability of the Participant to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated as bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code; or

Section 5.2 Remedies. Whenever any Event of Default referred to in this Agreement shall have happened and be continuing, the Purchaser (with written notice promptly given to the Trustee) may terminate the term of this Agreement and shall give notice to the Participant. The Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.

Section 5.3 Cumulative Rights. No remedy conferred upon or reserved to the Authority, the Purchaser or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Authority, Purchaser or the Trustee of any breach by the Participant of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Authority, Purchaser or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Authority, Purchaser or the Trustee from time to time and as often as may be deemed expedient.

Section 5.4 Discontinuance of Proceedings. In case the Authority or the Trustee shall have proceeded to enforce any right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority or the Trustee, then and in every such case the Participant, the Authority, Purchaser and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the Participant, the Authority, Purchaser and the Trustee shall continue as though no such proceeding had been taken.

ARTICLE VI MISCELLANEOUS

Section 6.1 Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties as follows:

If to the Participant:

☐

If to the Purchaser:

☐

If to the Authority:

South Carolina Jobs-Economic Development Authority
Attention: Executive Director

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1201 Main Street, Suite 1600
Columbia, South Carolina 29201

(with copy to the Participant as described above, which does not constitute notice)

(and with a copy to, which does not constitute notice)

Emily S. Luther and Ray E. Jones
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

If to the Trustee:

U.S. Bank National Association
Attention: Global Corporate Trust
1441 Main Street, Suite 775
Columbia, South Carolina 29201

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Authority, or the Participant to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

Section 6.2 Assignments. Except as expressly provided in the Master Indenture, this Agreement may not be assigned by any party without the written consent of the other party and the written consent of the Trustee.

Section 6.3 Severability. In case any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Agreement shall be construed as if such provision had never been contained herein.

Section 6.4 Amendments. The Participant and the Authority may, with the prior consent of the Trustee, but without the consent of the Purchaser, enter into any amendments at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment; or
- (b) To grant to or confer upon the Authority or the Purchaser any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the Participant herein contained, or to surrender any right or power herein reserved to or conferred upon the Participant; or
- (d) To reflect a change in applicable law; or
- (e) To make any amendments required by Moody's or S&P as a condition to rating the Bonds.

The Trustee shall receive prior written notice of all such amendments.

Section 6.5 Successors and Assigns. All covenants, promises and agreements contained in this Agreement by or on behalf of or for the benefit of the Participant or the Authority, shall bind and inure

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to the benefit of their respective successors and assigns, whether so expressed or not. To the extent that this Agreement confers upon, gives or grants to the Trustee any right, remedy or claim under or by reason of this Agreement, the Trustee is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 6.6 Applicable Law. This Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

Section 6.7 Recordation. At the option of the Authority this Agreement or a short form and summary hereof may be recorded in appropriate official records.

Section 6.8 Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Attachment: 2020-091 RecoverSC IGA (6231 : Ordinance No.: 2020-091 RecoverSC)

WITNESS the due execution of this Agreement, effective, as of the day and the year first mentioned above.

(SEAL)

[PARTICIPANT]

By: _____

Attest: _____
Clerk to Council

(SEAL)

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Attachment: 2020-091 RecoverSC IGA (6231 : Ordinance No.: 2020-091 RecoverSC)

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EXHIBIT A
PAYMENTS SCHEDULE

Subject to an Event of Nonappropriation, the Participant shall pay to the Trustee, as assignee of the Authority, the total Payments on or before the 15th day prior to each Bond Payment Date during the period this Agreement is in effect, in the amounts set forth below.

<u>Bond</u> <u>Payment Date</u>	<u>Payment</u>	<u>Additional Payment</u>	<u>Total Payment</u>
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Attachment: 2020-091 RecoverSC IGA (6231 : Ordinance No.: 2020-091 RecoverSC)



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-084 Authorizing the Purchase of 0.23 Acre being a portion of Common Area in Willowbrook Subdivision, located on the southwestern side of Summerlea Drive (S-376); Richland County TMS#09205-02-23 Project Name: Utility Site for Sanitary Sewer and Storm Drainage Improvements along Summerlea Drive CIP Project #SS7433; CF#250-489

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-084 purchase 0.23 ac Common Area SW Summerlea Drive Willowbrook SD (PDF)

RESOLUTION NO.: 2020-084

*Authorizing the Purchase of 0.23 Acre being a portion of Common Area in Willowbrook Subdivision, located on the southwestern side of Summerlea Drive (S-376); Richland County TMS#09205-02-23
Project Name: Utility Site for Sanitary Sewer and Storm Drainage Improvements along Summerlea Drive
CIP Project #SS7433; CF#250-489*

WHEREAS, the subject property is located on the southwestern side of Summerlea Drive in the Willowbrook Subdivision and is being acquired to be used for the construction of a replacement sanitary sewer outfall line for the Summerlea Drive sanitary sewer and storm drainage improvements project; and

WHEREAS, the property owner proposed acquisition of the subject property in lieu of granting an easement for the referenced project. The owner has accepted the City's offer to acquire the subject property for the negotiated price of One Thousand and No/100 (\$1,000.00) Dollars and payment of any outstanding taxes due estimated to be One Thousand Sixty-five and 78/100 (\$1,065.78) Dollars for a total consideration of Two Thousand Sixty-five and 78/100 (\$2,065.78) Dollars; and

WHEREAS, approval is recommended by the Director of Engineering; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, for and in consideration of the sum of One Thousand and No/100 (\$1,000.00) Dollars and payment of any outstanding taxes due estimated to be One Thousand Sixty-five and 78/100 (\$1,065.78) Dollars for a total consideration of Two Thousand Sixty-five and 78/100 (\$2,065.78) Dollars, the City Manager is hereby authorized to execute all closing documents necessary and as approved by the City Attorney for the acquisition of 0.23 acres, more or less being a portion of the common area in Willowbrook Subdivision located on the southwestern side of Summerlea Drive.

The referenced property is shown on a plat dated July 10, 2020, prepared by Chao and Associates, Aaron C. Brooks, Jr., S.C. R.L.S. #20462, for the City of Columbia, South Carolina and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-489. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

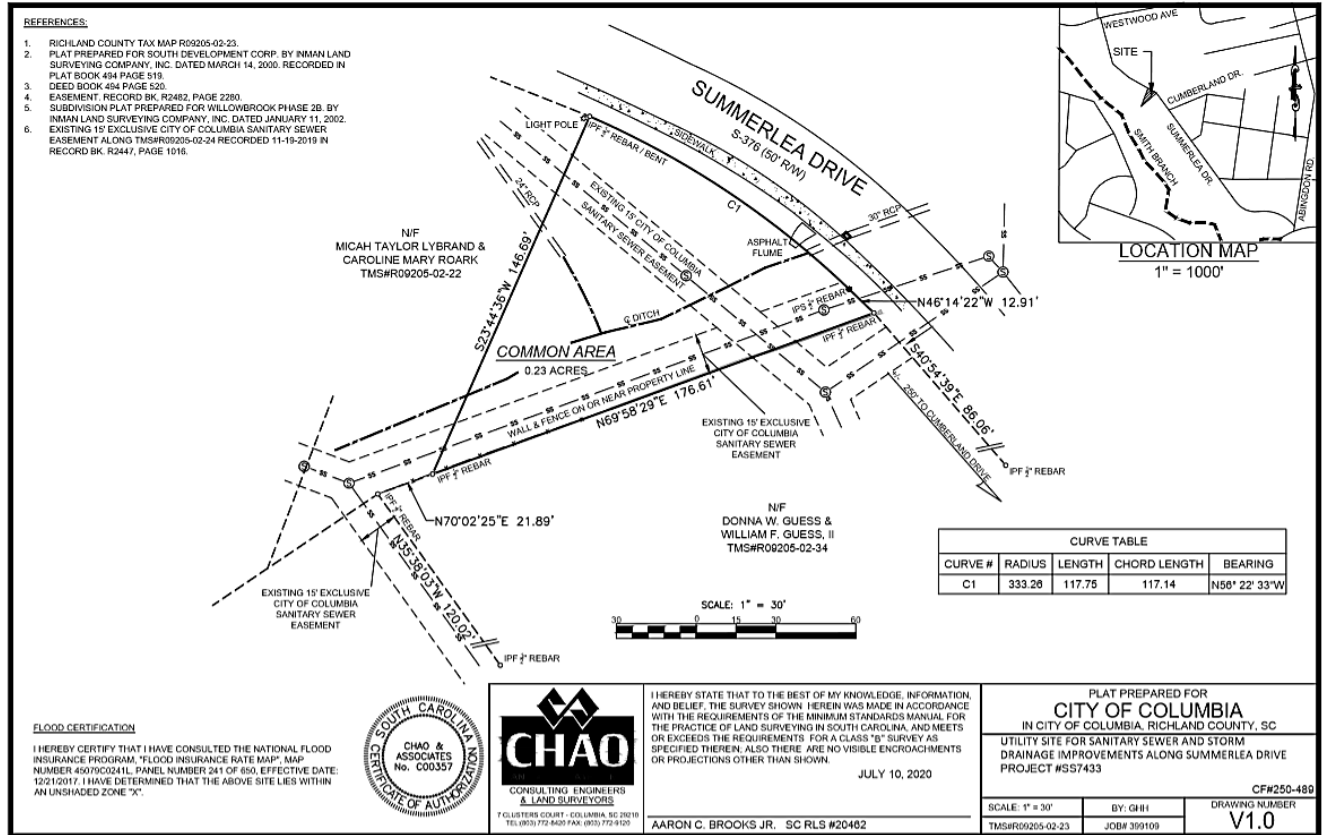


Senior Assistant City Attorney

City Clerk

Introduced:
Final Reading:

RESOLUTION NO.: R-2020-084
EXHIBIT "A"





We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the Employee Health Center

**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:

- R-2020-089 Employee Clinic lease-Celia Saxon (PDF)

RESOLUTION NO.: R-2020-089

*Authorizing the City Manager to execute a Sublease Agreement with
Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112
2012 Harden Street for the Employee Health Center*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Sublease Agreement for the Employee Health Center, or in a form to be approved by the City Attorney, between the City of Columbia and Celia Saxon Shopping Center, LLC for lease of Suite 110 and Suite 112 2012 Harden Street Celia Saxon Shopping Center for the terms and conditions therein contained.

(Funding code: 6048920)

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

SUBLEASE AGREEMENT
 (Resolution R-2020-)

THIS SUBLEASE AGREEMENT is made by and between Celia Saxon Shopping Center LLC, a South Carolina Corporation, (hereinafter, "Landlord"), and The City of Columbia, South Carolina, (hereinafter, "Tenant").

W I T N E S S E T H :

WHEREAS, the above-stated parties desire to enter into an agreement whereby Tenant shall rent from Landlord certain premises set forth below; and,

WHEREAS, the Parties desire to set forth their rights and remedies regarding the demised property; and,

NOW, THEREFORE, for and in consideration of Tenant's payments of rent and the mutual covenants and promises contained herein, the Parties hereby agree as follows:

ARTICLE 1. SUBLEASED PREMISES

1.1 Subleased Premises. Subject to all the terms and conditions of this SubLease, Landlord has demised and Subleased, and hereby confirms such demise and Sublease to Tenant, and Tenant has hired and Subleased, and hereby confirms such hire and Sublease from Landlord, the land not less than 3297 square feet in the Subleased Premises being shown and outlined on the site plan attached hereto as Exhibit "A". The Subleased Premises is situated within the Celia Saxon Shopping Center, constructed by Landlord as herein provided, at the northeastern corner of the intersection of Harden Street with Walker Solomon Way in Columbia, South Carolina. The term Shopping Center as used herein shall mean and refer to the land Subleased by Landlord from the Authority, together with the buildings and other structures from time to time thereon. For the purpose of this document, the Subleased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Subleased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this SubLease, but reserving and accepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Subleased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center. Tenant's address in the Shopping Center is 2012 Harden Street, Suite 110 and 112 Columbia, S.C. 29204. Tenant recognizes and agrees that, the "Common Area" (or "Common Areas") is the part of the Shopping Center, not occupied by buildings and made available for the non-exclusive use of all tenants, and their customers, employees and invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, roofs, exterior wall surfaces and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's management and control. Tenant's use of the Common Area, shall be in harmony hereof, and Tenant's right to the Common Area shall be non-exclusive and reasonable and reasonably restricted and limited by Landlord, as solely determined by Landlord, and Tenant shall make no extraordinary use of the Common Area, nor utilize advertising, without the advance written approval of the Landlord (for the purposes of this provision, "Tenant" means, Tenant's concessionaires, officers, employees, agents, customers and invitees).

1.2 Permitted Encumbrances. Ad Valorem taxes for 2012 and subsequent years are permitted encumbrances; provided, however, the rent for the year in which the SubLease begins shall be prorated based upon the period of occupancy of the Tenant for that year;

ARTICLE 2. TERM

2.1 Term. Commencing on the “Commencement Date” as July 1, 2020, hereinafter defined and ending one (1) year thereafter, except that in the event the Commencement Date is a day other than the first day of a calendar month, said term shall extend for said number of years in addition to the remainder of the calendar month following the Commencement Date (the “Initial Term”). Tenant has the option to renew this SubLease for an additional term of one (1) year (“First Renewal Term”) under the same terms and conditions as exist at the end of the initial Term except that the Basic Rent (as defined hereafter) shall increase by an additional ten (10%) percent for the duration of the First Renewal Term. To exercise its renewal option, Tenant shall deliver in writing to Landlord a notice of such election no later than ninety (90) days prior to the termination of the initial Term to exercise the First Renewal Term. Access prior to the Commencement of the Term, shall be arranged by consultation with Landlord. Each party shall have the right to terminate this Agreement, with or without cause, by providing ninety (90) days written notice.

2.2 Security Deposit. Prior to or contemporaneous with the Commencement Date, Tenant shall deposit with the Landlord the amount of Five Thousand and No/100 (\$5,000.00) Dollars (“Security Deposit”). Tenant agrees that the Security Deposit may be deposited into an operating account of Landlord and utilized by Landlord for the operation of the Premises. The Security Deposit is to be refunded to Tenant upon vacating the Premises at the expiration of the SubLease, or any renewal hereof, if the Tenant is not then in default and the premises are returned to the Landlord are in, “broom clean” condition, with no waste committed. In no event, may the Security Deposit be deemed by, or utilized by, Tenant to be available to offset Rent or Additional Rent, or any monies due to Landlord under this SubLease

2.3 Delivery of Premises. On or before the Commencement Date, Landlord shall have completed the following at its sole cost and expense:

- a. Provide Tenant with an HVAC inspection letter from a licensed and bonded contractor attesting that the HVAC system currently in use at the Premises is in proper working condition; and,
- b. Prepared the Premises then delivered the Premises to Tenant in broom-clean condition.

2.4 Holding Over. At any expiration or cancellation of this SubLease, should Tenant hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only on the same terms hereof, with the rent escalation set forth herein.

2.5 Return of Premises. Tenant shall, on the last day of the term, or upon sooner termination of the Term, or Renewal Term hereof, peaceably and quietly surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, and shall also surrender any new buildings, structures, replacements or additions, or improvements constructed, erected, added, or placed thereon, with normal wear and tear excepted.

ARTICLE 3. RENT

3.1 Basic Rent/Common Area Costs. During the One Year Term, the Fixed Rent shall be based on a fee of approximately \$12.50 per square foot of leased space in the Shopping Center or \$3,424.00 per month or \$41,088 per year. At the end of the Term, the parties will negotiate the Fixed Rent for any additional Extension Term at least 180 days, but no more than 270 days prior to the expiration of the Initial Term. For any Renewal Term, the Rental payments due to the Landlord shall escalate by ten percent (10%), consistent with provision 2.1 herein. The Fixed Rent for a Fractional Month (if any) shall be apportioned on a per diem basis, calculated on the basis of a thirty (30)-day month, and shall be payable upon the commencement of the Lease Term. Common Area Costs- In addition to the monthly Fixed Rent, there will be an additional cost of approximately \$3.74 per square foot of the leased space for the Cost of the Common Area Maintenance, otherwise specified herein, Tenant shall pay to Landlord a contribution towards “common area maintenance” such sum payable in equal monthly installments in advance on the first day of each month during the Lease Term. Tenant’s Pro Rata Share shall be based upon the reasonably estimated annual cost of operation and maintenance of the Common Area. This cost for the above mentioned Subleased space

is approximately \$3.74 per square foot x 3297 square feet, or \$12,324.00 per year or \$1,027 per month for the duration of the SubLease.

3.2 Additional Rent. In addition to the Basic Rent provided for above, Tenant shall pay to Landlord as additional rent ("Additional Rent") all amounts as set forth throughout this SubLease. A default in payment of Additional Rent by Tenant shall give Landlord the right to exercise the same remedies as for a default in the payment of Basic Rent.

3.3 Payment of Rent. All Basic and Additional Rent is due and payable in advance on the tenth (10th) day of each calendar month (or, as to invoiced Additional Rent, within ten (10) days after receipt of written demand) and is to be paid to Landlord. In the event that any installment of Basic Rent, Additional Rent, or other sums payable hereunder by Tenant to Landlord are not paid on the due date, Tenant shall pay, in addition to such unpaid installment, a late payment penalty of Fifty (\$50.00) Dollars for each day said rent is in arrears beginning on the first (1st) day after said rent is due, or the highest interest rate permitted by law in the event the Fifty (\$50.00) Dollar late payment penalty is deemed invalid by a Court of competent jurisdiction.

3.4 Net SubLease. The Basic Rent provided for herein shall be in addition to and over and above all other charges, expenses, costs, impositions, utilities, insurance, and other payments whatsoever to be made by Tenant under this SubLease as more fully described herein.

ARTICLE 4. USE AND OPERATION

4.1 Permitted Uses. During the Term of this SubLease, the Premises may only be used for, lawful purposes, which for this SubLease is said to be, a Medical and Wellness Center to be operated by an independent contractor engaged by the City of Columbia to provide medical, pharmaceutical and wellness services to current City employees, City retirees and dependents, (hereinafter, "Medical and Wellness Center").

4.2 Prohibited Uses. Tenant shall not use, occupy, suffer, or permit the Premises or any part thereof to be used in any manner which would in any way: (a) violate any statute, ordinance, law, or regulation affecting the Premises, (b) make void, voidable, or unobtainable any insurance coverage required by this SubLease to be maintained by Tenant, (c) constitute a public or private nuisance, or (d) cause Tenant to default in any of its other obligations under this SubLease.

4.3 Leaving Premises Unoccupied. Tenant shall have the right, at any time, to leave the Premises unoccupied; provided that during any such period that the Premises is unoccupied, Tenant shall still be responsible for the Premises and all contents thereof, and Tenant shall not during any such period be released from its obligations under this SubLease, both financial and custodial. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

4.4 Compliance with Laws, Ordinances and Regulations. The use of the Premises will be a permitted use under all applicable statutes, codes, rules, regulations, and ordinances. Landlord represents and warrants to Tenant that the Premises shall at all times comply with all applicable laws governing its use and occupancy. Landlord shall at Landlord's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Landlord or Tenant by the ordinances, laws, and/or regulations of any Governmental authorities, as may apply to the Premises. If during the term of this SubLease the application of any statute, code, or ordinance of any government authority, agency, official, or officer applicable to the Premises makes it impossible or not economical for Tenant to operate in the Premises, then Tenant, at its option, may terminate this SubLease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination, and all monies owed to Landlord are immediately due and payable.

ARTICLE 5. ASSIGNMENT AND SUBLETTING

5.1 Assignment and Subletting. Provided Tenant is not in default hereunder, Tenant may seek a written approval from the Landlord to assign this SubLease and/or make subleases of all or any portion of the Premises. Any permitted assignee/subtenant may use the Premises for any lawful purpose permitted by this SubLease. Landlord may assign this SubLease and all rights hereunder provided Tenant's use and enjoyment of the Premises during the term of this SubLease is not disturbed.

ARTICLE 6. STRUCTURAL ALTERATIONS AND REPAIRS

6.1 Structural and Non-Structural Alterations. Tenant may make reasonable structural and reasonable non-structural alterations, installations, substitutions, decorations, and improvements ("Tenant Improvements") in and to the Premises as Tenant may reasonably desire to adapt the Premises to Tenant's business purposes. Each such Tenant Improvement shall be completed in accordance with all applicable codes, rules, and regulations. Tenant shall not exercise the right and privilege granted by this Article in such manner as to damage permanently the structural qualities of the building. Tenant may make such additions, improvements, or alterations to the Premises at its sole cost and expense. Tenant shall not permit mechanics liens to become attached or remain on the Subleased premises, and Tenant is solely responsible for the same.

6.2 Fixtures and Personal Property. Landlord agrees that all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature kept or installed at the Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Premises and may be removed by Tenant at any time and from time to time during the Term and any renewal thereof, only if any such removal causes no damage to the Premises. At the expiration or sooner termination of this SubLease, or any renewal thereof, Tenant shall remove any and all trade fixtures, partitions, shelves, signs, machinery, equipment, furniture, or other personal property of whatever kind or nature, and repair all damage done to the Premises by such removal; natural wear and tear, damage by storm, fire, flood, lightning, or other natural casualty excepted.

6.3 Landlord's Obligation for Maintenance. During the full term of this SubLease and any renewal thereof, the Landlord shall reasonably maintain the roof, exterior walls, foundations, underground utilities leading to the Premises, and other structural portions of the Premises at Landlord's expense. So long as Tenant maintains an annual service maintenance agreement on the HVAC system, Landlord shall be responsible for any and all costs of repair, maintenance, installation, and replacement of the HVAC system greater than One Thousand, Five Hundred and No/100 (\$1,500.00) Dollars incurred per calendar year. For avoidance of doubt, all repairs, replacements, and renewals shall be equal in quality and class to the original work.

ARTICLE 7. ENVIRONMENTAL MATTERS

7.1 Releases. Tenant represents and warrants to Landlord that during the term of this SubLease no hazardous waste (as that term is defined in state or federal law) or substance which is harmful to the environment will be generated, treated, stored, processed, or disposed on the Premises, except in full compliance with all local, state, federal laws, ordinances, and regulations. Landlord represents, as of the Commencement Date, to the best of its knowledge (a) none of the buildings or other structures on the Premises contain asbestos nor have asbestos-containing materials and (b) that no hazardous waste, materials or substances, as defined by applicable federal, state or local law have been heretofore disposed of on the Premises and that no other environmental hazards exist on the Premises.

ARTICLE 8. INSURANCE

8.1 Insurance by Tenant. The Landlord acknowledges that the City is self-insured, which consists solely of the protection and rights provided to City under the South Carolina Tort Claims Act. The currently effective limitations on liability under said Act are set forth in Section 15-78-120 of the Code of Laws of South Carolina 1976, as amended.

ARTICLE 9. TAXES AND ASSESSMENTS

9.1 Escrows for Taxes. Tenant agrees to remit to Landlord, concurrent with the payment of Basic Rent, an amount equal to 1/12 of the amount required to pay the current year's Ad Valorem taxes Ad Valorem taxes and/or special assessments and cost of maintaining the common area of the Shopping Center are equal to Tenant's pro rata share, which shall be computed upon the ratio of the square feet of the Leased Premises to the total leaseable square footage of the Shopping Center, not to include the common area. The Parties agree to reconcile the amounts paid into escrow by Tenant with the actual tax bill at the end of each tax year. All such payments for taxes shall be remitted timely to the governmental entity by Landlord as Landlord shall be solely responsible for any fine, penalty, interest, cost, or imposition arising from a late payment or imposed by operation of law. Within ten (10) business days of Tenant's request, Landlord shall furnish to Tenant receipts for the payment of all taxes and assessments, or other evidence satisfactory to Tenant that such payments have been made by Landlord.

9.2 Tenant May Perform Landlord's Obligations. If Landlord shall, after ten (10) days of receiving notice of the overdue obligation, (a) fail to pay any tax or assessment; (b) fail to provide proof of payment as hereinabove required; or (c) fail to deliver any certificate as provided above; Tenant shall have the right, but shall not be obligated, to pay the Ad Valorem tax and/or assessment and all amounts so paid including, but not limited to, costs, penalties, and interest, shall be repaid to Tenant by Landlord immediately or Tenant may deduct such amounts from Basic and Additional Rent due to Landlord.

ARTICLE 10. UTILITIES AND MAINTENANCE CONTRACTS

10.1 Tenant to Pay. Tenant is responsible for the maintenance and replacement of locks and Tenant is responsible for the maintenance and replacement for all electric light bulbs, tubes and fixtures within or on the Subleased premises, and Tenant shall promptly pay, or cause to be paid, all proper charges for gas, electricity, cable or satellite heat, water, sewerage or plumbing costs, including the freezing thereof, and power for telephone, protective, and other communication services, removal of garbage and waste, (Tenant shall not permit or allow garbage or trash to accumulate on the Subleased premises), and for all other public or private utility services, which shall be used, rendered, or supplied on or in connection with the Premises, or any part thereof, at any time during the term of this SubLease.

ARTICLE 11. ACCESS TO PREMISES

11.1 Access. Subject to applicable Government security regulations, Tenant shall permit inspections of the Premises by Landlord, its agents or representatives, and by or on behalf of prospective purchasers or mortgagees of the Premises at reasonable times and for reasonable periods after reasonable notice to Tenant at any time during the term of this SubLease and shall permit Landlord access to make such repairs required hereunder by Landlord or repairs that Tenant shall fail to make. During the sixty (60) day period immediately preceding the expiration of the Initial Term or any renewal term, Tenant shall permit inspection of the Premises at reasonable times and for reasonable periods by or on behalf of prospective tenants. If at any time an entry shall be deemed necessary in the sole discretion of Landlord for the protection of the Premises, Landlord or Landlord's agents or representatives may enter the Premises for any such purpose. The provisions of this Article are not intended to create or increase, and are not to be construed as creating or increasing, any obligations of Landlord under this SubLease.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default by Tenant. The occurrence of any of the following events during the Term or any extension of this SubLease shall constitute a default hereunder and shall entitle Landlord to exercise all remedies available at law or equity including those hereinafter set forth:

- a. Failure of Tenant to make payment of any installment of the Basic Rent expressly reserved hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or

- b. Failure of Tenant to make payment of any item of Additional Rent or any other charge required to be paid by Tenant hereunder or any part of same within fifteen (15) days after receiving written notice that the same is overdue; or
- c. Failure of Tenant to fulfill any of the covenants of this SubLease and to cure said default within thirty (30) days after written notice to Tenant to cure.
- d. After an Event of Default by Tenant, Landlord has the express right to remove and store any property, personal or otherwise then on the Subleased premises, with the Tenant being solely responsible for all costs of removal and storage of all items, and Tenant being solely responsible for all claimed loss, damage or costs to any items removed from the Subleased premises.

12.2 Events of Default by Landlord. The occurrence of any of the following events during the Term or any extension of this SubLease shall constitute a default hereunder and shall entitle Tenant to exercise all remedies available at law or equity including those hereinafter set forth:

- a. Failure by Landlord to observe or perform any covenant, agreement, condition or provision required of Landlord pursuant to the terms and provisions of the SubLease which materially affects the use or habitability of the Premises and if such failure shall continue for thirty (30) days after receipt of written Notice from Tenant to Landlord specifying such failure; provided, however, if such default is of a nature that it can be cured and if Landlord in good faith commences to cure such default within such ten (10) day cure period, but due to the nature of such default it could not be cured within such cure period after due diligence, no default by Landlord shall be deemed to have occurred at the end of the cure period if Landlord is then diligently pursuing such cure to completion, and completes such cure as promptly as reasonably possible under all the circumstances; or
- b. Filing by Landlord or a filing against Landlord with regard to a petition or case under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state and such petition or case is not discharged within sixty (60) days.

12.3 Remedies of Landlord. In the event of default by Tenant, Landlord shall have all remedies available at law or equity including the following remedies; provided, however, Landlord's option to terminate this SubLease can only arise after Tenant's failure to cure such default following thirty (30) days written notice from Landlord of such default:

- a. In the event of a default described in subsections (a), (b), and (c) of Article 12.1 above, Landlord, at its option, may terminate this SubLease and, upon such termination, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.
- b. Upon the termination of this SubLease by reason of default by Tenant by summary proceedings or under any provision of law now, or at any time hereafter, in force by reason of, or based upon, or arising out of a default under, or breach of, this SubLease by Tenant, or upon Landlord's recovering possession of the Premises in the manner or in any of the circumstances hereinbefore mentioned or in any other manner or circumstances whatsoever, whether with or without legal proceedings, by reason of default under, or breach of, this SubLease by Tenant, Landlord shall use reasonable diligence to relet the Premises or such part or parts thereof as may be practicable for the account of Tenant or otherwise, and receive and collect the rents. Landlord shall apply the rent first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorney's fees) and in putting the Premises into good order or condition or preparing or altering the same for re-rental; second, to all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in or about reletting the Premises; and third, to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the term of this SubLease as originally granted, or for a longer or shorter period.
- c. In any such case, and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord the Basic Rent and all other Additional Rent and other charges required to be paid by Tenant up to the time of such termination of this SubLease or of such recovery of possession of the Premises by Landlord, as the case may be. Thereafter, Tenant agrees to pay the equivalent of the amount of all the Basic Rent reserved herein and all Additional Rent and other charges required

to be paid by Tenant, less the net proceeds of reletting available for application to Tenant's obligations, if any, and the Basic and Additional Rent shall be due and payable by Tenant to Landlord on the several rent days specified above, e.g., upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing.

12.4 Remedies of Tenant. In the event Landlord fails to repair any damage or perform any other action or obligation for which Landlord is responsible under this SubLease and fails to cure such default after fifteen (15) days of receiving notice of such failure and Tenant's intention to perform the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith or deduct such reasonable costs from the amount of rent due. The rights described in this Article shall be deemed Tenant's "Self-Help Rights" and "Set-Off Rights". Notwithstanding any provision in this SubLease to the contrary, Tenant shall have all remedies available at law or equity in the event of default by Landlord of its obligations under this SubLease, provided, however, Tenant's option to terminate this SubLease can occur after Landlord fails to cure such default following thirty (30) days written notice from Tenant of such default.

12.5 All Defaults Deemed Material. All events of default contained herein, shall be deemed material in any type of termination proceeding in any Court of competent jurisdiction.

ARTICLE 13. NOTICES

13.1 Notices. All notices, requests, approvals, consents, demands, or other communications shall be effective upon the first to occur of the following: **(i)** upon receipt by the Party to whom such notice, request, approval, consent, demand, or other communication is given; or **(ii)** three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

If to Landlord: Celia Saxon Shopping Center
1917 Harden Street
Columbia, SC 29204
Attention: Accounting Department

If to Tenant: City of Columbia
P.O. Box 147
Columbia, SC 29217
Attention: City Manager

With a copy to: City of Columbia
P.O. Box 667
Columbia, SC 29202
Attention: City Attorney

The Parties hereto may change their respective addresses by notice in writing given to the other party to this SubLease.

ARTICLE 14. NON-DISTURBANCE, ATTORNMENT, AND QUIET ENJOYMENT

14.1 Non-Disturbance, Subordination, and Attornment. This SubLease and all rights of Tenant hereunder are and shall be subject in all respects to all mortgages of Landlord which may now or hereafter affect the Premises. Landlord under any such lease or the holder of any such mortgage shall, upon request, furnish to Tenant a Non-Disturbance Agreement in the form and substance reasonably satisfactory to Tenant.

14.2 Quiet Enjoyment. If and so long as Tenant shall pay the Basic Rent and Additional Rent provided for in this SubLease and shall perform and observe all the covenants and conditions contained herein on the part of Tenant to be performed and observed, Tenant shall quietly enjoy the Premises without any manner of hindrance, interruption, or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this SubLease and to the Permitted Encumbrances set forth in Section 1.2.

14.3 Estoppel Certificates. Tenant agrees that, at any time and from time to time upon not less than fifteen (15) days prior notice from Landlord, it shall execute, acknowledge, and deliver to Landlord a reasonable Estoppel Certificate certifying (i) that this SubLease is in full force and effect and unmodified, or if there have been modifications, stating such modifications; (ii) the dates to which Basic Rent has been paid and the then current amount of Basic Rent; (iii) that to the best knowledge of Tenant, Tenant is not then in default under this SubLease or stating such defaults as may then exist; and (iv) such other information as Landlord may reasonably request.

ARTICLE 15. CASUALTY AND CONDEMNATION

15.1 Damage or Destruction. If the Premises are damaged by storm, fire, lightening, earthquake, other element, or any other casualty not due to Tenant's gross negligence, Landlord shall use the insurance proceeds to repair the damage in a reasonable time (but not to exceed sixty (60) days of the casualty), but the rent shall not be abated unless the Premises are thereby rendered uninhabitable in whole or in part. If the Premises are thereby rendered uninhabitable only in part as determined by Tenant, the rent shall be abated in proportion to the part rendered uninhabitable. If the Premises are thereby rendered wholly uninhabitable as determined by Tenant, the rent shall be entirely abated during the period of repair. If the Premises cannot be restored to its prior condition within sixty (60) days of the casualty, Tenant may terminate this SubLease by giving notice to Landlord in writing; provided however, if the damage is due to the gross negligence of Tenant, Tenant may not terminate the SubLease. In the event of such termination, the rent shall be apportioned to the termination date and the Parties need not repair or restore the Premises.

15.2 Eminent Domain. In case the whole of the Premises shall at any time during the said term be taken by any public authority for any public use, the entire damages which may be awarded for such taking shall be apportioned between Landlord and Tenant. In case only a part of the Premises shall be so taken for public use, the rights, duties, and obligations of Landlord and Tenant shall be determined by taking into consideration the quantity and value of the land taken, the extent of the injury thereby caused to the building, the costs of restoring the building, the value of the building if restored, the period of the unexpired term of this SubLease, and all the other materials facts and circumstances. Other factors to consider include: that the whole or any part of the damages awarded by the public authorities for such taking shall be applied to the restoration of the building which may be upon the Premises at the time of such taking; that such damages shall be apportioned between Landlord and Tenant to be paid to either one of them; that the whole or any part of the rent shall be abated from the time of the taking or for any less time; that the SubLease shall be otherwise modified; or that the SubLease shall terminate. Tenant shall have the option to terminate this SubLease if a condemnation or threat thereof, as defined above, results in a taking of all or a portion of the Subleased Premises and such taking precludes Tenant from conducting its normal business operations for a period of at least thirty (30) days.

ARTICLE 16. MISCELLANEOUS

16.1 Severability. Any provision of this SubLease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any Articles of this SubLease so indicate, the obligations of Landlord and Tenant pursuant to such Articles shall survive the termination of this SubLease.

16.2 Governing Law. This SubLease shall be governed by and construed in accordance with the laws of the State of South Carolina.

16.3 Entire Agreement. This SubLease contains the entire understanding between the Parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the Parties. No changes, alterations, modifications, additions or qualifications to the terms of this SubLease shall be made or be binding unless made in writing in the form of an amendment to lease and signed by each of the Parties.

16.4 Benefit and Binding. This SubLease and the terms and conditions hereof shall inure to the benefit of, and be binding upon, the Parties, their successors, and permitted assigns.

16.5 Headings. The headings of Articles and Sections of this SubLease are not a part of this SubLease and are intended solely for ease of reference. Such headings shall have no effect upon the construction or interpretation of any part hereof.

16.6 No Waiver. No failure on the part of either Party to enforce any term, covenant, or condition contained herein, nor any waiver of any right hereunder by either Party, unless in writing, shall constitute a waiver of such right or affect the right of such Party to enforce the same in the event of any subsequent breach or default unless the waiver shall be in writing signed by the Party waiving its right(s).

16.7 Rights Cumulative. The rights given to the Parties herein are in addition to any rights which may be given to Landlord and/or Tenant by any statute or otherwise.

16.8 No Merger. There shall be no merger of this SubLease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this SubLease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate, unless the parties signify in a written instrument their intent that such estates shall be merged.

16.9 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or casualty, acts of God, riots, insurrection, war, or other reason of like nature, then performance of such acts shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equal to the period of delay.

16.10 Modification. None of the terms, covenants, or agreements of this SubLease shall in any manner be altered, waived, or changed except in a written instrument signed by both Parties, with a formality hereof.

16.11 Bankruptcy. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's or the Court's Trustee fails to perform or rejects any of the Landlord's obligations under this SubLease, Tenant shall have the option to terminate this SubLease.

16.12 Recording. The Parties agree that this SubLease shall not be recorded, but a Short Form SubLease or Memorandum of SubLease, complying in form with applicable state law, shall be executed setting forth the description of the Premises, the Term of this SubLease and other pertinent provisions.

16.13 Tenant's Right of First Refusal. Except with regard to a sale or transfer to an affiliate of Landlord, if Landlord receives a binding offer to purchase its interest in the Premises, Landlord shall notify Tenant in writing ("Landlord's Sale Notice") of the person/entity desiring to purchase Landlord's interest in the Premises and the purchase price for such sale. Such notice shall also include a copy of such offer. Tenant may, within thirty (30) days after receipt of the Landlord's Sale Notice, elect in writing to purchase Landlord's interest in the Premises at the price and on the terms stated in the Landlord's Sale Notice. If Tenant elects to purchase the Premises, Landlord and Tenant shall close the purchase of the Premises for cash or on the financing terms set forth in Landlord's Sale Notice within ninety (90) days after the date of Tenant's election. If within such 30-day period, Tenant does not elect in writing to so purchase the Premises, Landlord shall thereafter have the right to sell and convey its interest in the Premises to the person or entity at the price and on the terms stated in the Landlord's Sale Notice. If Landlord does not so sell and convey its interest in the Premises within six (6) months of Tenant's election not to purchase the Premises, any later proposed sale by the Landlord shall be deemed a new determination by Landlord to sell and convey its interest in the Premises and shall again be subject to the provisions of this Section. The rights of Tenant contained in this Section shall continue with respect to the Premises and shall be binding upon any new owner of the Premises after any sale of the Premises or any sale or transfer to an affiliate of Landlord.

16.14 Landlord Not A Partner. For avoidance of doubt, nothing herein contained shall be deemed or may be reasonably construed as creating the relationship of associate, principal and agent or of partnership or joint venture between the Parties hereto, and the Medical and Wellness Center is not and cannot be reasonably construed as an Instrumentality or *Alter-Ego* of the Landlord; it being understood and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than that of Landlord and Tenant.

16.15 Construing of SubLease. This SubLease and any documents or instruments delivered pursuant hereto, shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this SubLease and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable either to this SubLease or such other documents and instruments.

16.16 Replacement of Glass. At the commencement of the Lease Term all glass in the Leased Premises shall be in good condition and undamaged. Tenant shall thereafter, at its own expense, replace all broken or damaged glass in the Leased Premises.

16.17 Signs, Awnings and Canopies. Tenant may only install signage, awnings and canopies in strict compliance with applicable zoning Laws and regulations, and with advance written approval of the Landlord, which approval, shall not be unreasonably withheld, but which approval shall be in Landlord's sole discretion. Tenant will not place, nor suffer to be placed any signage or advertising, which is inconsistent with this provision.

IN WITNESS WHEREOF, the Parties hereto have duly executed this SubLease as of the day and year of the last signature here below.

THE REMAINDER PORTION OF THIS PAGE INTENTIONALLY LEFT BLANK

LANDLORD:

Witness #1

CELIA SAXTON SHOPPING CENTER LLC:

BY: _____
ITS: _____

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2020 by _____, _____ of Celia Saxon Shopping Center, LLC on behalf of the within-named Landlord.

Witness

Sworn to before me this ____ day of _____, 2020

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES AS TO TENANT:

TENANT:

Witness #1

CITY OF COLUMBIA:

BY:

Teresa B. Wilson

Witness #2

ITS: City Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2020 by Teresa B. Wilson, City Manager of the City of Columbia on behalf of the within-named Tenant.

Witness

Sworn to before me this day of , 2020

Notary Public for South Carolina
My Commission Expires:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/25/20



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve a request to add three (3) additional street lights on White Street.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- Lighting Request - 09-23-20 (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

21-001

Status:

Pending

Requested By White St.
Date Requested 9/15/2020
Neighborhood White St.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 9/15/2020

Insufficient Number of Lights	☒	
Tree Canopy Issues	☒	Date Canopy Addressed
Bulbs Burned Out	☐	Date Bulbs Addressed

Existing Number of Lights **150 HPS** 4 **400 HPS** 0

Current Yearly Lease Cost \$475.68

Proposed Standard Lighting

	150 HPS	400 HPS
Additional Lights Requested	3	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase		\$356.76
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

3

PROJECT REQUEST TOTAL

\$356.76

YTD Additions to Budget \$356.76

YTD Lights Added 3

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

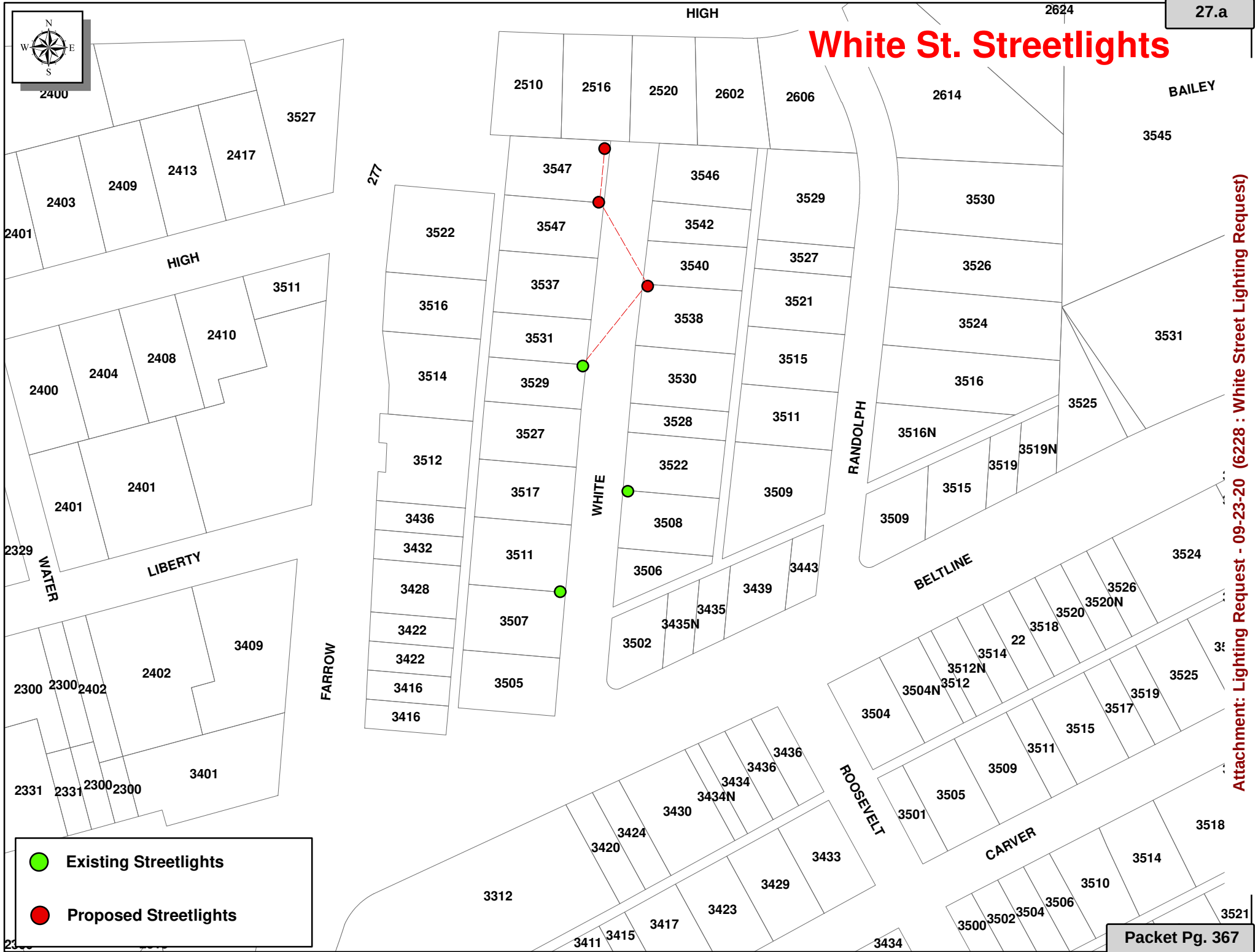
Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed



White St. Streetlights





We Are Columbia

MEETING DATE: **October 6, 2020**

DEPARTMENT: **City Management Office**

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

SUBJECT: **Affordable Housing Task Force**

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: **October 6, 2020**

DEPARTMENT: **City Management Office**

FROM: *Teresa Wilson, City Manager*

SUBJECT: **Midlands Housing Alliance**

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: **October 6, 2020**

DEPARTMENT: **City Management Office**

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

SUBJECT: **Planning Commission**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

COVID-19
Business Licenses



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Bull Street Garages
Landmark
2221 Devine Street
Farrow Road Property
Public Art



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Adeline Drive



We Are Columbia

MEETING DATE: October 6, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Tax Incentives for Affordable Housing Projects