COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 21, 2017

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, November 21, 2017 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

ADOPTION OF THE AGENDA

FINANCIAL REPORT

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

CITY COUNCIL DISCUSSION

2. CleanWater 2020 Program Update and Information - Mr. Joey Jaco, Director of Utility Operations and Mr. Bryan Cully, CleanWater 2020 Program Manager / CDM Smith

3. Finlay Park Fountain Repairs - Mr. Randy Davis, Director of Parks and Recreation

EXECUTIVE SESSION

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

Gills Creek Maintenance and Security Agreement
Lower Richland Sewer Agreement
Fire Services Agreement
Bike Share
Columbia Canal

Security Cameras
City/County Contract

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

Utility Relocations for Penny Projects
Proposed Alvin S. Glenn Detention Center Drop-off Resolution
Columbia-Richland 911 Communications Center
R-2017-118 adopt Motor Vehicle Pursuit Policy
R-2017-119 adopt Use of Force Policy
Columbia Canal
Stormwater Fees
Ordinance 2017-109 add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions

6. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2

Office of Business Opportunities
Municipal Court
City Council

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

Boy Scouts of America Troop 10

INVOCATION

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the September 5, 2017 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 42

8. Council is asked to approve a Fiscal Year 2017/2018 Contract Renewal for Professional Services related to the retention of Military Personnel, Services and Operations located at Fort Jackson during the upcoming rounds of Base Realignment and Closure (BRAC) and

Sequestration, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of $53,500.00. This firm is located in Columbia, SC.

Funding Source: ED Special Projects 5518419-638500 - The original budgeted amount is $53,500.00.

9. Council is asked to approve a Fiscal Year 2017/18 Contract Renewal for Professional Services for Assistance with Cluster Development, Project Management, Promotions, Marketing and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of $65,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is $65,000.00.

10. Council is asked to approve a Fiscal Year 2017/2018 Contract Renewal for Professional Services for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of $72,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is $72,000.00.

11. Council is asked to approve the Purchase of Motorola Radios, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of $147,602.52. This vendor is located in Sumter, SC.

Funding source: Capital Replacement - Computer Equipment/Hardware: 6308972-627500. The original budgeted amount is $147,602.52.

12. Council is asked to approve the Purchase of Light Equipment and Installation for Twenty-Six (26) Ford Explorers for the Police Department, as requested by the Fleet Services Division. Award to West Chatham Warning Devices in an amount not to exceed $142,448.80. This vendor is located in Savannah, GA.

Funding Source:Technology Replacement; CapitalReplacement - Computer Equipment / Hardware: 630972-627500.The original budgeted amount is $190,944.00.

13. Council is asked to approve the Purchase of a Transport Van for the Police Department, as requested by the Fleet Services Division. Award to Sirchie Acquisition Company, Inc., using the GSA Contract in the amount of $54,594.91. This vendor is located in Medford, NJ.

Funding Source: Capital Replacement-Auto/Trucks/Heavy Equipment Capital. 6308972-658500. The original budgeted amount is $54,594.91.

14. Council is asked approve the Purchase of Edge in Car Camera Systems for the Police Department, as requested by the Fleet Services Division. Award to COBAN Technologies, using the SC State Contract in the amount of $155,934.70. This vendor is located in Houston, TX.

Funding Source: Capital Replacement-Computer Equipment/Hardware: 6308972-627500. The original budgeted amount is$155,934.70.

15. Council is asked to approve a Contract Renewal for citywide Security Cameras, as requested by the Police Department. Award to the Statewide Security Systems in an amount not to exceed $223,400.00. This firm is located in Columbia, SC.

Funding Source: Police Administrative Services- Professional Services: 1012402-636600. The original budgeted amount is $223,400.00

16. Council is asked to approve Heating, Ventilation and Air Conditioning Services at 1800 Main Street, as requested by the Support Services Division. Award to Trane U.S. Inc., using the US Communities Contract in the amount of $53,924.00. This firm is located in West Columbia, SC.

Funding Source: General Capital Projects-Capital Project Costs:4039999-658650. The original budgeted amount is $53,924.00.

17. Council is asked to approve the Purchase of 1,500 green, ninety-six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip, using the National Joint Powers Alliance Cooperative Contract in an amount not to exceed $84,186.86. This vendor is located in Charlotte, NC.

Funding Source: Solid Waste Roll Carts-Roll Carts and Recycle Bins 1014401-627600. The original budgeted amount is $84,186.86.

18. Council is asked to approve an Engineering Services Agreement for Projects WM4231, WM3774, and WM3752; Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 and 3, as requested by Columbia Water. Award to URS Corporation in an amount not to exceed $62,726.00. This firm is located in Columbia, SC.

Funding Source: 5529999 - WM423101-658650. The original budgeted amount is $62,800.00.

19. Council is asked to approve the Purchase of Trend Micro Deep Discovery Inspector Software, as requested by the Information Technology Services Department. Award to Dell, Inc., using the National Cooperative Purchasing Alliance Contract in the amount of $53,560.50. This firm is located in Round Rock, TX.

    Funding source:Technology Replacement; Computer/Electrical Equipment-Capital 6218954-658600. The original budgeted amount is $53,560.50.

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

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

21. Council is asked to approve Project WM4410; Water Main Relocation along Dutch Fork Road, as requested by Columbia Water. Award to the South Carolina Department of Transportation (SCDOT) in the amount of $52,835.35.

    Funding Source: FY 16/17 CIP WM335517-Utility Conflicts Annual. The original budgeted amount for this project is $200,919.00. The City's cost share is $52,835.35, (19%) and SCDOT cost share is $225,245.44, (81%).

22. Council is asked to ratify an Emergency Procurement for Project WM4433 to repair an asbestos cement pipe waterline at the intersection of Hardscrabble Road and Clemson Road, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in the amount of $388,020.00. This firm is located in West Columbia, SC.

    Funding source will be provided from: Water & Sewer Capital Projects: Capital Project Costs: 5529999-658650 WM4433 for $388,020.00.

23. Council is asked to approve Change Order #7 for Project WM4000; Lake Katharine Water Main Construction, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of $127,498.50. This firm is located in West Columbia, SC.

    Funding Source: 5529999-WM400001-658650 Lake Katharine Water Main Construction - Capital Project Costs. The original budgeted amount for this change order is $127,498.50.

    This a Mentor Protégé Program Project. Northeast Backflow of Lugoff, SC is the Protégé and will receive 30% of the value of this change order.

24. Council is asked to approve the Purchase of Chemicals for the Columbia Metro Wastewater Treatment Plant, Columbia Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water. Award to JCI Jones Chemicals of Sarasota, FL, Univar USA, Inc. of Downers Grove, IL, Tanner Industries, Inc. of Southampton, PA, Chemtrade Chemicals US, LLC of Parsippany, NJ, PVS Chemical Solutions of Detroit, MI and Polytec, Inc. of Mooresville, NC in an amount not to exceed $2,524,382.

Funding Source: 5516207-624800; Utilities Lake Murray WTP-Chemicals, 5516206-624800; Utilities Columbia Canal WTP-Chemicals, & 5516208-624800 Metro Wastewater Treatment Plant Chemicals. The original budgeted amount is $2,628,074.00.

This contract will terminate on June 30, 2018. There is an additional one (1) year renewal option beginning July 1, 2018 thru June 30, 2019.

25. Council is asked to approve Asphalt Replacement Services for Willow Creek Drive, as requested by Columbia Water. Award to Armstrong Contractors, a certified Local Business Enterprise, in an amount not to exceed $102,575.00. This firm is located in Columbia, SC.

Funding Source:5511706-WM4431-623500 Willow Creek Drive Asphalt Replacement.The original budget amount is $102,575.00.

Sub-consultant Earthcare Services, a Minority Business Enterprise of Lexington, SC will provide erosion control services at 2.68% ($2,500.00) of the contract value.

26. Council is asked to approve Change Order #2 for Project WM4164; Miscellaneous Remote Site Improvements to the Supervisory Control and Data Acquisition (SCADA) System, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc. in the amount of $232,616.00. This firm is located in Columbia, SC.

Funding Source: 5529999-WM416402-658650 Water Distribution System Capital Projects-Misc Remote Site Improvements by Upgrading SCADA - Capital Project Costs. The original budgeted amount for this change order is $232,616.00.

27. Council is asked to approve Wallace Street Storm Drainage Rehabilitation Services, as requested by Columbia Water. Award to LAD Corporation of West Columbia, a certified Local Business Enterprise in an amount not to exceed $6,659,599.28. This firm is located in Swansea, SC.

Funding Source: 554999-SD840701-658650 Wallace Street Improvements and 5529999-WM441101-658650 Wallace/Elmwood WM Replacement. The original budgeted amount is $6,229,219.00.

This is a Mentor Protégé Program Project. Lexington Earthworks is the Protégé and will receive 20% of the contract value.

The following sub-consultants will provide additional services:

Ferguson Waterworks, a Local Business Enterprise of Elgin, SC will provide waterline material services at 1.75% ($111,000.00) of the contract value.

Gossett Concrete Pipe of Greenville, SC will provide concrete storm pipe services at 5.04% ($320,000.00) of the contract value.

28. Council is asked to approve Operator Training, SOP Preparation, and Operation Manual Services, as requested by Columbia Water. Award to Brown and Caldwell as a Sole Source in an amount not to exceed $119,952.00. This firm is located in Columbia, SC.

Funding Source will be provided from: Utilities Metro Wastewater Plant: Professional Services; 5516208-636600. The original budgeted amount is $119,952.00.

This is a Clean Water 2020 Program Project.

29. Council is asked to ratify an Emergency Procurement of Access Control and Video Surveillance Systems for Municipal Court, as requested by the Support Services Division. Award to Schneider Electric Buildings Americas, Inc., using the National Intergovernmental Purchasing Alliance Contract in the amount of $107,541.00. This firm is located in Carrollton, TX.

Funding source: General Capital Projects: Capital Project Costs: 4039999-658650.

30. Council is asked to approve an Agreement for Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.

Funding Source: Columbia Canal Water Treatment Plant; 5516205-636700 ($25,000.00) and the Lake Murray Water Treatment Plant; 5516207-636700 ($25,000.00).

Sub-consultant Aquarius Engineering, L.L.C., a Woman Owned Business Enterprise of Pownal, ME will provide water treatment staff training at $5,000.00 (10%) of the total contract value.

31. Council is asked to approve the Purchase of Disaster Recovery Plan, as requested by the Information Technology Services Department. Award to Planet Technologies Inc., using the GSA Contract in the amount of $176,460.00. This firm is located in Germantown, MD.

    Funding source: Technology ReplacementProfessional Services; 6218954-636600. The original budgeted amount is $176,460.00.

32. Ordinance No.: 2017-069 - Authorizing the City Manager to execute an Amendment to the Air Rights Development Contract between the City of Columbia and Hallmark Homes International, Inc.

    First reading approval was given on October 17, 2017.

33. Ordinance No.: 2017-087 - Authorizing consumption of beer and wine beverages only at the 2018 Famously Hot New Year Event

    First reading approval was given on October 17, 2017.

34. Ordinance No.: 2017-088 - Granting a Franchise to Keyser Concessions, LLC for operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street

    First reading approval was given on October 17, 2017.

35. Ordinance No.: 2017-089 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

    First reading approval was given on October 17, 2017.

36. Ordinance No.: 2017-091 - Granting an encroachment to First Presbyterian Church of Columbia for installation and maintenance of concrete sidewalks, landscaping and an irrigation system within the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12

    First reading approval was given on October 17, 2017.

37. Ordinance No.: 2017-092 - Granting an encroachment to the OBS, LLC for installation and maintenance of a concrete and brick paver walkway within the right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17

    First reading approval was given on October 17, 2017.

38. Ordinance No.: 2017-093 - Authorizing the City Manager to execute a Tenth 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 October 17, 2017.

39. Resolution No.: R-2017-093 - Authorizing consumption of beer and wine beverages only at the LoCo Jam on Saturday, March 10, 2018 with a rain contingency date of Sunday, March 11, 2018

40. Resolution No.: R-2017-094 - Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival on Saturday, May 5, 2018

41. Resolution No.: R-2017-115 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 25, 2018 with a rain date contingency of September 1, 2018

42. Resolution No.: R-2017-117 - Authorizing consumption of beer and wine beverages only at the North Columbia PopUp Art Show and Sale on Saturday, December 2, 2017

PRESENTATIONS

43. Hometown Hero Recognition - Ms. Teresa Wilson, City Manager

    Vincent Gallman, Lead Equipment Operator for the Solid Waste Division / Public Works Department

44. City's LIGHT Employee Recognition - Ms. Teresa Wilson, City Manager

    Dennis Flory, Animal Control Officer

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

46. World Pancreatic Cancer Day Proclamation - The Honorable Mayor Stephen K. Benjamin

47. South Carolina Native American Heritage Month Proclamation - The Honorable Mayor Stephen K. Benjamin

48. Midlands Regional Competitiveness Report - Ms. Meghan Hickman, Executive Director of EngenuitySC

49. Farewell Address - Ms. April Lewis, Team Healthy Living, LLC

ZONING PUBLIC HEARING FIRST READING - 7:00 P.M.

50. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1051 Market Street and 1055 Market Street, TMS# 11206-04-05

Ordinance No.: 2017-095 - Annexing and Incorporating 1051 Market Street and 1055 Market Street, Richland County TMS# 11206-04-05 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation: 10/02/2017; Approval (7-0)

51. ZONING MAP AMENDMENT - 1014 Adeline Drive, TMS# 11215-06-26 and 11215-06-42

Council District: 3

Proposal: Request to rezone the parcel from PUD-R and M-1 to M-1

Applicant: Joab Dick

Staff Recommendation: Approval

PC Recommendation: 09/11/2017; Cancelled; 10/02/2017: Approval (7-0)

52. ZONING MAP AMENDMENT - 1037 Market Street, TMS# 11206-04-04

Council District: 3

Proposal: Request to rezone the parcel from M-2 to C-3

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval (8-0)

53. ZONING MAP AMENDMENT - 2701 Atlas Road and N/S Bluff Road(p), TMS# 13510-01-03 and 13500-02-04(p)

Council District:3

Proposal: Request to rezone the parcel from PUD-R to PUD-R and RG-2

Applicant: John Gantt

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval (8-0)

54. COMPREHENSIVE PLAN AMENDMENT - Capital City Mill District Area & Corridor Plan - Irene Dumas-Tyson, The Boudreaux Group

Ordinance No.: 2017-094 - Adopting the Capital City Mill District Area and Corridor Plan as an addendum to The Columbia Plan 2018

City Council Districts: 2 & 3

Proposal: Request the adoption of the Capital City Mill District Area & Corridor Plan as an addendum to the City of Columbia's Comprehensive Plan

Applicant: City of Columbia

Staff Recommendation: Approval

Joint PC Work Session: 09/21/2017

PC Recommendation: 10/02/2017; Approval (9-0)

55. AMENDMENT TO PLAN COLUMBIA LAND USE PLAN

Ordinance No.: 2017-097 - Amending the text of Plan Columbia: Land Use Plan specific to the addition of an Urban Core Mixed Residential- Type 3 Future Land Use Classification

City Council Districts: 1, 2, 3, 4

Proposal: Request the adoption of an amendment to Plan Columbia: Land Use Plan text to add a future land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval, (9-0)

56. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - Capital City Mill District

Ordinance No.: 2017-096 -Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for the properties located within the Capital City Mill District Planning Area within the City of Columbia

City Council Districts: 2 & 3

Proposal: Request amendment of Chapter 8.3 of the Columbia Plan 2018 - Future Land Use Map (subsequently replaced by Plan Columbia: Land Use Plan) to modify the future land use classification of the properties within the Capital City Mill District planning area to Urban Core Mixed Residential (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2), and Employment Campus (EC) as recommended by the Capital City Mill District Area and Corridor Plan (August 30, 2017 draft), Page 31, Figure 22.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval, (9-0)

57. COMPREHENSIVE PLAN MAP AMENDMENT CONFIRMATION - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

Council District: 4

Proposal: Request to assign land use classification of Urban Edge Residential-Large Lot (UER-2). The property currently has interim land use of Urban Edge Residential-Large Lot (UER-2)

Applicant: Woodcreek Development, LLC

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

PC Recommendation: 07/10/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (9-0)

58. ZONING MAP AMENDMENT CONFIRMATION - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

Ordinance No.: 2017-098 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; Richland County TMS# 28900-01-11 (p), 28900-01-10(p), and 28900-01-09(p); annexed by Ordinance No.: 2017-068 enacted September 5, 2017

Council District: 4

Proposal: Request to assign zoning of Planned Unit Development-Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development-Residential District (PUD-R).

Applicant: Woodcreek Development, LLC

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

PC Recommendation: 07/10/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (9-0)

ORDINANCES - FIRST READING

59. Ordinance No.: 2017-041 - Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15

60. Ordinance No.: 2017-084 - Authorizing transfer of an unopened portion of Marion Street between Whaley Street and Catawba Street adjacent to Richland County TMS #11306-13-01, and transfer of an unopened portion of Catawba Street between Marion Street and Bull Street adjacent to Richland County TMS # 11306-09-02, 11306-12-01 and 11306-12-02 to the University of South Carolina

61. Ordinance No.: 2017-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-125 Definitions and Sec. 21-127 Basis for establishing areas of special flood hazard; Division 2, Administration, Sec. 21-151 Responsibility for administration, add Sec. 21-152 Definitions, renumber and amend remaining sections as Sec. 21-153 Application for development permit; Sec. 21-154 Duties of city engineer; Sec. 21-155 Appeals and variances; Division 3, Flood Hazard Reduction, Sec. 21-171 General standards; Sec. 21-1782 Specific standards and Sec. 21-173 Standards for streams without established base flood elevations and floodways

The City of Columbia has received updated Flood Insurance Rate Maps (FIRMs) from FEMA When the FIRM Panels are released, the entire floodplain ordinance is reviewed to ensure compliance with the National Flood Insurance Program (NFIP). The proposed ordinance changes include updating the map panel numbers and effective date to reflect the newly released maps as well as minor corrections to definitions and clarification of other sections as outlined.

62. Ordinance No.: 2017-099 - Granting a Right of Way Easement to Richland County for the Atlas Road Widening Project along a portion of City-owned property identified as Richland County TMS#16312-01-02 (Atlas Road Fire Station); CF#250-423

63. Ordinance No.: 2017-070 - Authorizing the City Manager to execute an Amendment to the License Agreement between the City of Columbia and Hallmark Homes International, Inc.

64. Ordinance No.: 2017-101 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding $4,000,000 between the City and Lessor Thereof to Defray the Cost of Acquiring Certain Equipment, and other matters related thereto

65. Ordinance No.: 2017-102 - Authorizing the City Manager to execute a Contract of Sale and Parking Agreement and Easement between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03

66. Ordinance No.: 2017-104 - Authorizing the Conveyance of the Unimproved Section of Deer Crossing Road to the Adjacent Property Owners (John R. Kubin Trust & Betty Jo Kubin Trust, 310 Deer Crossing Road and Keystone Res, LLC, 308 Deer Crossing Road); Richland County TMS#28903-03 Adjacent to TMS#28903-03-33 (Lot 32, Woodcreek Farms, Phase A9-1) and Richland County TMS#28903-03-32 (Lot 31, Woodcreek Farms, Phase A9-1); CF#251-102 and CF#222-22C

67. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT AND INTERIM ZONING MAP AMENDMENT - 1627 Auburn Street, TMS# 11613-12-33

Ordinance No.: 2017-103 - Annexing 1627 Auburn Street, Richland County TMS# 11613-12-33

Council District: 2

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

Applicant: Life Made Whole International Ministries

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

PC Recommendation:11/06/17: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

68. Ordinance No.: 2017-108 - Authorizing the City Manager to execute a Corrective Quit Claim Deed from the City of Columbia to Bull Street Development, LLC for Phase 1 Infrastructure Parcel, Richland County TMS #11501-01-13 (portion)

RESOLUTIONS

69. Resolution No.: R-2017-110 - A Resolution Relating to the Declaration of Intent by the City of Columbia, South Carolina to Use Proceeds of Tax-Exempt Bonds or Other Obligations (Including a Lease Agreement to be Entered into by the City) to Reimburse Certain Expenditures Prior to the Issuance or Execution Thereof (Bull Street)

70. Resolution No.: R-2017-112 - Certifying the McCants School as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at Edgefield Street and Lyles Street, City of Columbia, TMS #09107-16-34, 09107-16-35, 09107-16-36, 09107-16-37, 09107-16-38,

09107-16-39, 09107-16-40, 09107-16-41, 09107-16-42, 09107-16-43, 09107-16-44, 09107-16-45, 09107-16-47, 09107-16-48, 09107-16-49, 09107-16-50, and 09107-16-52

71. Resolution No.: R-2017-113 - Certifying 1519 Sumter Street and 1220-1224 Taylor Street as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1519 Sumter Street and 1220-1224 Taylor Street, City of Columbia, TMS# 09014-09-05 and 09014-09-07

72. Resolution No.: R-2017-118 - Adopting City of Columbia Motor Vehicle Pursuit Policy

73. Resolution No.: R-2017-119 - Adopting City of Columbia Use of Force Policy

74. Resolution No.: R-2017-100 - Authorizing a Public Hearing for the Improvement Plan for the Vista Improvement District

OTHER MATTERS

75. Council is asked to approve the 2018 City Council Meeting Schedule.

76. Council is asked to approve Contract Amendment #1 for the Finlay Park Fountain Restoration Project, as requested by the Parks & Recreation Department. Award to W. P. Law, Inc., in an amount not to exceed $296,255.00. This firm is located in Lexington, SC.

Funding Source: 4039999-PK005606-658650. The original budgeted amount is $310,650.00.

The following sub-consultants will provide additional services:

White Crane Company, Inc., of West Columbia, SC will provide crane operating services at 1.0%($2,885.00) of the total contract value.

Clearwater Company of Columbia, SC will provide rebar and gunite material services at 54.0%($161,287.00) of the total contract value.

77. Council is asked to approve the Richland County/City of Columbia Intergovernmental Fire Services Agreement.

APPOINTMENTS

78. Council is asked to approve the appointment of two (2) individuals to the Bicycle Pedestrian Advisory Committee.

79. Council is asked to approve the appointment of one (1) individual to the Citizens Advisory Committee for Community Development.

80. Clean Energy Subcommittee - The Honorable Daniel J. Rickenmann

81. Council is asked to approve the appointment of five (5) individuals to the Parks and Recreation Foundation Board.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Finance**

FROM: ***Jan Alonso, Finance Director***

SUBJECT: **Ms. Jan Alonso, Finance Director will be present to answer questions regarding the September 2017 Financial Report.**

REQUISITION NO.: **Ms. Jan Alonso, Finance Director**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** september financial report (PDF)

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
September 30, 2017

		BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU SEP 2016	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	REVENUE					
1	GENERAL PROPERTY TAX	55,702,136	522,807	2,131,491	1,608,684	3.8%
2	LICENSES AND PERMITS	40,749,189	1,376,422	1,292,625	(83,797)	3.2%
3	FROM OTHER AGENCIES	15,953,090	166,806	275,266	108,460	1.7%
4	CURRENT SERVICE CHARGES	13,196,006	3,279,064	3,231,448	(47,616)	24.5%
5	FINES & FORFEITURES	918,000	304,076	235,315	(68,761)	25.6%
6	SPECIAL EVENTS	80,300	1,255	1,160	(95)	1.4%
7	MISCELLANEOUS REVENUE	120,000	12,324	52,544	40,220	43.8%
8	INTEREST ON INVESTMENT	150,000	36,857	387	(36,470)	0.3%
9	RENTS & SALE OF PROPERTY	397,000	55,935	69,251	13,316	17.4%
10	**TOTAL REVENUE**	**127,265,721**	**5,755,546**	**7,289,487**	**1,533,941**	5.7%
11	**TRANSFERS IN**					
12	FROM CAPITAL LEASE PROCEEDS	0	0	1,921,009		
13	FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	0	100.0%
14	FROM HOSPITALITY TAX	3,700,000	750,000	925,000	175,000	25.0%
15	FROM GO BOND PROCEEDS	4,000,000	207,507	0	(207,507)	0.0%
16	FROM WATER & SEWER OPERATING	4,189,680	567,500	1,047,420	479,920	25.0%
17	FROM PARKING FUND	500,000	125,000	125,000	0	25.0%
18	FROM OTHER FUNDS	254,049	0	140,000	140,000	0.0%
19	UN-APPROPRIATED SURPLUS	3,504,026	0	0		0.0%
20	**TOTAL TRANSFERS IN**	**16,172,755**	**1,675,007**	**4,183,429**	**2,508,422**	25.9%
21						
22	**TOTAL GEN FUND REV & TRF**	**143,438,476**	**7,430,553**	**11,472,916**	**4,042,363**	8.0%
23						
24	**EXPENDITURES - DEPARTMENTS**					
25	LEGISLATIVE - MAYOR & CITY COUNCIL	808,979	165,522	175,773	10,251	21.7%
26	ADMINISTRATION - CITY MANAGER	644,234	91,035	114,662	23,627	17.8%
27	ADMINISTRATION - GOV'T AFFAIRS	496,962	82,190	102,392	20,202	20.6%
28	ADMINISTRATION - ACM OPERATIONS	357,693	59,350	67,552	8,202	18.9%
29	ADMINISTRATION - ACM-CFO	206,845	35,121	44,202	9,081	21.4%
30	ADMINISTRATION - SR. ASSISTANT CM	354,393	61,535	92,629	31,094	26.1%
31	HUMAN RESOURCES	1,113,100	183,868	222,613	38,745	20.0%
32	BUDGET & PROG MGMT OFFICE	392,228	67,029	71,589	4,560	18.3%
33	PUBLIC RELATIONS	724,085	121,461	145,321	23,860	20.1%
34	COUNCIL SUPPORT SERVICES	558,565	90,276	86,635	(3,641)	15.5%
35	LEGAL	2,147,350	325,656	357,833	32,177	16.7%
36	MUNICIPAL COURT	2,925,712	545,036	574,666	29,630	19.6%
37	FINANCE	2,200,819	376,583	416,849	40,266	18.9%
38	OFFICE OF BUSINESS OPPORTUNITIES	991,632	166,239	131,079	(35,160)	13.2%
39	COMMUNITY DEVELOPMENT	371,607	38,583	84,372	45,789	22.7%
40	DEVELOPMENT SERVICES	3,938,906	585,360	708,074	122,714	18.0%
41	POLICE	40,383,871	8,814,056	9,200,610	386,554	22.8%
42	EMERGENCY OPERTAIONS	543,876	0	14,422	14,422	2.7%
43	911 EMERGENCY COMMUNICATIONS	3,188,965	645,144	756,061	110,917	23.7%
44	FIRE	22,934,716	4,562,542	4,923,076	360,534	21.5%
45	PARKS & RECREATION	12,858,985	2,474,521	2,845,510	370,989	22.1%
46	PUBLIC WORKS	19,429,746	3,420,271	3,723,770	303,499	19.2%
47	GENERAL SRVCS/SUPPORT SERVICES	2,278,422	220,126	280,723	60,597	12.3%
48	INFORMATION TECHNOLOGY	4,098,644	1,358,017	1,450,681	92,664	35.4%
49	**TOTAL DEPARTMENT**	**123,950,335**	**24,489,521**	**26,591,094**	**2,101,573**	21.5%
50	**EXPEND. - NON-DEPT. & MISC.**					
51	COMMUNITY PROMOTION - AGENCIES	60,000	46,915	68,108	21,193	113.5%
52	SOLICITOR & DETENTION	915,817	25,000	119,365	94,365	13.0%
53	HOMELESS SERVICES	1,058,199	36,144	0	(36,144)	0.0%
54	ECONOMIC DEVELOPMENT - RESERVE	0	47,100	0	(47,100)	0.0%
55	NON-DEPARTMENTAL & MISC.	40,000	5,221	4,940	(281)	12.4%
56	OFFICE SPACE LEASE	542,000	104,155	130,679	26,524	24.1%
57	2017 HOSP BOND	0	0	0	0	0.0%
58	CAPITAL LEASE PAYMENT	2,687,635	356,420	571,909	215,489	21.3%
59	OTHER SERVICES AND CHARGES	0	5,276	42	(5,234)	0.0%
60	**TOTAL NON-DEPARTMENTAL**	**5,303,651**	**626,231**	**895,043**	**268,812**	16.9%
61	**TOTAL EXPENDITURES**	**129,253,986**	**25,115,752**	**27,486,137**	**2,370,385**	21.3%
62	**TRANSFERS OUT**					
63	TO OTHER FUNDS				0	
64	DEVELOPMENT CORPORATIONS	1,571,679	369,388	398,545	29,157	25.4%
65	TO INTERNAL SERVICE FUNDS	6,798,660	579,288	805,184	225,896	11.8%
66	TO SPECIAL REVENUES	0	0	0	0	0.0%
67	TO DEBT SERVICE	5,814,150	1,377,179	1,453,538	76,359	25.0%
68	TO GRANTS	0	8,403	0	(8,403)	0.0%
69	TO CAPITAL IMPROVEMENTS	0	0	85,733	85,733	0.0%
70	TO STORM WATER	0	0	0	0	0.0%
71	TO CAPITAL REPLACEMENTS	0	0	0	0	
72	**TOTAL TRANSFERS OUT**	**14,184,489**	**2,334,258**	**2,743,000**	**408,743**	19.3%
73						
74	**TOTAL GEN FUND EXPEND & TRF**	**143,438,475**	**27,450,010**	**30,229,137**	**2,779,128**	21.1%
75						
76	**TOTAL SURPLUS (DEFICIT)**	**1**	**(20,019,457)**	**(18,756,221)**		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
September 30, 2017

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL TO BUDGET VARIANCE THRU SEP 2017	% ANNUAL BUDGET
REVENUE						
GENERAL PROPERTY TAX	53,241,097	55,702,136	13,925,534	2,131,491	(11,794,043)	3.8%
LICENSES AND PERMITS	39,654,866	40,749,189	10,187,298	1,292,625	(8,894,673)	3.2%
FROM OTHER AGENCIES	15,037,877	15,953,090	3,988,273	275,266	(3,713,007)	1.7%
CURRENT SERVICE CHARGES	12,359,628	13,196,006	3,299,002	3,231,448	(67,554)	24.5%
FINES & FORFEITURES	1,102,000	918,000	229,500	235,315	5,815	25.6%
SPECIAL EVENTS	83,900	80,300	20,075	1,160	(18,915)	1.4%
MISCELLANEOUS REVENUE	36,000	120,000	30,000	52,544	22,544	43.8%
INTEREST ON INVESTMENT	100,000	150,000	37,500	387	(37,113)	0.3%
RENTS & SALE OF PROPERTY	390,000	397,000	99,250	69,251	(29,999)	17.4%
TOTAL REVENUE	**122,005,368**	**127,265,721**	**31,816,432**	**7,289,487**	**(24,526,945)**	5.7%
TRANSFERS IN						
FROM CAPITAL LEASE PROCEEDS	0	0	0	1,921,009	1,921,009	
FROM ACCOMMODATIONS TAX	25,000	25,000	6,250	25,000	18,750	100.0%
FROM HOSPITALITY TAX	3,000,000	3,700,000	925,000	925,000	0	25.0%
FROM GO BOND PROCEEDS	8,000,000	4,000,000	1,000,000	0	(1,000,000)	0.0%
FROM WATER & SEWER OPERATING	2,270,000	4,189,680	1,047,420	1,047,420	0	25.0%
FROM PARKING FUND	500,000	500,000	125,000	125,000	(0)	25.0%
FROM OTHER FUNDS	0	254,049	63,512	140,000	76,488	0.0%
UN-APPROPRIATED SURPLUS	4,059,251	3,504,026	876,008	0	(876,008)	0.0%
TOTAL TRANSFERS IN	**17,854,251**	**16,172,755**	**4,043,190**	**4,183,429**	**140,239**	**25.9%**
TOTAL GEN FUND REV & TRF	**139,859,619**	**143,438,476**	**35,859,621**	**11,472,916**	**(24,386,705)**	**8.0%**
EXPENDITURES - DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNC	773,217	808,979	202,246	175,773	(26,473)	21.7%
ADMINISTRATION - CITY MANAGER	523,013	644,234	161,061	114,662	(46,399)	17.8%
ADMINISTRATION - GOV'T AFFAIRS	459,026	496,962	124,244	102,392	(21,852)	20.6%
ADMINISTRATION - ACM OPERATION	434,318	357,693	89,425	67,552	(21,873)	18.9%
ADMINISTRATION - ACM-CFO	222,065	206,845	51,713	44,202	(7,511)	21.4%
ADMINISTRATION - SR. ASSISTANT CM	487,245	354,393	88,599	92,629	4,030	26.1%
HUMAN RESOURCES	1,067,334	1,113,100	278,278	222,613	(55,665)	20.0%
BUDGET & PROG MGMT OFFICE	381,081	392,228	98,060	71,589	(26,471)	18.3%
PUBLIC RELATIONS	598,259	724,085	181,022	145,321	(35,701)	20.1%
COUNCIL SUPPORT SERVICES	448,544	558,565	139,643	86,635	(53,008)	15.5%
LEGAL	1,975,142	2,147,350	536,840	357,833	(179,007)	16.7%
MUNICIPAL COURT	2,809,503	2,925,712	731,433	574,666	(156,767)	19.6%
FINANCE	2,025,261	2,200,819	550,213	416,849	(133,364)	18.9%
OFFICE OF BUSINESS OPPORTUNITIES	919,591	991,632	247,910	131,079	(116,831)	13.2%
COMMUNITY DEVELOPMENT	307,728	371,607	92,903	84,372	(8,531)	22.7%
DEVELOPMENT SERVICES	3,643,023	3,938,906	984,728	708,074	(276,654)	18.0%
POLICE	41,249,665	40,383,871	10,095,980	9,200,610	(895,370)	22.8%
EMERGENCY OPERTAIONS	0	543,876	135,970	14,422	(121,548)	2.7%
911 EMERGENCY COMMUNICATIONS	3,062,828	3,188,965	797,242	756,061	(41,181)	23.7%
FIRE	23,282,193	22,934,716	5,733,686	4,923,076	(810,610)	21.5%
PARKS & RECREATION	12,407,082	12,858,985	3,214,757	2,845,510	(369,247)	22.1%
PUBLIC WORKS	20,684,975	19,429,746	4,857,484	3,723,770	(1,133,714)	19.2%
GENERAL SRVCS/SUPPORT SERVICES	1,916,610	2,278,422	569,608	280,723	(288,885)	12.3%
INFORMATION TECHNOLOGY	4,048,347	4,098,644	1,024,664	1,450,681	426,017	35.4%
TOTAL DEPARTMENT	**123,726,050**	**123,950,335**	**30,987,709**	**26,591,094**	**(4,396,615)**	21.5%
EXPEND. - NON-DEPT. & MISC.						
COMMUNITY PROMOTION - AGENCIE	850,000	60,000	15,000	68,108	53,108	113.5%
SOLICITOR'S OFFICE	815,817	915,817	228,954	119,365	(109,589)	13.0%
HOMELESS SERVICES	1,112,332	1,058,199	264,550	0	(264,550)	0.0%
ECONOMIC DEVELOPMENT RESERVE	28,800	0	0	0	0	0.0%
NON-DEPARTMENTAL & MISC.	40,000	40,000	10,000	4,940	(5,060)	12.4%
OFFICE SPACE LEASE	525,025	542,000	135,501	130,679	(4,822)	24.1%
2017 HOSP BOND	0	0	0	0	0	0.0%
CAPITAL LEASE PAYMENT	2,123,932	2,687,635	671,909	571,909	(100,000)	21.3%
OTHER SERVICES AND CHARGES	0	0	0	42	42	0.0%
TOTAL NON-DEPARTMENTAL	**5,495,906**	**5,303,651**	**1,325,914**	**895,043**	**(430,871)**	16.9%
TOTAL EXPENDITURES	**129,221,956**	**129,253,986**	**32,313,623**	**27,486,137**	**(4,827,486)**	21.3%
TRANSFERS OUT						
TO OTHER FUNDS						
DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	392,932	398,545	5,613	25.4%
TO INTERNAL SERVICE FUNDS	3,154,860	6,798,660	1,699,652	805,184	(894,468)	11.8%
TO SPECIAL REVENUES	0	0	0	0	0	0.0%
TO DEBT SERVICE	5,508,714	5,814,150	1,453,538	1,453,538	0	25.0%
TO GRANTS	0	0	0	0	0	0.0%
TO CAPITAL IMPROVEMENTS	496,535	0	0	85,733	85,733	0.0%
TO STORM WATER	0	0	0	0	0	0.0%
TO CAPITAL REPLACEMENTS	0	0	0	0	0	
TOTAL TRANSFERS OUT	**10,637,662**	**14,184,489**	**3,546,122**	**2,743,000**	**(803,122)**	19.3%
TOTAL GEN FUND EXPEND & TRF	**139,859,618**	**143,438,475**	**35,859,745**	**30,229,137**	**(5,630,608)**	21.1%
TOTAL SURPLUS (DEFICIT)	**1**	**1**	**(124)**	**(18,756,221)**		

City of Columbia
Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance
As of 9/30/2017

		BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU SEPT 2016	ACTUAL CURRENT YEAR THRU SEPT 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	REVENUE					
1	TAXES	11,411,250	2,608,843	2,684,344	75,501	23.5%
2	LICENSE AND PERMITS	0	0	0	0	0.0%
2	INTEREST	0	1,754	0	(1,754)	0.0%
3	UNAPPROPRIATED SURPLUS	155,675	0	0	0	0.0%
4	**TOTAL HOSP FUND REVENUE**	**11,566,925**	**2,610,597**	**2,684,344**	**73,747**	23.2%
5						
6	**EXPEND. - NON-DEPT & MISC.**					
7	CITY COUNCIL LINE ITEM AG.	2,716,257	477,184	524,102	46,918	19.3%
8	HOSPITALITY TAX	2,557,162	477,061	623,208	146,147	24.4%
9	SPECIAL PROJECTS	0	0	0	0	0.0%
10	**TOTAL NON-DEPARTMENTAL**	**5,273,419**	**954,245**	**1,147,310**	**193,065**	21.8%
11	**TOTAL EXPENDITURES**	**5,273,419**	**954,245**	**1,147,310**	**(193,065)**	21.8%
12	**TRANSFERS OUT**					
13	TO GENERAL FUND	3,700,000	750,000	925,000	175,000	25.0%
14	TO DEBT SERVICE	2,593,506	650,161	648,377	(1,784)	25.0%
15	**TOTAL TRANSFERS OUT**	**6,293,506**	**1,400,161**	**1,573,377**	**173,216**	25.0%
16						
17	**TOTAL HOSP FUND EXP & TRF**	**11,566,925**	**2,354,406**	**2,720,687**	**(366,281)**	23.5%
18						
19						
20	**TOTAL SURPLUS (DEFICIT)**	**-**	**256,191**	**(36,343)**		

City of Columbia
Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
As of 9/30/2017

UNAUDITED

		BUDGET PRIOR YEAR #REF!	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU SEPT 2017	ACTUAL CURRENT YEAR THRU SEPT 2017	ACTUAL TO BUDGET VARIANCE THRU SEPT 2017	% ANNUAL BUDGET
	REVENUE						
1	TAXES	10,795,200	11,411,250	2,852,813	2,684,344	(168,469)	23.5%
2	INTEREST				0		
3	INTEREST	0	0	0	0	0	0.0%
4	UNAPPROPRIATED SURPLUS	405,918	155,675	38,919	0	(38,919)	0.0%
5	**TOTAL HOSP FUND REVENUE**	**11,201,118**	**11,566,925**	**2,891,732**	**2,684,344**	**(207,388)**	23.2%
6							
7	**EXPEND. - NON-DEPT & MISC.**						
8	CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	679,065	524,102	0	19.3%
9	HOSPITALITY TAX	2,904,218	2,557,162	639,291	623,208	(16,083)	24.4%
10	SPECIAL PROJECTS	0	0	0	0	0	0.0%
11	**TOTAL NON-DEPARTMENTAL**	**5,600,475**	**5,273,419**	**1,318,356**	**1,147,310**	(16,083)	21.8%
12	**TOTAL EXPENDITURES**	**5,600,475**	**5,273,419**	**1,318,356**	**1,147,310**	**171,046**	21.8%
13	**TRANSFERS OUT**						
14	TO GENERAL FUND	3,000,000	3,700,000	925,000	925,000	0	25.0%
15	TO DEBT SERVICE	2,600,643	2,593,506	648,377	648,377	1	25.0%
16	**TOTAL TRANSFERS OUT**	**5,600,643**	**6,293,506**	**1,573,377**	**1,573,377**	**1**	25.0%
17							
18	**TOTAL HOSP FUND EXP & TRF**	**11,201,118**	**11,566,925**	**2,891,733**	**2,720,687**	**171,046**	23.5%
19							
20							
21	**TOTAL SURPLUS (DEFICIT)**	-	-	-	**(36,343)**		

City of Columbia
Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
As of 9/30/17

		BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU SEPT 2016	ACTUAL CURRENT YEAR THRU SEPT 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	REVENUE					
1	CURRENT SERVICE CHARGES	5,438,376	1,236,284	1,592,000	355,716	29.3%
2	FINES & FORFEITURES	1,900,000	381,066	421,833	40,767	22.2%
3	MISCELLANEOUS REVENUE	120,000	33,242	6,198	(27,044)	5.2%
4	INTEREST ON INVESTMENT	0	0	479	479	0.0%
5	RENTS & SALE OF PROPERTY	108,675	28,874	29,186	312	26.9%
6	UNAPPROPRIATED SURPLUS	441,180	0	0	0	0.0%
7	**TOTAL REVENUE**	**8,008,231**	**1,679,466**	**2,049,696**	**370,230**	25.6%
8	**TRANSFERS IN**					
9	FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0.0%
10	FROM SCANA REBATE	0	0	0	0	0.0%
11	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	**0**	0.0%
12						
13	**TOTAL PARKING REV & TRF**	**8,008,231**	**1,679,466**	**2,049,696**	**370,230**	25.6%
14						
15	**EXPENDITURES - DEPARTMENTS**					
16	FINANCE	137,895	28,449	24,046	(4,403)	17.4%
17	PUBLIC WORKS	101,424	13,832	20,139	6,307	19.9%
18	PARKING OPERATIONS	2,379,217	281,600	477,916	196,316	20.1%
19	PARKING FACILITIES	1,679,662	288,078	287,739	(339)	17.1%
20	PARKING ADMINISTRATION	0	120,268	0	(120,268)	0.0%
21	**TOTAL DEPARTMENT**	**4,298,198**	**732,227**	**809,840**	**77,613**	18.8%
22	**EXPEND. - NON-DEPART & MISC.**					
23	DEBT SERVICE	2,808,033	429,789	416,404	(13,385)	14.8%
24	DEPRECIATION	0	0	0	0	0.0%
25	TUITION REIMBURSMENT	5,000	0	0	0	0.0%
26	EMPLOYEE PAY RAISES	0	0	0		
27	RESERVE	10,000	0	0	0	0.0%
28	NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0.0%
29	NON DEPARTMENTAL BAD DEBT	0	0	0	0	0.0%
30	**TOTAL NON-DEPARTMENTAL**	**2,823,033**	**429,789**	**416,404**	(13,385)	14.8%
31	**TOTAL EXPENDITURES**	**7,121,231**	**1,162,016**	**1,226,244**	**64,228**	17.2%
32	**TRANSFERS OUT**					
33	TO GENERAL FUND	500,000	125,000	125,000	0	25.0%
34	TO PARKING PROJECTS	0	0	0		
35	TO RISK MANAGEMENT	180,000	30,000	45,000	15,000	25.0%
36	TO SEWER TORT	37,000	0	9,250		
37	TO GENERAL ADMIN INFO TECH	150,000	37,500	37,500	0	25.0%
38	TO HEALTH INSURANCE	0	0	0	0	0.0%
39	TO WORKER'S COMP	0	0	0	0	0.0%
40	TO PURCHASING	20,000	1,385	994	(391)	5.0%
41	TO AUTO TORT	0	0	0	0	0.0%
42	TO GENERAL TORT	0	0	0	0	0.0%
43	**TOTAL TRANSFERS OUT**	**887,000**	**193,885**	**217,744**	**14,609**	24.55%
44						
45	**TOTAL PARKING EXP & TRF**	**8,008,231**	**1,355,901**	**1,443,988**	**88,087**	18.0%
46						
47	**TOTAL SURPLUS (DEFICIT)**	**0**	**323,565**	**605,708**		

City of Columbia
Parking Summary - Revenue and Expenditures - Actual to Budget Variance
As of 9/30/17

UNAUDITED

		BUDGET PRIOR YEAR #REF!	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU SEPT 2017	ACTUAL CURRENT YEAR THRU SEPT 2017	ACTUAL TO BUDGET VARIANCE THRU SEPT 2017	% ANNUAL BUDGET
	REVENUE						
1	CURRENT SERVICE CHARGES	5,263,150	5,438,376	1,359,595	1,592,000	232,405	29.3%
2	FINES & FORFEITURES	2,000,000	1,900,000	475,000	421,833	(53,167)	22.2%
3	MISCELLANEOUS REVENUE	0	120,000	30,000	6,198	(23,802)	5.2%
4	INTEREST ON INVESTMENT	60,000	0	0	479	479	0.0%
5	RENTS & SALE OF PROPERTY	108,675	108,675	27,169	29,186	2,017	26.9%
6	UNAPPROPRIATED SURPLUS	816,683	441,180	110,295	0	(110,295)	0.0%
7	**TOTAL REVENUE**	**8,248,508**	**8,008,231**	**2,002,059**	**2,049,696**	**47,637**	25.6%
8	**TRANSFERS IN**						
9	FROM CORE CAMPUS REIMBURSEMEN	0	0	0	0	0	0.0%
10	FROM SCANA REBATE	0	0	0	0	0	0.0%
11	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	**0**	**0**	0.0%
12							
13	**TOTAL PARKING REV & TRF**	**8,248,508**	**8,008,231**	**2,002,059**	**2,049,696**	**47,637**	25.6%
14							
15	**EXPENDITURES - DEPARTMENTS**						
16	FINANCE	131,963	137,895	34,473	24,046	(10,427)	17.4%
17	PUBLIC WORKS	97,991	101,424	25,357	20,139	(5,218)	19.9%
18	PARKING OPERATIONS	1,466,755	2,379,217	578,557	477,916	(100,641)	20.1%
19	PARKING FACILITIES	1,551,611	1,679,662	394,057	287,739	(106,318)	17.1%
20	PARKING ADMINISTRATION	688,140	0	0	0	0	0.0%
21	**TOTAL DEPARTMENT**	**3,936,460**	**4,298,198**	**1,032,444**	**809,840**	**(222,604)**	18.8%
22	**EXPEND. - NON-DEPART & MISC.**					0	
23	DEBT SERVICE	2,813,548	2,808,033	702,008	416,404	(285,604)	14.8%
24	DEPRECIATION	0	0	0	0	0	0.0%
25	TUITION REIMBURSMENT	5,000	5,000	1,250	0	(1,250)	0.0%
26	EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
27	RESERVE	10,000	10,000	2,500	0	(2,500)	0.0%
28	NON DEPARTMENTAL ADMINISTRATIV	0	0	0	0	0	0.0%
29	NON DEPARTMENTAL BAD DEBT	0	0	0	0	0	0.0%
30	**TOTAL NON-DEPARTMENTAL**	**2,828,548**	**2,823,033**	**705,758**	**416,404**	(289,354)	14.8%
31	**TOTAL EXPENDITURES**	**6,765,008**	**7,121,231**	**1,738,202**	**1,226,244**	**(511,958)**	17.2%
32	**TRANSFERS OUT**						
33	TO GENERAL FUND	500,000	500,000	125,000	125,000	0	25.0%
34	TO PARKING PROJECTS	693,500	0	0	0		
35	TO RISK MANAGEMENT	120,000	180,000	45,000	45,000	0	25.0%
36	TO CENTRAL STORES	0	37,000	9,250	9,250	0	25.0%
37	TO GENERAL ADMIN INFO TECH	150,000	150,000	37,500	37,500	0	25.0%
38	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
39	TO WORKER'S COMP	0	0	0	0	0	0.0%
40	TO PURCHASING	20,000	20,000	5,000	994	(4,006)	5.0%
41	TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
42	TO GENERAL TORT	0	0	0	0	0	0.0%
43	**TOTAL TRANSFERS OUT**	**1,483,500**	**887,000**	**221,750**	**217,744**	(4,006)	24.5%
44							
45	**TOTAL PARKING EXP & TRF**	**8,248,508**	**8,008,231**	**1,959,952**	**1,443,988**	**(515,964)**	18.0%
46							
47	**TOTAL SURPLUS (DEFICIT)**	**0**	**0**	**42,107**	**605,708**		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 09/30/2017

		BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU SEP 2016	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	REVENUE					
1	INTERGOVERNMENTAL REVENUES	0	10,407	0	(10,407)	0.0%
2	CHARGES FOR SERVICES	150,741,688	41,154,626	38,850,083	(2,304,543)	25.8%
3	FINES & FORFEITURES	510,166	176,533	170,318	(6,215)	33.4%
4	MISCELLANEOUS REVENUE	27,716	0	0	0	0.0%
5	INTEREST REVENUES	1,445,709	526,438	43,625	(482,813)	3.0%
6	RENTS & SALE OF PROPERTY	160,721	30,685	34,949	4,264	21.7%
7	CONTRIBUTIONS	0	0	0	0	0.0%
8	UNAPPROPRIATED SURPLUS	181,850	0	0	0	0.0%
9	**TOTAL REVENUE**	**153,067,850**	**41,898,689**	**39,098,975**	**(2,799,714)**	25.5%
10	**TRANSFERS IN**					
11	FROM OTHER FUNDS	0	0	0	0	0.0%
12	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	0	0.0%
13						
14	**TOTAL WATER/SEWER REV & TRF**	**153,067,850**	**41,898,689**	**39,098,975**	**(2,799,714)**	**25.5%**
15						
16	**EXPENDITURES - DEPARTMENTS**					
17	CENTRAL ADMINISTRATION	4,298,026	465,487	853,761	388,274	19.9%
18	FINANCE	2,053,794	345,826	317,933	(27,893)	15.5%
19	ECONOMIC & COMM DEV	1,205,356	111,457	236,454	124,997	19.6%
20	POLICE	895,817	161,146	181,170	20,024	20.2%
21	FIRE	629,870	111,528	115,780	4,252	18.4%
22	PUBLIC WORKS	1,288,795	241,128	185,368	(55,760)	14.4%
23	GENERAL SRVCS/SUPPORT SERVICES	2,307,929	224,771	367,688	142,917	15.9%
24	INFORMATION TECHNOLOGY	627,746	93,800	89,505	(4,295)	14.3%
25	ENGINEERING:ADMINISTRATION	2,000,035	324,598	313,027	(11,571)	15.7%
26	ENGINEERING:GENERAL SERVICES	5,307,803	240,909	136,390	(104,519)	2.6%
27	WATER CUSTOMER SERVICE	2,622,889	701,695	485,758	(215,937)	18.5%
28	WATER DISTRIBUTION & MAINTENANCE	12,439,732	1,695,070	1,759,346	64,276	14.1%
29	WASTEWATER MAINTENANCE	13,142,215	1,474,681	1,607,990	133,309	12.2%
30	COLUMBIA CANAL WTP	8,093,947	957,319	1,230,523	273,204	15.2%
31	LAKE MURRAY WTP	8,462,867	1,049,222	1,185,020	135,798	14.0%
32	METRO WWTP	20,288,259	1,888,430	2,454,259	565,829	12.1%
33	WATER SYSTEMS IMPROVEMENTS	2,410,923	396,854	422,146	25,292	17.5%
34	WASTEWATER SYSTEMS IMPROVEMENTS	1,954,227	288,367	301,710	13,343	15.4%
35	REAL ESTATE WATER	398,051	50,434	53,947	3,513	13.6%
36	REAL ESTATE WASTE	361,536	48,169	52,808	4,639	14.6%
37	WATER/SEWER IMPROVEMENTS	0	0	1,084,953	1,084,953	0.0%
38	**TOTAL DEPARTMENT**	**90,789,817**	**10,870,891**	**13,435,536**	**2,564,645**	14.8%
39	**EXPENDITURES - NON-DEPARTMENTAL & MISC.**					
40	DEBT SERVICE	32,086,000	4,735,955	5,286,535	550,580	16.5%
41	DEPRECIATION	0	0	0	0	0.0%
42	TUITION REIMBURSEMENT	35,000	1,250	0	(1,250)	0.0%
43	TECHNOLOGY CONTINGENCY	57,634	6,380	0	(6,380)	0.0%
44	EMPLOYEE PAY RAISES	0	0	0	0	0.0%
45	EMPLOYEE TRAINING	0	0	0	0	0.0%
46	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	0	0	0	0.0%
47	RESERVE	1,157,320	0	0	0	0.0%
48	ADMINISTRATIVE	0	0	0	0	0.0%
49	NON-DEPARTMENTAL BAD DEBT	268,900	223	0	(223)	0.0%
50	**TOTAL NON-DEPARTMENTAL**	**33,683,354**	**4,743,808**	**5,286,535**	542,727	15.7%
51						
52	**TOTAL EXPENDITURES**	**124,473,171**	**15,614,699**	**18,722,071**	**3,107,372**	15.0%
53						
54	**TRANSFERS OUT**					
55	TO GENERAL FUND	4,189,680	567,500	1,047,420	479,920	25.0%
56	TO FEMA GRANT	10,000,000	0	0	0	0.0%
57	TO WATER/SEWER IMPROVEMENTS	12,300,000	0	0	0	0.0%
58	TO RISK MANAGEMENT	630,000	125,000	157,500	32,500	25.0%
59	TO GENERAL TORT	250,000	0	62,500	62,500	25.0%
60	TO HEALTH INSURANCE	0	0	0	0	0.0%
61	TO SEWER TORT	0	0	0	0	0.0%
62	TO AUTO TORT	0	0	0	0	0.0%
63	TO WORKER'S COMP	0	0	0	0	0.0%
64	TO CENTRAL STORES	250,000	0	62,500	62,500	25.0%
65	TO GEN ADM INFO TECH	475,000	118,750	118,750	0	25.0%
66	TO PURCHASING	500,000	125,462	201,221	75,759	40.2%
67	TO CAPITAL REPLACEMENT	0	0	0	0	0.0%
68	**TOTAL TRANSFERS OUT**	**28,594,680**	**936,712**	**1,649,891**	**713,179**	5.8%
69						
70	**TOTAL WATER/SEWER EXP & TRF**	**153,067,851**	**16,551,411**	**20,371,962**	**3,820,551**	**13.3%**
71						
72						
73	**TOTAL SURPLUS (DEFICIT)**	**(1)**	**25,347,278**	**18,727,013**		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
As of 09/30/2017

UNAUDITED

		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL TO BUDGET VARIANCE THRU SEP 2017	% ANNUAL BUDGET
	REVENUE						
1	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2	CHARGES FOR SERVICES	141,805,000	150,741,688	37,685,424	38,850,083	1,164,659	25.8%
3	FINES & FORFEITURES	300,000	510,166	127,542	170,318	42,776	33.4%
4	MISCELLANEOUS REVENUE	10,000	27,716	6,929	0	(6,929)	0.0%
5	INTEREST REVENUES	950,000	1,445,709	361,427	43,625	(317,802)	3.0%
6	RENTS & SALE OF PROPERTY	150,000	160,721	40,180	34,949	(5,231)	21.7%
7	CONTRIBUTIONS	0	0	0	0	0	0.0%
8	UNAPPROPRIATED SURPLUS	223,215	181,850	45,463	0	(45,463)	0.0%
9	**TOTAL REVENUE**	**143,438,215**	**153,067,850**	**38,266,965**	**39,098,975**	**832,010**	25.5%
10	**TRANSFERS IN**						
11	FROM OTHER FUNDS	0	0	0	0	0	0.0%
12	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	**0**	0	0.0%
13							
14	**TOTAL WATER/SEWER REV & TRF**	**143,438,215**	**153,067,850**	**38,266,965**	**39,098,975**	**832,010**	**25.5%**
15							
16	**EXPENDITURES - DEPARTMENTS**						
17	CENTRAL ADMINISTRATION	2,584,236	4,298,026	1,074,509	853,761	(220,748)	19.9%
18	FINANCE	4,111,219	2,053,794	513,453	317,933	(195,520)	15.5%
19	ECONOMIC & COMM DEV	1,175,484	1,205,356	301,341	236,454	(64,887)	19.6%
20	POLICE	629,778	895,817	223,957	181,170	(42,787)	20.2%
21	FIRE	490,207	629,870	157,468	115,780	(41,688)	18.4%
22	PUBLIC WORKS	1,338,058	1,288,795	322,200	185,368	(136,832)	14.4%
23	GENERAL SRVCS/SUPPORT SERVICES	1,788,764	2,307,929	576,985	367,688	(209,297)	15.9%
24	INFORMATION TECHNOLOGY	620,540	627,746	156,938	89,505	(67,433)	14.3%
25	ENGINEERING:ADMINISTRATION	1,567,106	2,000,035	500,013	313,027	(186,986)	15.7%
26	ENGINEERING:GENERAL SERVICES	3,146,247	5,307,803	1,326,953	136,390	(1,190,563)	2.6%
27	WATER CUSTOMER SERVICE	3,438,551	2,622,889	655,723	485,758	(169,965)	18.5%
28	WATER DISTRIBUTION & MAINTENANCE	11,330,917	12,439,732	3,109,933	1,759,346	(1,350,587)	14.1%
29	WASTEWATER MAINTENANCE	13,111,874	13,142,215	3,285,559	1,607,990	(1,677,569)	12.2%
30	COLUMBIA CANAL WTP	7,280,606	8,093,947	2,023,490	1,230,523	(792,967)	15.2%
31	LAKE MURRAY WTP	7,108,716	8,462,867	2,115,722	1,185,020	(930,702)	14.0%
32	METRO WWTP	19,201,107	20,288,259	5,072,071	2,454,259	(2,617,812)	12.1%
33	WATER SYSTEMS IMPROVEMENTS	2,967,248	2,410,923	602,733	422,146	(180,587)	17.5%
34	WASTEWATER SYSTEMS IMPROVEMENTS	1,504,850	1,954,227	488,559	301,710	(186,849)	15.4%
35	REAL ESTATE WATER	262,625	398,051	99,515	53,947	(45,568)	13.6%
36	REAL ESTATE WASTE	229,574	361,536	90,386	52,808	(37,578)	14.6%
37	WATER/SEWER IMPROVEMENTS	0	0	0	1,084,953	1,084,953	0.0%
38	**TOTAL DEPARTMENT**	**83,887,707**	**90,789,817**	**22,697,508**	**13,435,536**	**(9,261,972)**	14.8%
39	**EXPENDITURES - NON-DEPARTMENTAL & MISC.**						
40	DEBT SERVICE	31,030,000	32,086,000	8,021,501	5,286,535	(2,734,966)	16.5%
41	DEPRECIATION	0	0	0	0	0	0.0%
42	TUITION REIMBURSEMENT	35,000	35,000	8,750	0	(8,750)	0.0%
43	TECHNOLOGY CONTINGENCY	503,039	57,634	14,409	0	(14,409)	0.0%
44	EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
45	EMPLOYEE TRAINING	50,000	0	0	0	0	0.0%
46	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	19,625	0	(19,625)	0.0%
47	RESERVE	3,217,000	1,157,320	289,330	0	(289,330)	0.0%
48	ADMINISTRATIVE	0	0	0	0	0	0.0%
49	NON-DEPARTMENTAL BAD DEBT	300,000	268,900	67,225	0	(67,225)	0.0%
50	**TOTAL NON-DEPARTMENTAL**	**35,213,539**	**33,683,354**	**8,420,840**	**5,286,535**	(3,134,305)	15.7%
51							
52	**TOTAL EXPENDITURES**	**119,101,246**	**124,473,171**	**31,118,348**	**18,722,071**	**(12,396,277)**	15.0%
53							
54	**TRANSFERS OUT**						
55	TO GENERAL FUND	0	4,189,680	1,047,420	1,047,420	0	25.0%
56	TO FEMA GRANT	10,000,000	10,000,000	2,500,000	0	(2,500,000)	0.0%
57	TO WATER/SEWER IMPROVEMENTS	13,231,969	12,300,000	3,075,000	0	(3,075,000)	0.0%
58	TO RISK MANAGEMENT	500,000	630,000	157,500	157,500	0	25.0%
59	TO GENERAL TORT	0	250,000	62,500	62,500	0	25.0%
60	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
61	TO SEWER TORT	0	0	0	0	0	0.0%
62	TO AUTO TORT	0	0	0	0	0	0.0%
63	TO WORKER'S COMP	0	0	0	0	0	0.0%
64	TO CENTRAL STORES	130,000	250,000	62,500	62,500	0	25.0%
65	TO GEN ADM INFO TECH	475,000	475,000	118,750	118,750	0	25.0%
66	TO PURCHASING	0	500,000	125,000	201,221	76,221	40.2%
67	TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
68	**TOTAL TRANSFERS OUT**	**24,336,969**	**28,594,680**	**7,148,670**	**1,649,891**	(5,498,779)	5.8%
69							
70	**TOTAL WATER/SEWER EXP & TRF**	**143,438,215**	**153,067,851**	**38,267,018**	**20,371,962**	**(17,895,056)**	**13.3%**
71							
72							
73	**TOTAL SURPLUS (DEFICIT)**	**0**	**(1)**	**(53)**	**18,727,013**		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 09/30/2017

		BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU SEP 2016	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
	REVENUE					
1	CHARGES FOR SERVICES	12,583,300	1,875,925	3,165,630	1,289,705	25.2%
2	FINES & FORFEITURES	0	0	0	0	0.0%
3	MISCELLANEOUS REVENUES	0	0	0	0	0.0%
4	INTEREST REVENUES	46,800	37,443	0	(37,443)	0.0%
5	RENTS & SALE OF PROPERTY	0	5,296	1,910	(3,386)	0.0%
6	INTERGOVERNMENTAL REVENUES	0	0	0	0	0.0%
7	**TOTAL REVENUE**	**12,630,100**	**1,918,664**	**3,167,540**	**1,248,876**	25.1%
8	**TRANSFERS IN**					
9	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	0	0.0%
10						
11	**TOTAL STORMWATER REV & TRF**	**12,630,100**	**1,918,664**	**3,167,540**	**1,248,876**	**25.1%**
12						
13	**EXPENDITURES - DEPARTMENTS**					
14	STREETS:STORM DRAIN MAINTENANCE	2,205,852	320,524	329,867	9,343	15.0%
15	SOLID WASTE STREET SWEEPING	1,515,739	163,650	221,454	57,804	14.6%
16	STORM WATER:OPERATIONS	0	0	0	0	0.0%
17	STORM WATER:ENGINEERING	2,026,333	296,764	286,398	(10,366)	14.1%
18	REAL ESTATE STORM WATER	148,883	19,358	21,375	2,017	14.4%
19	STORM DRAIN MAINTENANCE	0	0	0	0	0.0%
20	PROPERTY ACQUISITION	0	5,196	2,324	(2,872)	0.0%
21	**TOTAL DEPARTMENT**	**5,896,807**	**805,492**	**861,418**	**55,926**	14.6%
22	**EXPENDITURES - NON-DEPARTMENTAL & MISC.**					
23	DEPRECIATION	0	0	0	0	0.0%
24	EMPLOYEE PAY RAISES	84,793	0	0	0	0.0%
25	RESERVE	3,294,700	0	0	0	0.0%
26	ADMINISTRATIVE	1,793,800	0	0	0	0.0%
27	BAD DEBT EXPENSE	0	0	0	0	0.0%
28	**TOTAL NON-DEPARTMENTAL**	**5,173,293**	**0**	**0**	0	0.0%
29						
30	**TOTAL EXPENDITURES**	**11,070,100**	**805,492**	**861,418**	**55,926**	7.8%
31						
32	**TRANSFERS OUT**					
33	TO GENERAL FUND	560,000		140,000		
34	TO CAPITAL PROJECTS FUND	0	0	0	0	0.0%
35	TO STORM WATER IMPROVEMENTS	1,000,000	0	0	0	0.0%
36	TO USDA GRANT	0	0	0	0	0.0%
37	TO GENERAL TORT	0	0	0	0	0.0%
38	TO HEALTH INSURANCE	0	0	0	0	0.0%
39	TO SEWER TORT	0	0	0	0	0.0%
40	TO AUTO TORT	0	0	0	0	0.0%
41	TO WORKER'S COMP	0	0	0	0	0.0%
42	TO CENTRAL STORES	0	0	0	0	0.0%
43	TO CAPITAL REPLACEMENT	0	0	0	0	0.0%
44	**TOTAL TRANSFERS OUT**	**1,560,000**	**0**	**140,000**	**0**	9.0%
45						
46	**TOTAL STORMWATER EXP & TRF**	**12,630,100**	**805,492**	**1,001,418**	**55,926**	7.9%
47						
48						
49	**TOTAL SURPLUS (DEFICIT)**	**0**	**1,113,172**	**2,166,122**		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 09/30/2017

UNAUDITED

		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU SEP 2017	ACTUAL CURRENT YEAR THRU SEP 2017	ACTUAL TO BUDGET VARIANCE THRU SEP 2017	% ANNUAL BUDGET
	REVENUE						
1	CHARGES FOR SERVICES	7,135,000	12,583,300	3,145,825	3,165,630	19,805	25.2%
2	FINES & FORFEITURES	0	0	0	0	0	0.0%
3	MISCELLANEOUS REVENUES	0	0	0	0	0	0.0%
4	INTEREST REVENUES	100,000	46,800	11,700	0	(11,700)	0.0%
5	RENTS & SALE OF PROPERTY	0	0	0	1,910	1,910	0.0%
6	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
7	**TOTAL REVENUE**	**7,235,000**	**12,630,100**	**3,157,525**	**3,167,540**	**10,015**	25.1%
8	**TRANSFERS IN**						
9	**TOTAL TRANSFERS IN**	**0**	**0**	**0**	**0**	0	0.0%
10							
11	**TOTAL STORMWATER REV & TRF**	**7,235,000**	**12,630,100**	**3,157,525**	**3,167,540**	**10,015**	**25.1%**
12							
13	**EXPENDITURES - DEPARTMENTS**						
14	STREETS:STORM DRAIN MAINTENANCE	2,111,158	2,205,852	551,463	329,867	(221,596)	15.0%
15	SOLID WASTE STREET SWEEPING	1,236,811	1,515,739	378,937	221,454	(157,483)	14.6%
16	STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
17	STORM WATER:ENGINEERING	2,261,223	2,026,333	506,587	286,398	(220,189)	14.1%
18	REAL ESTATE STORM WATER	90,799	148,883	37,220	21,375	(15,845)	14.4%
19	STORM DRAIN MAINTENANCE	0	0	0	0	0	0.0%
20	PROPERTY ACQUISITION	0	0	0	2,324	2,324	0.0%
21	**TOTAL DEPARTMENT**	**5,699,991**	**5,896,807**	**1,474,207**	**861,418**	**(612,789)**	14.6%
22	**EXPENDITURES - NON-DEPARTMENTAL & MISC.**						
23	DEPRECIATION	0	0	0	0	0	0.0%
24	EMPLOYEE PAY RAISES	0	84,793	21,198	0	(21,198)	0.0%
25	RESERVE	0	3,294,700	823,675		(823,675)	0.0%
26	ADMINISTRATIVE	0	1,793,800	448,450	0	(448,450)	0.0%
27	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
28	**TOTAL NON-DEPARTMENTAL**	**0**	**5,173,293**	**1,293,323**	**0**	(1,293,323)	0.0%
29							
30	**TOTAL EXPENDITURES**	**5,699,991**	**11,070,100**	**2,767,530**	**861,418**	**(1,906,112)**	7.8%
31							
32	**TRANSFERS OUT**						
33	TO GENERAL FUND	0	560,000	140,000	140,000	0	25.0%
34	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
35	TO STORM WATER IMPROVEMENTS	1,535,009	1,000,000	250,000	0	(250,000)	0.0%
36	TO USDA GRANT	0	0	0	0	0	0.0%
37	TO GENERAL TORT	0	0	0	0	0	0.0%
38	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
39	TO SEWER TORT	0	0	0	0	0	0.0%
40	TO AUTO TORT	0	0	0	0	0	0.0%
41	TO WORKER'S COMP	0	0	0	0	0	0.0%
42	TO CENTRAL STORES	0	0	0	0	0	0.0%
43	TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
44	**TOTAL TRANSFERS OUT**	**1,535,009**	**1,560,000**	**390,000**	**140,000**	**(250,000)**	9.0%
45							
46	**TOTAL STORMWATER EXP & TRF**	**7,235,000**	**12,630,100**	**3,157,530**	**1,001,418**	**(2,156,112)**	7.9%
47							
48							
49	**TOTAL SURPLUS (DEFICIT)**	**0**	**0**	**(5)**	**2,166,122**		

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Utility Operations**

FROM: ***Joey Jaco, Director of Utility Operations***

SUBJECT: **CleanWater 2020 Program Update and Information - Mr. Joey Jaco, Director of Utility Operations and Mr. Bryan Cully, CleanWater 2020 Program Manager / CDM Smith**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CW2020 Presentation MT (PDF)

Clean Water 2020
Columbia's Clear Vision For Clean Water

CleanWater 2020
Update and Information

City Council Work Session

November 21, 2017

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ENVISION COLUMBIA
CITY COUNCIL VISION STATEMENT
#ENVISIONCOLUMBIA

Presentation Outline

- CD Deliverable Update & Schedule
  - Financial Analysis Program
- Defective Private Lateral Notifications
- Major Pipe Assessment Results
- SSO Update
- What is CleanWater 2020…?

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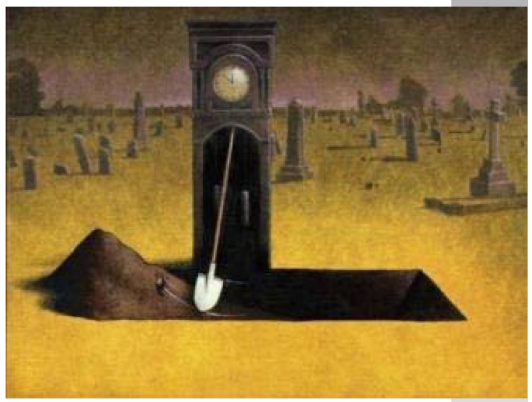
Columbia's Clear Vision For Clean Water

CD Deliverable Schedule

CD Deliverable	First Due Date	% Complete
Sewer Mapping Program (SMP)	7/21/2014	100%
CAP List (Checkbook)	8/21/2014	100%
Maintenance Management System (MMS)	5/21/2015	100%
Satellite Sewer System Agreements (SSSA)	5/21/2015	100%
Transmission System Operations and Maintenance Program (TSOMP)	5/21/2015	100%
Continuing Sewer Assessment Program (CSAP)	6/9/2015	100%
Contingency and Emergency Response Plan (CERP)	11/21/2015	100%
Gravity Sewer System Operations and Maintenance Program (GSOMP)	11/21/2015	100%
WWTP Operations Program	1/5/2016	100%
WCTS Training Program	1/5/2016	100%
Information Management System Program (IMS)	1/5/2016	100%
Financial Analysis Program	1/5/2016	100%
WWTP Training Program	5/21/2016	100%
Infrastructure Rehabilitation Program (IRP)	11/23/2016	100%
IR Report for the WCTS	*11/23/2019*	35%
Supplemental Environmental Project Implementation (SEP)	5/21/2019	75%
SEP - Quality Assurance Project Plan (QAPP)	7/21/2014	100%
Sewer System Hydraulic Model Report	*8/23/2020*	5%
Capacity Assurance Program (CAP)	*2/19/2021*	0%
Supplemental IR Report	*11/23/2022*	0%





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Financial Analysis Program - Implementation

- **Budgeting Process** – *"…staffing needs and levels, equipment and materials, and outsourced activities will be used to supplement the budgeting process and ensure the needs of all CD Programs are properly recognized and budgeted…"*

- **Capital Improvement Financing Program** – *"…as CD Programs and Condition Assessments and Modeling are completed, this will allow the City to identify Capital Project needs to refine financial needs as the City becomes more knowledgeable about the infrastructure improvements..."*

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Defective Private Lateral Notifications

- Consent Decree obligation to notify property owners of defective private laterals when discovered
- "…Where Columbia's implementation of the CSAP results in a determination that a Private Lateral is a source of I/I to the WCTS or is a source of a release, Columbia shall notify the property owner of its determination but shall not be responsible for repairs to the Private Lateral..." (*CD V.14.a*)
- Defective private laterals can allow rainwater and groundwater to enter the collection system or allow sewer to exit the collection system

Defective Private Lateral Notifications

- Defective Private Laterals are found by:
  - Condition assessment of the sewer system
  - Responding to Customer Care calls
- Private Lateral definition:
  - "…portion of a sanitary sewer conveyance pipe that extends from the wastewater right-of-way or utility easement to the single-family, multi-family, apartment, or other dwelling unit…" (*CD IV.8.hh*)
  - See brochure graphic

Clean Water 2020
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Address: 1441 Main Street, 10th Floor | Columbia, SC 29201
Office: 803.545.3400 Email: info@CleanWater2020.com

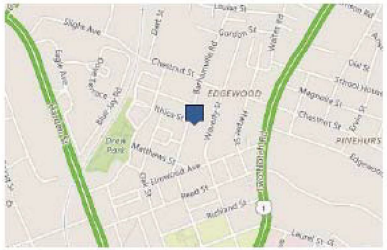
City of Columbia Smoke Inspection Report

Inspection Details

Inspection ID: **S_MWH_20141112_5** Sub basin: **SB02** Date: **11/12/2014 12:55 PM**
Project Number: **SS7279** Inspection Address:
Weather: **Dry, Low Wind** Smoke Direction: **Against Flow**
Pipes Inspected: **08244MH_08245MH, 08251MH_08245MH** Control Structures: **08245MH (Smoke Inserted)**

Defect Details

Defect Address:
Smoke Intensity: **Medium**
Smoke Cause: **Cleanout Stack Broken**
Defect Notes: **None**











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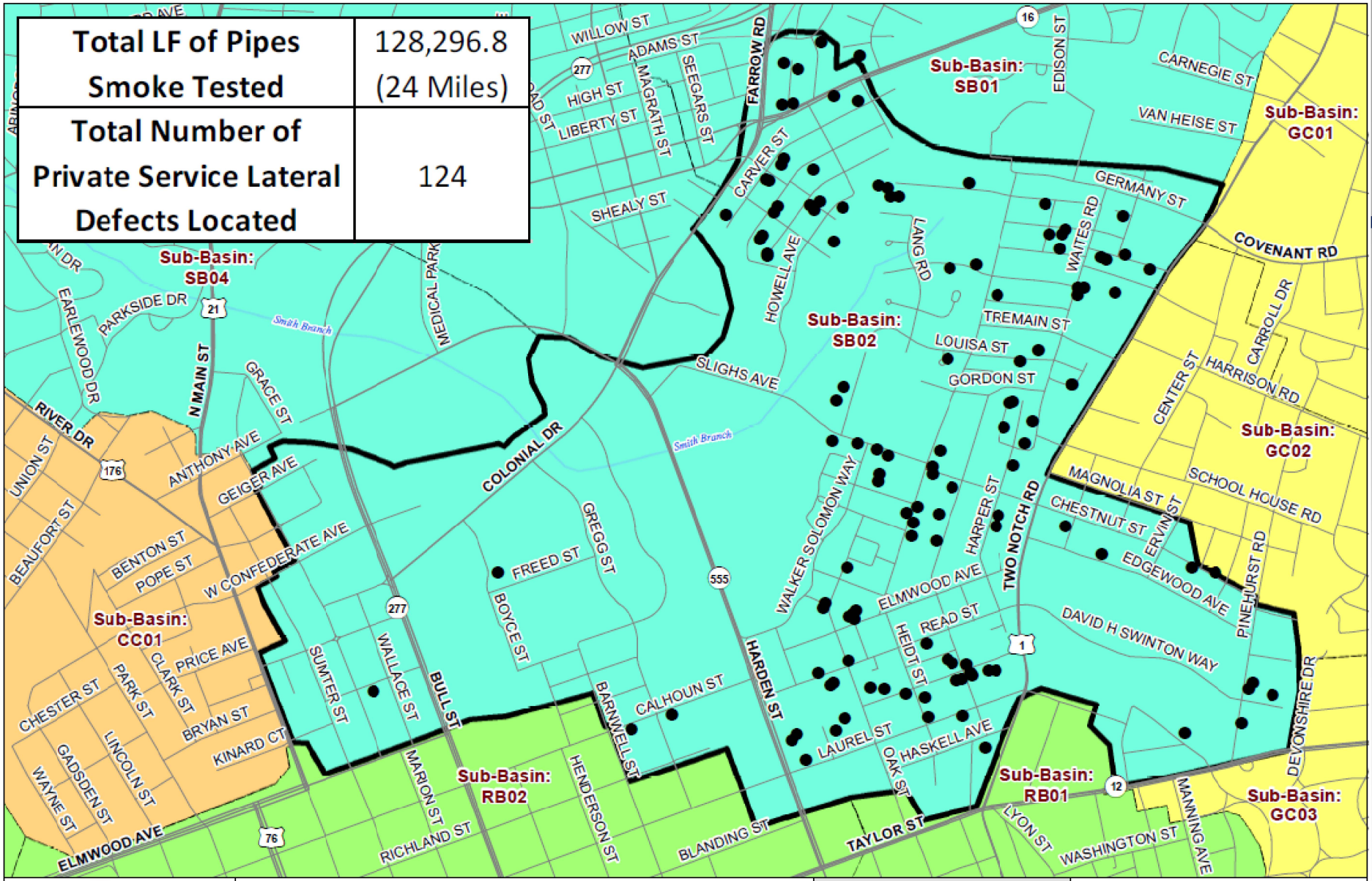
Total LF of Pipes Smoke Tested	128,296.8 (24 Miles)
Total Number of Private Service Lateral Defects Located	124



Clean Water 2020

We Are Columbia

- Private Service Lateral Defects

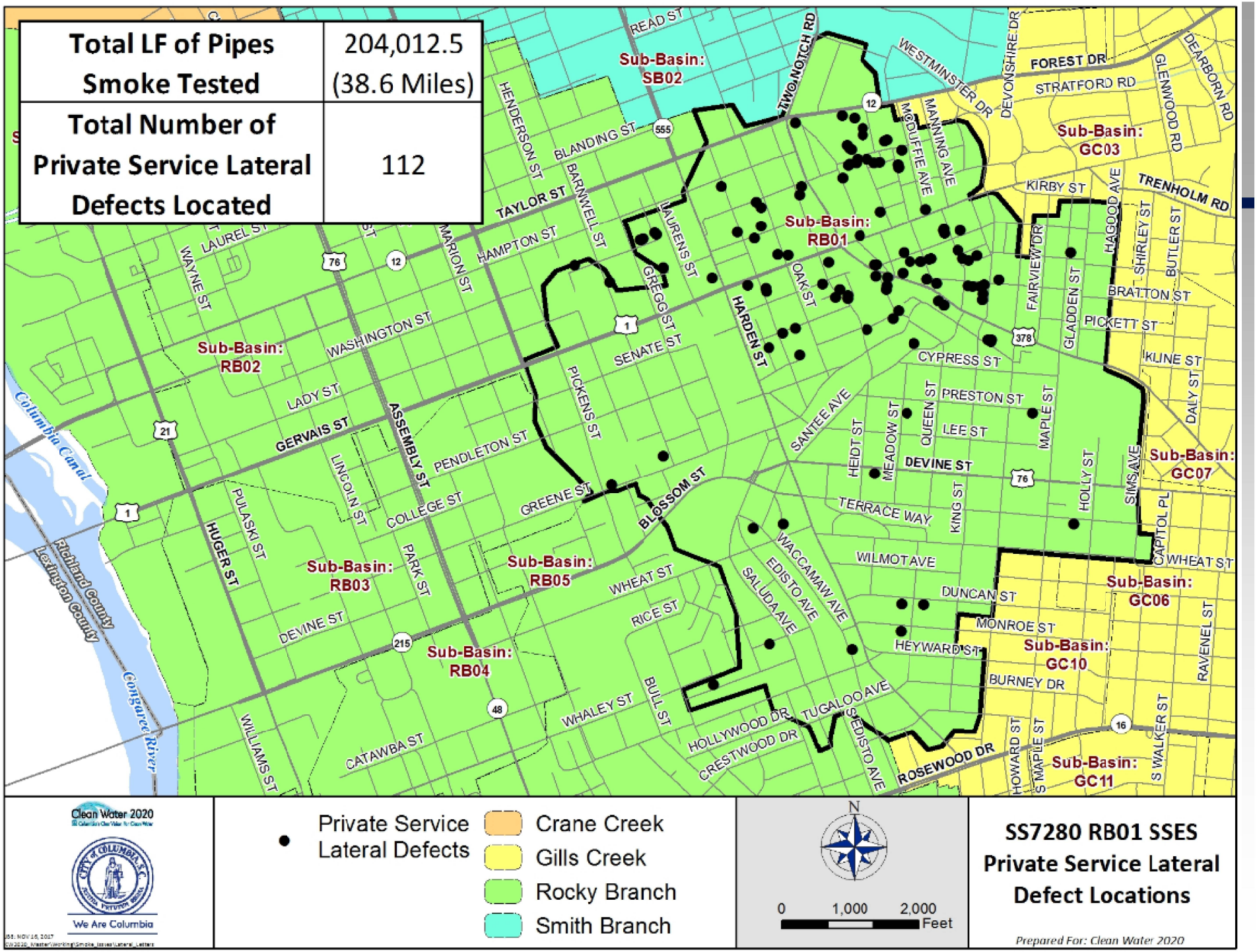
- Crane Creek
- Gills Creek
- Rocky Branch
- Smith Branch

N

0 1,000 2,000 Feet

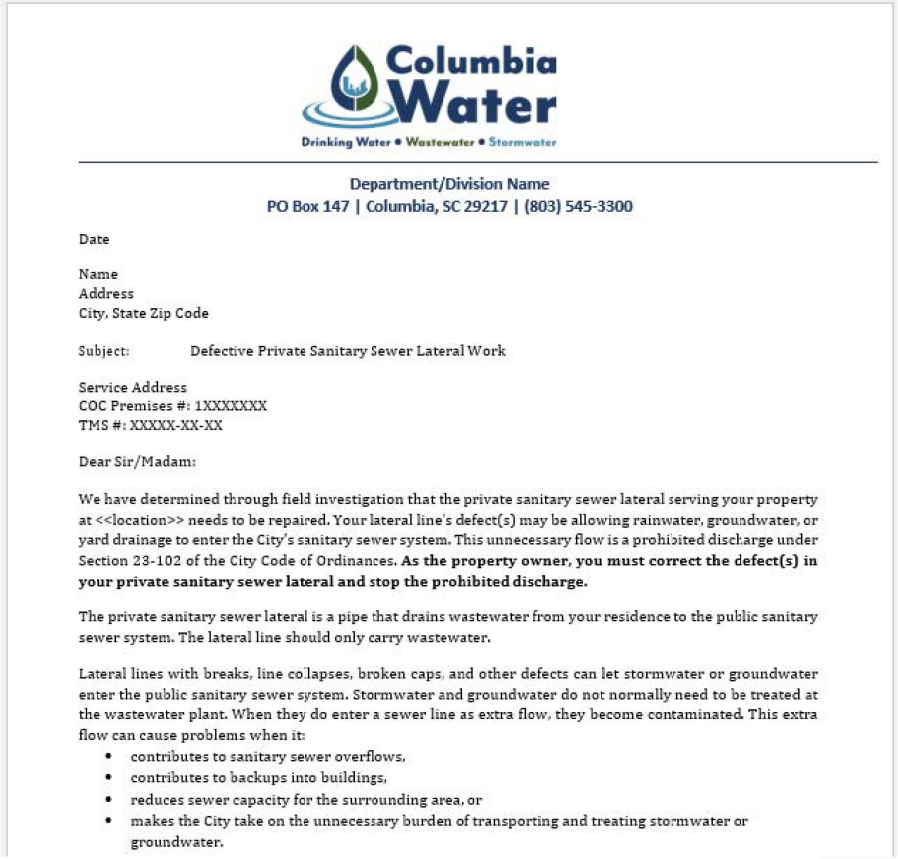
SS7279 SB02 SSES Private Service Lateral Defect Locations

Prepared For: Clean Water 2020


Total LF of Pipes Smoke Tested
204,012.5 (38.6 Miles)
Total Number of Private Service Lateral Defects Located
112
Sub-Basin: SB02
Sub-Basin: RB01
Sub-Basin: RB02
Sub-Basin: RB03
Sub-Basin: RB04
Sub-Basin: RB05
Sub-Basin: GC03
Sub-Basin: GC06
Sub-Basin: GC07
Sub-Basin: GC10
Sub-Basin: GC11
READ ST
TWO NOTCH RD
WESTMINSTER DR
DEVONSHIRE DR
FOREST DR
STRATFORD RD
GLENWOOD RD
DEARBORN RD
HENDERSON ST
BLANDING ST
TAYLOR ST
MANNING AVE
McDUFFIE AVE
KIRBY ST
TRENHOLM RD
HAGOOD AVE
SHIRLEY ST
BUTLER ST
LAUREL ST
WAYNE ST
MARION ST
HAMPTON ST
BARNWELL ST
LAURENS ST
GREGG ST
OAK ST
HARDEN ST
FAIRVIEW DR
GLADDEN ST
BRATTON ST
PICKETT ST
KLINE ST
DALY ST
WASHINGTON ST
SENATE ST
CYPRESS ST
PRESTON ST
LEE ST
MAPLE ST
QUEEN ST
MEADOW ST
HEIDT ST
SANTEE AVE
PICKENS ST
LADY ST
GERVAIS ST
ASSEMBLY ST
PENDLETON ST
LINCOLN ST
COLLEGE ST
GREENE ST
BLOSSOM ST
DEVINE ST
TERRACE WAY
KING ST
HOLLY ST
SIMS AVE
CAPITOL PL
WHEAT ST
WILMOT AVE
DUNCAN ST
MONROE ST
HEYWARD ST
BURNEY DR
RAVENEL ST
PULASKI ST
HUGER ST
PARK ST
RICE ST
WACCAMAW AVE
EDISTO AVE
SALUDA AVE
WHALEY ST
BULL ST
HOLLYWOOD DR
CRESTWOOD DR
TUGALOO AVE
ROSEWOOD DR
HOWARD ST
S MAPLE ST
S WALKER ST
WILLIAMS ST
CATAWBA ST
Columbia Canal
Richland County
Lexington County
Congaree River
Clean Water 2020
We Are Columbia
Private Service Lateral Defects
Crane Creek
Gills Creek
Rocky Branch
Smith Branch
N
0
1,000
2,000
Feet
SS7280 RB01 SSES
Private Service Lateral Defect Locations
Prepared For: Clean Water 2020

Defective Private Lateral Notifications

- Letters will be sent to homeowner (per tax record)
  - See Sample letter
  - Informational brochure
- Customer Care training
  - Calls expected
- City's expectations of the homeowner



Columbia Water
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Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Date

Name
Address
City, State Zip Code

Subject: Defective Private Sanitary Sewer Lateral Work

Service Address
COC Premises #: 1XXXXXXX
TMS #: XXXXX-XX-XX

Dear Sir/Madam:

We have determined through field investigation that the private sanitary sewer lateral serving your property at <<location>> needs to be repaired. Your lateral line's defect(s) may be allowing rainwater, groundwater, or yard drainage to enter the City's sanitary sewer system. This unnecessary flow is a prohibited discharge under Section 23-102 of the City Code of Ordinances. **As the property owner, you must correct the defect(s) in your private sanitary sewer lateral and stop the prohibited discharge.**

The private sanitary sewer lateral is a pipe that drains wastewater from your residence to the public sanitary sewer system. The lateral line should only carry wastewater.

Lateral lines with breaks, line collapses, broken caps, and other defects can let stormwater or groundwater enter the public sanitary sewer system. Stormwater and groundwater do not normally need to be treated at the wastewater plant. When they do enter a sewer line as extra flow, they become contaminated. This extra flow can cause problems when it:

- contributes to sanitary sewer overflows,
- contributes to backups into buildings,
- reduces sewer capacity for the surrounding area, or
- makes the City take on the unnecessary burden of transporting and treating stormwater or groundwater.

Major Pipe Condition Assessment

Continuing Sewer Assessment Program

- All Major Pipes have been assessed
  - Field work complete (office work remains)
  - 107+ Miles
  - 15-30 Inch diameter pipe – CCTV
  - 36-60 inch diameter pipe – CCTV & Multi-Sensor
- First comprehensive assessment of the condition of all Major Pipes in the system
- Major coordination effort and huge volume of data





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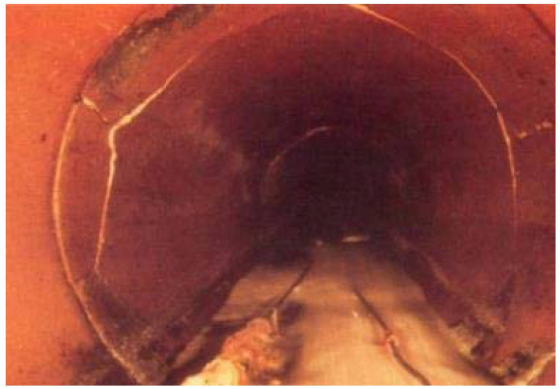
Major Pipe Condition Assessment

Breakdown of Condition Ratings

Level	Footage (LF)
Total Inspected	564,463
5 - worst	35,456
4	103,325
3	237,219
2	161,554
1 - best	26,909

Sample Photos





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Major Pipe Condition Assessment

Next Steps

- Review and digest the results
- Develop projects for the Infrastructure Rehabilitation Report
  - Prioritize projects into Group 1, 2, or 3
    - Definitive completion dates required by EPA or fines
  - Establish re-inspection intervals for pipes not needing renewal
- Establishing Pipeline Asset Management Framework
  - "…managing infrastructure capital assets to ***minimize the total cost of owning and operating them***, while delivering the service levels customers desire…"

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Sanitary Sewer Overflow (SSO)Update

- Overall number of SSOs has remained relatively flat for the past 6 years
  - Slight increase the past 2 years
  - Wet-weather a significant factor
- Continuing to improve O&M activities and construct CIP projects is key to long-term reductions
- Crane Creek Capacity project recently completed
  - Anticipate major SSO volume reduction going forward

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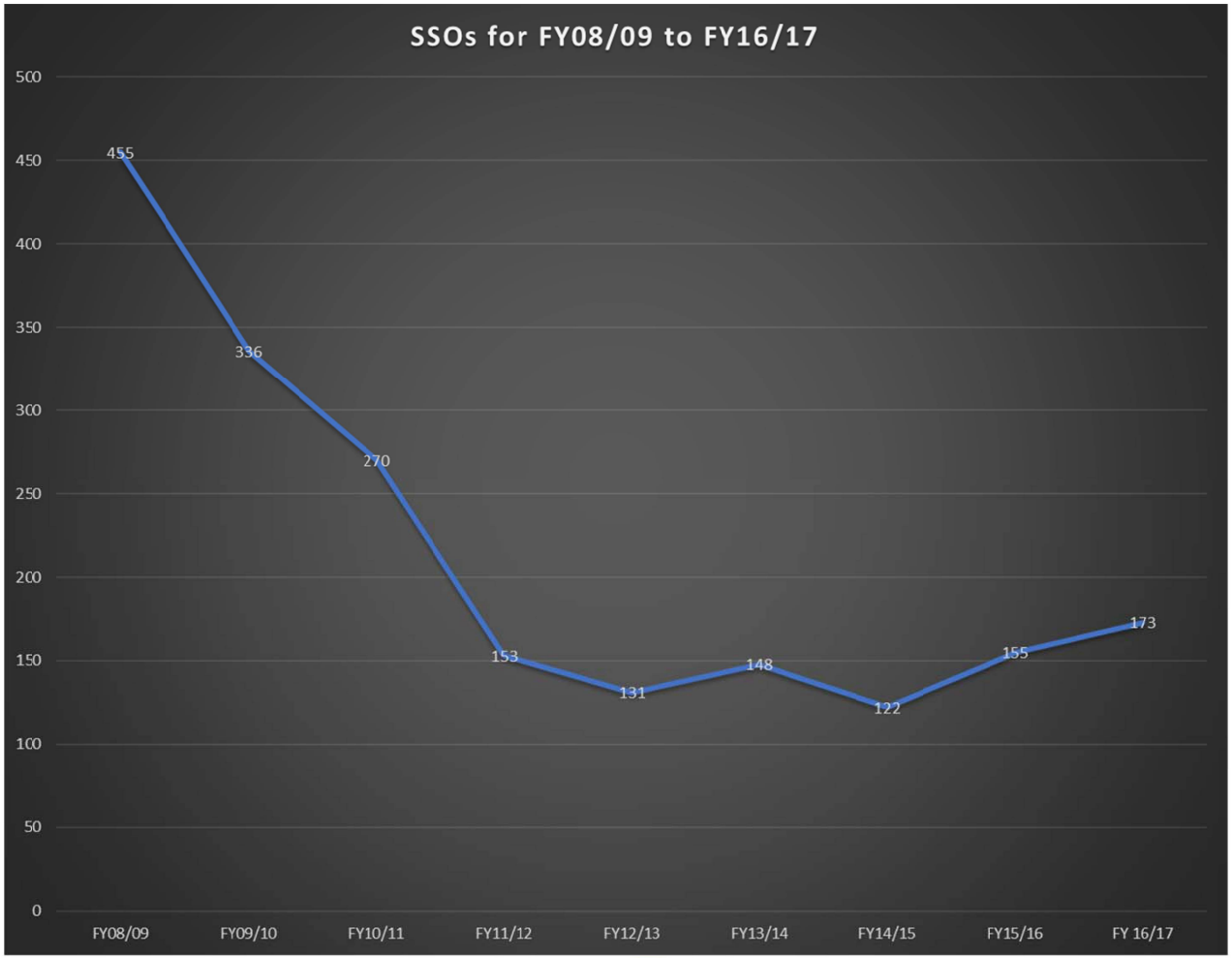
Sanitary Sewer Overflow (SSO)Update



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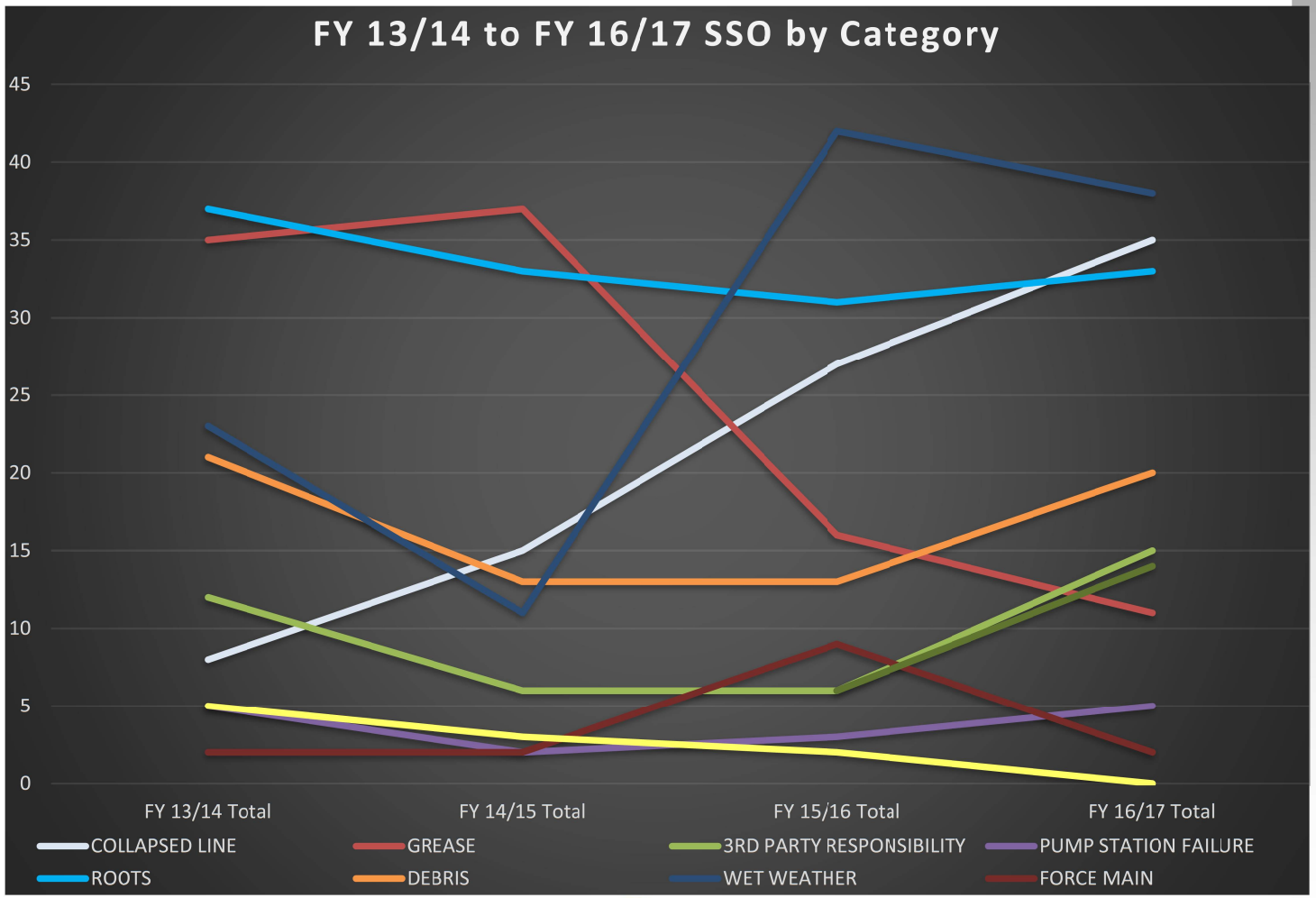
Sanitary Sewer Overflow (SSO)Update



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Clean Water 2020
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What is CleanWater 2020?

Question recently asked at a Council Meeting

Old Answer:

- *"A consent decree and capital improvements program"*

New Answer:

- *"...the City initiative to implement an increased capital improvements program and transform the* ***Department of Utilities and Operations into a leader among it's peers..."***

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What is CleanWater 2020?

- Clear Direction from City Leadership
  - Implement best management practices and asset management approach
  - Utilize best-in-class tools
  - Become a leader among peers
- CleanWater2020.com
  - Resources for documents, project information, etc.
- CleanWater 2020 Video

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Discussion

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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Finlay Park Fountain Repairs - Mr. Randy Davis, Director of Parks and Recreation**

REQUISITION NO.: **R164630**

FINANCIAL IMPACT:

ORIGINAL BUDGET: **$310,650.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** W.P.Law.Design.Build.Finlay.Park.Fountain.Restoration.CA1.kr (PDF)
- #b: Map of Finlay Park (PDF)

Design Build Contract
Design & Construction for the Finlay Park Fountain Restoration
(Funding: 4039999-PK005606-658650)

W. P. Law, Inc., and City of Columbia, SC

Contract Amendment 1

October 12, 2017

Description of Change: Request change in the Design Build Contract for the design and construction for the City of Columbia Finley Park Fountain Restoration Design Build Services between the City of Columbia (City) and W. P. Law, Inc. (Contractor) dated May 10, 2017 (Design Build Contract), amended by this Amendment for scope additions to the Design Build Contract. Services are more fully described in Exhibit A attached hereto. Exhibit B attached hereto, reflects the work to be provided by sub-contractors and an overall cost breakout for the services identified within the Amendment. Exhibit C attached hereto, reflects the timeline for services to be provided within this Amendment. The Notice to Proceed will be issued on or before November 30, 2017. This Amendment extends the Design Build Contract through February 1, 2018. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price:	$310,649.99
Previous Change Orders:	$ 0.00
This Change (addition):	$296,255.00
Revised Contract Price:	$606,904.99

Additional funds are to be provided in the following manner: 4039999PK 005606 658650

New Waterfall Pool Surfaces: Pool five is to be filled with clay provided by and placed by City of Columbia personnel. W. P. Law, Inc. will provide compaction in two lifts of 6" each.

- Pools 2-5 cleanup and prep, oversight of dirt moving and compaction including equipment, labor and materials: $ 63,697.50
- New rebar grid on floor and walls, materials and installation: $ 81,523.50
- Gunite, materials and installation: $ 79,764.00

Total $224,985.00

Skimmer Pump Replacement: Install new pumps in skimmers 2 and 4 locations. These are the two areas to collect the most debris. The skimmer baskets will need to be checked frequently (1 year warranty).

- Two new skimmer pumps, floats and associated electrical: $21,625.00
- Removal of old pumps and installation of two skimmer pumps: $ 9,885.00
- Rework weir on new playground side skimmer intake structure for proper operation: $ 6,445.00

Total $37,955.00

New Intake Screens:

- Two custom built intake strainers, shields, bases and maintenance deck: $22,435.00
- Crane rental to remove old intake structure and replace with new structure: $ 2,885.00
- Installation of intake strainers, shields, bases and maintenance platform: $ 7,995.00

Total $33,315.00

This Change is Acceptable:

By: Jean Moe, Controller W. P. Law, Inc.
Title:

Recommended for Approval: _____ Director of Parks & Recreation
Randy Davis

Recommended for Approval: _____ Purchasing Agent
Sandra A. Wright, CPPB

Approval of Change: _____ City Manager
Teresa Wilson

W.P.Law.Design.Build.Finlay.Park.Fountain.Restoration.CA1.kr.doc

APPROVED AS TO FORM
11/2/17
Legal Department City of Columbia, SC

Exhibit A
Design Build Contract for Finlay Park Fountain
Restoration (Received 10/5/2017)

FOUNTAIN DIVISION
OF W. P. LAW INCORPORATED

October 2, 2017

Barry L. Wells
City of Columbia
1111 Parkside Drive
Columbia, SC 29203

ADDITIONS TO FINLAY PARK PROJECT

Dear Mr. Wells,

The following is a revised proposal for the additional work based on the layout sent to us by Mr. Cooper. Pool five is to be filled with clay provided by and placed by City of Columbia personnel. W. P. Law, Inc. will provide compaction in two lifts of 6" each.

New Waterfall Pool Surfaces

- Pools 2-5 cleanup and prep, oversight of dirt moving and compaction including equipment, Labor and Materials - **$63,697.50**
- New rebar grid on floor and walls, Materials and Installation - **$81,523.50**
- Gunite, Materials and Installation - **$79,764.00**

Total $224,985.00

Skimmer Pump Replacement

Install new pumps in skimmer 2 and 4 locations. These are the two areas to collect the most debris. The skimmer baskets will need to be checked frequently. 1-year warranty.

- Two new skimmer pumps, floats and associated electrical - **$21,625.00**
- Removal of old pumps and installation of two skimmer pumps - **$9,885.00**
- Rework weir on new playground side skimmer intake structure for proper operation - **$6,445.00**

Total $37,955.00

*Note: To perform any of the options to skimmer 4 will require lowering the water level of the pond.

New Intake Screens

- Two custom built intake strainers, shields, bases and maintenance deck - **$22,435.00**
- Crane rental to remove old intake structure and replace with new structure - **$2,885.00**
- Installation of intake strainers, shields, bases and maintenance platform - **$7,995.00**

Total $33,315.00

FOUNTAIN DIVISION
OF W. P. LAW INCORPORATED

If you have any questions concerning this proposal, please call Glenn Clonts or Mike Clonts at 803-461-0582.

Sincerely,

Glenn Clonts
Fountain Division
W. P. Law, Inc.

303 Riverchase Way
Lexington, SC 29072

Helping customers is our business.

P 803.461.0599
F 803.461.0570

Exhibit B
Design Contract for Finlay Park Fountain Restoration
(Received 10/16/17)

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.

Project: Finlay Park Fountain Restoration Design Build

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
White Crane 3414 Augusta Road West Columbia, SC 29170	Jason Flynt 803-794-7194	Crane Rental Service	$2,885.00	1 %	NA	No
The Clearwater Company 1682 Lake Murray Blvd Columbia, SC 29212	Brian Hicks 864-505-5494	Rebar & Gunite	$161,287.50	54%	NA	No
				%		
				%		
				%		
				%		

TOTAL: $ 164,172.50

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

Business Name: [signature]

Representative Name / Title: Mike Clontz, Fountain Division

Date: 10/16/17

Form 710

Name of Project: Design Build Finlay Park Fountain Restoration				
Amendment Number: 1				
Date: October 12, 2017				
Items Description	Quantity	Unit	Rate	Total
Material				
Skimmer Pump Materials	1	LS		20,023.15
Intake Screen Materials	1	LS		20,773.15
Material:				40,796.30
Sales Tax (8%):				3,263.70
Material Subtotal:				44,060.00
Labor				
Compaction labor for water fall	1	LS		63,697.50
Installation of skimmer pumps	1	LS		6,445.00
Installation of Intake Screens	1	LS		7,995.00
Weir rework	1	LS		9,885.00
Labor:				
Labor Tax & Insurance:				
Labor Subtotal:				88,022.50
Equipment				
Equipment:				
Fuel/Oil/Grease:				
Equipment Subtotal:				
Other				
Other Subtotal:				
Sub-Contract				
White Crane & Clearwater Subcontracts				164,172.50
Sub-Contract				164,172.50
Total Non Sub-Contract Unit Prices				
Subtotal:				
Overhead:				
Total:				
Contract Unit Prices				
Total:				
Amendment Proposal Total:				296,255.00

Exhibit C
Deisgn Build Contract for Finlay Park Fountain Restoration
(Received 10/17/2017

TIMELINE FOR FINLAY PARK ADDITIONAL WORK

Weeks 1 & 2: Root removal, general cleanup, dirt moving (by COC) and compaction (by WPL).

Weeks 3 & 4: Installation of rebar and gunite.

Weeks 1 – 4: Delivery of skimmer pump and construction of intake structures and screens.

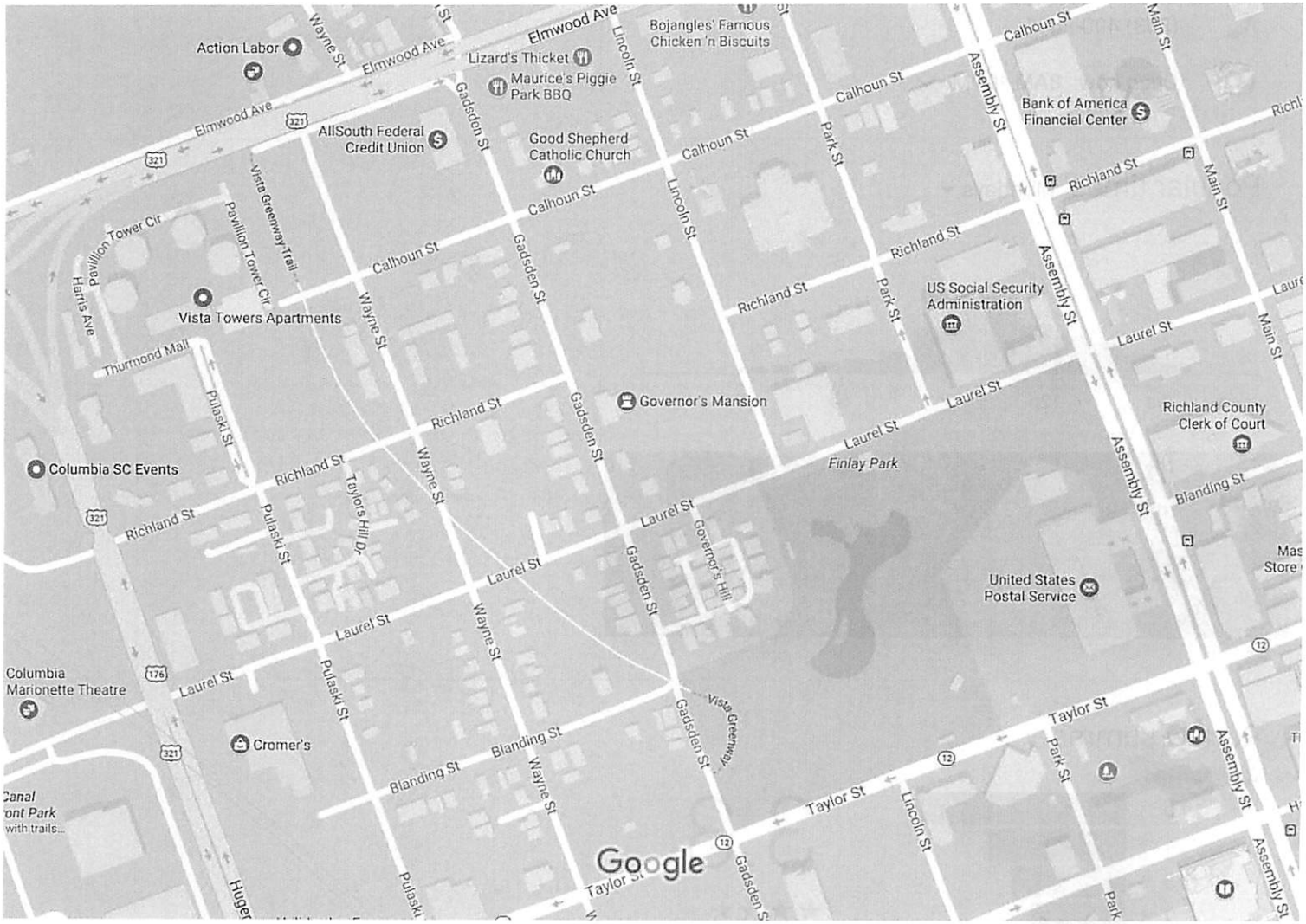
Weeks 5 & 6: Install new skimmer pumps and controls, install new intake structures and screens.

Week 7: Start up and adjustment

Week 8: Bad weather days

TOTAL 8 – 9 weeks

Google Maps Finlay Park





Finlay Park

3.3 ★★★★½ · 276 reviews

Park

An outdoor oasis with waterfalls, a lake, playgrounds, a pergola with swings & seasonal concessions.

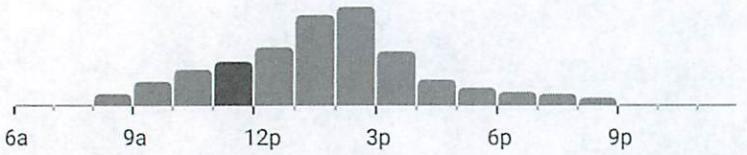
930 Laurel St, Columbia, SC 29201

columbiasc.net

(803) 490-8496

Open now: 8AM–9PM

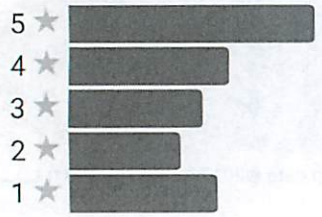
Popular times Mondays







Review summary



3.3

★★★½☆

276 reviews

"Not a bad **place** to go during the day and walk your **dogs** or just hand out"

"There's alot of homeless **people** and they took the **playground** out."

T "Very nice **area** to bring the **family** out to."

People also search for

View more

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

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

PURPOSE: **Gills Creek Maintenance and Security Agreement**
Lower Richland Sewer Agreement
Fire Services Agreement
Bike Share
Columbia Canal
Security Cameras
City/County Contract

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, 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)**

PURPOSE: **Utility Relocations for Penny Projects**
Proposed Alvin S. Glenn Detention Center Drop-off Resolution
Columbia-Richland 911 Communications Center
R-2017-118 adopt Motor Vehicle Pursuit Policy
R-2017-119 adopt Use of Force Policy
Columbia Canal
Stormwater Fees
Ordinance 2017-109 add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2**

PURPOSE: **Office of Business Opportunities**
Municipal Court
City Council

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Boy Scouts of America Troop 10**

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the September 5, 2017 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_09_05_2017_D (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

The Columbia City Council met for a Work Session on Tuesday, September 5, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:20 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

The Honorable Edward H. McDowell offered the Invocation.

CITY COUNCIL DISCUSSION

1. One Columbia for Arts and History Update - Mr. Lee Snelgrove, Executive Director of One Columbia

Mr. Lee Snelgrove, Executive Director of One Columbia presented an annual update to the members of Council. He described how their projects relate to the City's goals. He reported that a tremendous amount of public art has been completed and sixteen new pieces were installed in 2017. One Columbia has created 26 pieces of public art since the inception of the program. He reported that yarnbombing and painted crosswalks have drawn attention at weekend events. One Columbia helped to create the Office of Poet Laureate and he continues to create unique poetry for the State of the City along with ways to share poetry publicly. We facilitate First Thursdays along with partners along Main Street. We facilitate a lot of different projects to include Poetry Out Loud; the creation of *Fall Lines;* the Jasper Project in collaboration with Richland Library; and we had a leadership role in coordinating Girls Rock. In 2010, the Cultural Council of Richland/Lexington County worked with the Americans for the Arts and One Columbia worked with them in 2016. He announced that the 2017 Arts and Economic Prosperity Report provided evidence that the non-profit arts and cultural sector represent a significant industry in the Greater Columbia Area–one that generates $64.7 million in total economic activity. The arts and cultural sector also supports 2,630 full-time equivalent jobs, generates $55.1 million in household income to local residents, and delivers $7.3 million in local and government revenue. In 2018, One Columbia will work to create a cultural plan to help connect the arts community and to make sure the citizens of Columbia and surrounding areas have access to share in Columbia's culture.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

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

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON Risk Services South, Inc. said there is a need to cover increased costs. She said bringing these changes all at once will bring significant disruption to your employee group. If we implemented this in one year, the total value of these changes would be $488,000, which is 1.4% of your total claim costs. You should make small adjustments to make sure the cost sharing with employees is appropriate and to protect the City from experiencing significant increases in the cost of the plan. We will put a strategy together to help prevent having to make changes all at once in the future. She reviewed the current plan design that includes three PPO programs. She concentrated on the changes to the network side of the plan. You have a platinum plan and two gold plans. We are proposing that you differentiate the plans from each other to make three distinct choices for your employees based on their family needs and their budget. Over a course of three years, we'd like for you to have a mid-level gold plan, a mid-level silver plan, and a bronze-level plan. The goal is to bring the base plan down to a bronze-level plan; this plan should fit into the budget of almost any employee that you hire. It is an affordable plan. Your core plan would then become your mid-level silver program; it will be most attractive to the majority of employees, especially families and those with occasional healthcare needs. Your buy-up plan would become your middle level gold plan. This tends to be for those with significant health concerns and it usually has the poorest experience of all of the offerings that are made available to employees. Of these potential changes, we are touching all of the plans. In year one, we will implement the changes that will have the most significant impact in terms of costs and the least impact for disruption to your employees. This includes increased deductibles and out-of-pocket maximums. This will reduce costs by $373,000 to the claimant. The other change to co-pays is introducing a specialty drug tier to the prescription plan. These specialty medications are currently at your non-preferred benefit level for prescriptions and costs $60 for the base plan. We propose that you add the specialty tier and raise that to $145 for the base plan; $135 on the core plan; and $125 on the buy-up plan. She asked Council to consider these changes for the plan year. In year two, we will impact the pharmacy. We also suggest that you change the office visit co-pays from $35 for primary care physicians and $45 for specialists to $50 and $60 on the base plan; to $40 and $50 on the core plan; and $30 and $40 for the buy up plan. The other change that would move your pharmacy program into something that's more adaptable is to move away from the generic, preferred brand and brand labels and move to tiers 1, 2, and 3. In doing so, you are allowing a pharmacy benefit manager to put the least expensive mediations for a disease treatment category and getting away from generics, because we've found that some generics can be more expensive that a multi-source brand or your preferred brand. The pharmacy benefit manager can put the medications into a tier according to their pricing and consider the outcome of the efficacy of a

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particular medication. As part of that change would be to raise your copays and create three distinct pharmacy plans. You would raise tiers 2 and 3 on the base plan to $50 and $70; $45 and $65 on the core plan; and $40 and $60 on the buy-up plan. This will create some disruption, but it is an adjustment that the City should make and it will be more reflective of what is going on in pharmaceutical industry. In year three, we are going to establish and recommend that you start to address small changes in your plan periodically and on a systematic basis. You would address your out-of-pocket to better reflect the medical trend and the higher cost of receiving treatment for health concerns and in doing so it gets back to the employees absorbing small budget changes. You would raise it to the Affordable Care Act (ACA) limit, assuming that it is the status quo there will be a new limit maximum. The base plan would then become truly a bronze program in year three. Also, you would make small changes to both the core and the buy-up plans in year three reflecting the medical trend. The major change to the base plan to bring it to a bronze is to remove the copays and treating it more like a consumer driven approach and keeping it inexpensive, affordable, and attractive. The last option is a health savings account eligible program, which opens up the possibility of making that plan a bonus plan. It's a possible transition from the Health Reimbursement Account (HRA) to a Health Savings Account (HSA). Consider moving your programs to being a more consumer driven approach.

Councilor Devine said the employees would not pay copays. She asked if once they reach their deductibles would their costs be a percentage that we'd set.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said it would and it reflects the current percentage that's on the plan, which is 70% in-network. You may change it at some point, but the percentage stands for the deductible and coinsurance.

Councilor McDowell said we don't know where the ACA will be; propose nothing happens. He asked what the minimum rate would be.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said if the ACA goes away and we no longer have a maximum cap on out-of-pocket expenses, by year two you will be closer to a strategy and by year three you will be making changes. The plan is currently set very close to the maximum out-of-pocket that the ACA allows and there is an increase every year. She reviewed a chart of the plan changes, while noting that rather than coming up with the $488,000 in savings in one year, we spread it out starting with $373,000 and adding some of the smaller changes as the years go by.

Ms. Teresa Wilson, City Manager asked if the savings are listed for each year.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said yes; except for year three, because we don't know what the medical trend will be. It's difficult to say what the pharmacy savings will be in year two, but there will be some savings. She reiterated that the savings for year one is $373,000. She began reporting on the contribution strategies, while noting that the claim experience is different for each plan. Employees and retirees not pay for 13% of the total cost of the plan. The contribution for the base plan is slightly below 3% and it goes up by plan design, but not significantly. Most employers in the private sector are going to the 80/20 or 75/25. You are at the high end of employers paying on behalf of employees. Your pre-65 retiree costs are 117% higher than active employees and they only make up 14% of your enrollment, but they also represent 27% of your claims. She suggested that Council consider having their contributions tracked separate from active employees. The buy-up plan is 88% higher in costs than the core plan and 242% higher in costs than base plan. While you have a differential between the three plans in contributions, it's not tracking with this particular statistic.

Councilor Devine said it makes sense for the buy-up plan to have higher claims costs since most people with the buy-up plan have more health issues.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON agreed with Ms. Devine's assessment. She continued to report that salary banding is an approach that some employers use when they are struggling with how much to raise contributions for the employees. Salary banding is having the higher paid group of employees pay more in contributions than your lower paid employees. She reported that 83% of the City employees make $50,000 per year or less. This reverse discrimination approach would not have much of a financial impact.

Mayor Benjamin asked about the average amount that employees and retirees pay in contributions.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said at least 20%. She reported that other options for controlling the cost of the plan include increasing the tobacco surcharge to $100 and having a corresponding tobacco cessation program; adding a $100 spousal surcharge for those that have double coverage or access to coverage. Some even have a spousal exclusion for those who access to another plan.

Councilor Duvall asked if we have coordination of benefits if they do have another plan.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said you do have coordination of benefits; their plan pays first and then your plan picks up the difference of what they would otherwise pay. It is a complicated calculation and it never ends up at 100% coverage.

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It is a waste of money if you are paying two premiums. You would probably have a nice drop off of people who have double coverage now or who choose you because yours is the most attractive.

Councilor Devine inquired about the percentage of claims per salary group. She said the claims are probably higher for employees in a lower band versus the higher band.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said that information is covered by HIPPA Privacy. We can identify high dollar claims, but we can't tell who it is. She continued to report that there are many different options for contribution strategies. She presented the 2018 funding projections for active employees for each plan. The City would end up with $2.5 in increased costs if the contribution rates remained the same. The employees are paying nearly 3% for the base plan; 6.5% for the core plan; and 12% for the buy-up plan. The employer is paying 97% for the base plan; 93% for the core plan; and 88% for the buy-up plan. She reviewed the 2018 proposed contributions for active employees. We've increased the percentage of the contribution for each plan. We increased employee only to 10% and there were subsequent increases on the other dependents. That protected the employee-child only where you will find most of your single parents. We brought the core plan up to 15% for the employee and 20% for dependents. It's 20% for employees on the buy-up plan and 27% for dependents. We've eliminated $1.5 million in exposure to the City. We recommend that you do make some changes and that they be heavier on the buy-up and core plans and lighter on the base plan.

Councilor Duvall said if we do nothing it will be a $2.6 million increase and if we accept your proposal it's only $1 million.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said correct or anywhere in between. This is a snapshot based on current enrollment broken out between active employees and pre-65 retirees. If we make the plan changes, there will be less of a deficit for you to make up. It gives you an idea of how the contributions can offset increases for the City.

Councilor Duvall asked how much impact the spousal surcharge would have.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON estimated that 10% of spouses would fall off and another 5% would pay the $100 surcharge. She presented the 2018 funding proposed contributions for pre-65 retirees, noting that there should be more of an increase and a higher contribution for this group of retirees that are flowing through the active employee program as well. By moving the contributions up for you could virtually eliminate the increase that comes along with the 2018 funding requirement.

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Mayor Benjamin inquired about the preliminary, non-committal long-term liability.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said in combination with maintenance plan design changes, appropriate disease management programs, increased engagement on your wellness programs, you would want to set your rates of trend between 5% to 7%. You should be able to see a trend line start to establish itself for your group. We propose that you should be able to see that stabilize below where that is now. In closing, she noted that open enrollment is scheduled for October 1, 2017. She urged Council to vote on contributions and plan design changes by the next meeting.

Councilor Duvall said he likes the proposed contribution and plan design changes. He suggests the $100 surcharge for spouses.

Councilor Davis inquired about the financial impact of the $100 surcharge.

Councilor Devine said she doesn't support the banded differential, because there is no real rationale to doing that.

Councilor Rickenmann said the numbers are skewed in the banded differential. He is interested in creating a plan that's sustainable for the long-haul.

Councilor McDowell asked why the pre-65 retirees' claims are higher.

Ms. Cindy McCartney, Health and Benefits Senior Leader for AON said it is a consolidated group of people and it is typically people ages 50 to 65. The older we become, the more costly it is to take care of our health. She clarified that the contributions are the same for pre-65 retirees and active employees. It is an increase across the board, but the retirees are getting a larger increase.

Mr. Eric Atwater, FSA, EA, MAAA, Partner at AON Hewitt said we are actuaries and not lawyers; we do not practice law and we do not give legal advice. We spent the last six weeks collecting data and replicating the results of your previous actuary. We were able to replicate their results to within 3%. Currently, 3% to 4% of your workforce is eligible for retirement and 25% of your workforce will retire in ten years. The City's pay-as-you-go cost is expected to remain level around $10 to $12 million, because of the changes you've made with the defined dollar benefit. He clarified that he isn't recommending the options being presented here today. We want to show you the impact of the numbers and walk you through the pros and cons. The changes are being grouped into these categories: plan design strategies, buy-out option strategy;

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and funding strategies. The plan design options have the biggest savings. He presented the plan design levers for future hires, active employees hired after 2009 and all active employees over a 30-year period.

Councilor Duvall asked if the defined benefit sets a limit on how much we pay for retirees post-employment.

Mr. Eric Atwater, FSA, EA, MAAA, Partner at AON Hewitt said yes. The changes presented by Cindy directly impact the retiree and reduce their costs. From an OPEB standpoint, you are fixed at what you will pay and the City's commitment to pay $300 does not change. He continued to report that the City has $40 million for buy-outs, but the only way to save money is to offer them less than the present value of the liability. He presented a chart outlining the financial impact of offering buy-outs.

Mayor Benjamin inquired about the present value of a future retiree.

Mr. Eric Atwater, FSA, EA, MAAA, Partner at AON Hewitt estimated that it is $30,000 per individual. He continued to report on the funding options, while noting that the Governmental Accounting Standards Board is opposed to entities issuing debt to fund the OPEB liability. He said state law also sets the City's debt limit. He presented a scenario to fund the liability over 30-years using the $40 million. This scenario would save the City $15 to $20 million through an irrevocable trust. He presented a chart comparing the City's OPEB contributions over the next 30-years using pay-as-you-go, the scenario to fund over 30 years, or borrowing additional funds. He suggested that the City consider funding the liability, because it would have less impact. If you offer the buy-out you should also consider if you want to continue offering retiree medical.

There was an in-depth discussion about the impact of funding the liability.

Mr. Eric Atwater, FSA, EA, MAAA, Partner at AON Hewitt reviewed the pros and cons of the plan design strategies, the buy-out and the funding strategies.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:21 p.m. as amended to include the discussion of the Adams Reese Conflict Waiver with **Item 3** and the removal of parking agreement from **Item 5**.

3. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
   - *Carolina Water Service*
   - *Penn Branch*
   - *Bond Hearings and Criminal Procedure*

4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
   - *Homeless Services*
   - *Convention Center*
   - *Healthcare*

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

6. Receipt of legal advice which relates to pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
   - *Bennett v. Allman*

Council adjourned the Executive Session at 6:05 p.m. to convene the regular meeting.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

COUNCIL MEETING

The Columbia City Council conducted a meeting on Tuesday, September 5, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as amended to add **Item 33** *(Resolution No.: 2017-089 - Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 9, 2017)* to the Consent Agenda.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

7. Council is asked to approve the May 9, 2017 and June 20, 2017 City Council Minutes

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the May 9, 2017 and June 20, 2017 City Council Minutes.

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

CONSENT AGENDA

Mr. Joey Jaco, Utility Operations Director explained that Item 26 (Project SS723618) is the renewal of a 10-year contract with CDM Smith to shepherd us through the Consent Decree. We are above the 25% participation goal for sub consultants for the project. We are also improving how we do business. The Consent Decree begins with programs that make sure we are doing business as we should and the majority of the programs have been setup. We will begin negotiations for ending the Consent Decree in 2027 if we stay on track. It is also referred to as the Clean Water 2020 Program.

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 8** through **33**.

8. Council is asked to approve an Agreement for Professional Services to Advise, Amplify and Advocate for Strengthening and Unifying the Arts and History Community. Award to One Columbia for Arts and History in the amount of $83,800.00. *Funding Source: The original budgeted amount is $83,800.00. - Approved*

9. Council is asked to approve a Contract Renewal for Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc., in an amount not to exceed $316,764.00. This vendor is located in Graham, NC. *Funding Source: Fire Suppression-Safety Clothing and Supplies; 1012303–625900. The original budgeted amount is $316,764.00. - Approved*

10. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the Fire Department. Award to Motorola, Inc., using the SC State Contract in the amount of $129,600.00. This vendor is located in Blythewood, SC. *Funding Source: Fire Department - Maintenance & Service Contract; 1012303-638200. The original budgeted amount is $129,600.00. - Approved*

11. Council is asked to approve the Purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2017/2018, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of $295,350.00. This vendor is located in Blythewood, SC. *Funding Source: Police Department - Other Lease/Rental; 1012402 - 636500. The original budgeted amount is $295,350.00. - Approved*

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12. Council is asked to ratify the approval of a Contract Renewal for Records Management Software Maintenance and Services for Fiscal Year 2017/2018, as requested by the Police Department. Award to Tritech Software Systems in an amount not to exceed $178,150.58. This firm is located in San Diego, CA. *Funding Source: Police Administrative Services- Maintenance and Service Contract; 1012402 - 638200.The original budgeted amount is $178,150.58. – Approved*

13. Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Police Department. Award to Lawmen's using the SC State Contract in the amount of $59,535.00. This vendor is located in Columbia, SC. *Funding Source: Police Department – Uniforms and Clothing; 1012402 –624100. The original budgeted amount is $59,535.00. - Approved*

14. Council is asked to approve the Kronos Support Services Renewal, as requested by the Information Technology Department. Award to Kronos Incorporated, in the amount of $80,510.49. This vendor is located in Chelmsford, MA. *Funding Source: General Admin Information Tech- Maintenance and Service Contract 6218950-638200. The original budgeted amount is $80,510.49. - Approved*

15. Council is asked to approve the Purchase of the Annual Licenses for Banner CIS Utility Billing Software, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of $116,723.20. This vendor is located in Columbia, SC. *Funding Source: General Admin Information Tech- Maintenance and Service Contract 6218950-638200. The original budgeted amount is $150,000.00. - Approved*

16. Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2017/2018, as requested by the Information Technology Services Department. Award to Mythics, Inc., in the amount of $179,862.92. This firm is located in Virginia Beach, VA. *Funding Source: Information Technology: Maintenance and Service Contract; 1011120- 638200. The original budgeted amount is $179,862.92. - Approved*

17. Council is asked to approve the Annual Drinking Water Fee, as requested by Columbia Water. Award to SC DHEC in the amount of $58,002.00. *These fees were included in the FY 17-18 Budget. Allocation of funds will be split 50/50 between 5516206 and 5516207. The original budgeted amount is $86,000.00. - Approved*

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18. Council is asked to approve the Purchase of seven (7) Ford F-250 Vehicles, as requested by Columbia Water. Awarded to Vic Bailey Ford, using the SC State Contract in the amount of $206,626.00. This vendor is located in Spartanburg, SC. *Funding Source: Water Distribution and Maintenance-Auto Trucks, Heavy Equipment Capital; 5516203-658500. The original budgeted amount is $206,626.00. - Approved*

19. Council is asked to approve the Purchase of Morris Pumps, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Heyward Services, Inc. as a Sole Source in the amount of $50,000.00. This vendor is located in Charlotte, NC. *Funding Source: Utilities Metro Wastewater Plant: Small Hand Tools and Other Equipment; 5516208- 623100. The original budgeted amount is $50,000.00. - Approved*

20. Council is asked to approve the Purchase of Allen-Bradley Controls, Drives and Rockwell Software, Parts and Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Englewood Electric Supply, as a Sole Source in the amount of $80,000.00. This vendor is located in West Columbia, SC. *Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208- 658300. The original budgeted amount is $80,000.00. - Approved*

21. Council is asked to approve the Purchase of Parts and Services for the Separation System at the Metro Wastewater Plant, as requested by Columbia Water. Award to JWC Environmental, as a sole source in an amount not to exceed $93,000.00. This vendor is located in Los Angeles, CA. *Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208-658300. The original budgeted amount is $93,000.00. - Approved*

22. Council is asked to approve the Purchase of Pump Repair Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood, Inc., as a Sole Source in an amount not to exceed $146,000.00. This vendor is located in Sanford, NC. *Funding Source: Utilities Metro Wastewater Plant: Machinery and Equipment; 5516208- 658300. The original budgeted amount is $146,000.00. - Approved*

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23. Council is asked to approve Project SR8047; Bank Restoration for Pinner Road as requested by Columbia Water. Award to LAD Corporation, a Woman Owned Business Enterprise and a Local Business Enterprise, using the SC State Contract in an amount not to exceed $79,695.00. LAD Corporation is located in Swansea, SC. *Funding Source Capital Improvement Project Cost 5549999-658650. The original budgeted amount is $81,235.00. - Approved*

24. Council is asked to approve the Purchase of Water Meters, as requested by Columbia Water. Awarded to Mueller Systems, LLC of Cleveland, NC in the amount of $509,407.76 and Badger Meter, Inc. of Milwaukee, WI in the amount of $100,782.00 for a total amount of $659,004.94. *Funding Source: Water Distribution & Maintenance - Meters, Parts, and Supplies 5516203 - 625600. The original budgeted amount is $850,000.00. - Approved*

25. Council is asked to approve a Contract Extension for Water and Wastewater Chemicals, as requested by Columbia Water. Award to the lowest bidders of each lot in an amount not to exceed $861,385.00. *Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP- Chemicals 5516207-624800 and Utilities Metro Wastewater Plant - Chemicals 5516208-624800. The original budgeted amount is $861,385.00. - Approved*

26. Council is asked to approve Contract Amendment #5 for Project SS723618; Consent Decree Program Management Services for Fiscal Year 2017/2018, as requested by Columbia Water. Award to CDM Smith in the amount of $5,300,000.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS723601-658650 and 5529999-SS728601-658650. The original budgeted amount is $5,300,000.00. - Approved*

The following sub-consultants will provide additional services:

Grice Consulting, Group, LLC, a Minority Business Enterprise of Columbia, SC will provide document control support services at $341,684.00 (6.5%) of the contract value.

DESA, Incorporated a Small, Minority, Woman Owned Business Enterprise of Columbia, SC will provide public outreach, construction inspection and document control support services at $251,520.00 (4.7%) of the contract value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS Implementation and support services at $207,900.00 (3.9%) of the contract value.

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Comprehensive Business Consultants, a Minority Business Enterprise (Woman Owned) of Columbia, SC will provide program control analyst services at $167,800.00 (3.2%) of the contract value.

Civil Engineering Consulting Services, Incorporated, a Minority Business Enterprise (Woman Owned) of Columbia, SC will provide utility coordination, subsurface utility engineering, construction inspection and project management services at $272,096.00 (5.1%) of the contract value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide construction management review and inspection services at $110,500.00 (2.1%) of the contract value.

27. Resolution No.: R-2017-059 - Authorizing consumption of beer and wine only at Soda City Antique & Vintage Show on Saturday, November 4, 2017 with a rain contingency of Saturday, November 11, 2017 - *Approved*

28. Resolution No.: R-2017-076 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Thursday, September 28, 2017 - *Approved*

29. Resolution No.: R-2017-079 - Authorizing consumption of beer and wine only at the Dinner on Main Street on October 8, 2017 - *Approved*

30. Resolution No.: R-2017-080 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 19, 2017 with a rain contingency of November 26, 2017 - *Approved*

31. Resolution No.: R-2017-084 - Authorizing consumption of beer and wine beverages only within the Amphitheater and adjacent grass field areas of Finlay Park for the New Wine 10K on Saturday, December 16, 2017 - *Approved*

32. Resolution No.: R-2017-088 Amending Resolution No.: R-2017-025 Amending Resolution No.: R-2017-025 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2017 on Main Street on Friday October 20, 2017 and Saturday, October 21, 2017 to change the closing time of the half block area of the 1200 block of Main Street on Friday, October 20, 2017 for stage set up and sound check for the evening concert - *Approved*

33. Resolution No.: R-2017-089 - Authorizing Eau Claire Unity Festival and consumption of beer and wine only at Hyatt Park and Eau Claire Town Hall on Saturday, September 9, 2017 - *Approved*

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COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

PRESENTATIONS

34. August 2017 Employee of the Month - Ms. Pamela Benjamin, Director of Human Resources

Ms. Teresa Wilson, City Manager recognized Ms. Charlene Harvey, Human Resources Specialist as the August 2017 Employee of the Month.

35. Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ended June 30, 2016 - Ms. Jennifer Broughton, Past President of the Government Finance Officers Association of South Carolina

Ms. Teresa Wilson, City Manager said she takes great pride in recognizing the Finance Department; this is becoming a regular habit.

Ms. Jennifer Broughton, Past President of the Government Finance Officers Association of South Carolina presented the City of Columbia with the prestigious Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ended June 30, 2016.

Ms. Jan Alonso, Finance Director says she has an amazing staff that makes this all possible.

36. Recognition of Miss Kiara Hayes as the National Bronze Medal Winner of the NAACP ACT-SO Olympics - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said the NAACP is the nation's oldest and largest Civil Rights organization. For decades, it has hosted the Afro-Academic, Cultural, Technological & Scientific Olympics. He recognized Ms. Kiara Hayes for achieving the National Bronze Medal. When we believe and invest in our young people they will step up and make it happen.

Miss Kiara Hayes, Senior at Ridge View High School said this award has given her a greater appreciation for the gift she has been given. She vowed to use her gift for the future and to follow her passion.

37. Laura Spong Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed Tuesday, August 5, 2017 as Laura Spong Day in the City of Columbia.

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Mrs. Laura Spong thanked the members of Council for supporting their dream for Vista Storm Water. She also thanked Fred Delk, Executive Director of the Columbia Development Corporation for his support.

Mayor Benjamin noted that Council approved an agreement for professional services to complete a new cultural plan for the City and the region as well.

38. Diaper Need Awareness Week Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed the week of September 25, 2017 through October 1, 2017 as Diaper Need Awareness Week in the City of Columbia.

Ms. Ayanna White, Executive Director of Power In Changing said the organization began in 2015 and helped 500 families during the flood. The diaper need in Columbia is great and there are no social assistance programs to help with this. She reported that one in three families face diaper needs and we are here to meet that basic need. We also offer parenting classes.

39. Kinship Care Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed September 2017 as Kinship Care Month in the City of Columbia.

Ms. Erin G. Hall, Chief Executive Officer of the Palmetto Association for Children and Families said quite a number of kids in South Carolina are cared for by grandparents, aunts, uncles, cousins, and other family members. We wanted to recognize their incredibly hard work. She announced that Kinship Care Summits will be held this week in Columbia, Charleston, and Greenville.

40. Supporting the Goals of Solarize South Carolina Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed Tuesday, September 5, 2017 as Supporting the Goals of Solarize South Carolina Day in the City of Columbia.

Ms. Sara Rajca, Community Outreach Manager for Solarize South Carolina said the sun shines every day and the campaign is about educating residents about solar energy and empowering residents to make the best decisions for their homes.

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41. Annual Cross Cultural Conference - Mr. James Starnes, President of The Action Council for Cross-Cultural Mental Health & Human Services, Inc.

Mr. James Starnes, President of The Action Council for Cross-Cultural Mental Health & Human Services, Inc. announced the 40th Annual Cross-Cultural Conference to be held on February 15-18, 2018 in Myrtle Beach. The organization was founded to provide training for social workers. We have provided thousands of hours of training to social workers, nurses, and counselors. Services are provided in a culturally competent manner. We are hosting a gala at the Columbia Metropolitan Convention Center featuring the renowned Jazz Artist Wycliff Gordon. We will be honoring Palmetto Health for all the work they do in our community.

Ms. Margie Hammond said jazz is her absolute passion and Columbia is growing into a significant jazz community. We would like your support of this endeavor.

Mr. James Starnes, President of The Action Council for Cross-Cultural Mental Health & Human Services, Inc. said we need to fill the Convention Center and we would be grateful for anything you could do to help with that.

Mayor Benjamin and the members of Council wished Mr. Starnes a happy birthday.

SIDEWALK VENDING PUBLIC HEARING - ORDINANCE FIRST READING

42. Ordinance No.: 2017-067 - Granting a Franchise to Mark 8:36 LLC dba Chick-Fil-A at Five Points for operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street - *Denied*

Council opened the Sidewalk Vending Public Hearing at 6:50 p.m.

Mr. John Thrash, Co-Owner of Pita Pit in Five Points and Main Street appeared before the Council in opposition to the matter. We've invested $500,000 to upgrade the building at 1332 Main Street. I could've chosen to put a cart on Main Street and operate without a big investment. The vendor carts are a great thing for a small entrepreneur. This is an opportunity for the City to consider the definition of a cart. Other chain restaurants could also setup vendor carts and compete with the businesses on Main Street.

DRAFT

Mr. Matthew Bridges, Co-Owner of Drakes Duck In at 1544 Main Street appeared before the Council in opposition to the matter. He said granting a street vendor's license to a national chain subverts the purpose of this license. The license is intended for a small specialty food stand, not to supply backdoor access for a national chain to increase revenue with little or no investment in the district. He said Chick-Fil-A wants to capitalize on the favorable environment that we have all fostered. If Chick-Fil-A truly wants to be a part of the district they should buy or lease a building, build a kitchen, pay employees, and contribute to taxes in that district.

Mr. David LaVigne, Co-owner of Stoners Pizza Joint at 1332 Main Street appeared before the Council in opposition to the matter. We sold our pizza franchise in Pooler, Georgia to move to Columbia. We looked at many locations and decided that Main Street is where we wanted to be. We are not opposed to competition, but we are concerned about them not having to pay for the spot they are leasing. That should not be part of the deal in the Columbia area.

Ms. Beverly Shreve, Co-owner of Stoners Pizza Joint at 1332 Main Street appeared before the Council in opposition to the matter. We researched a lot of areas. My family started Stoners, there are 23 locations, and we plan to open several stores in the Columbia area. We decided on the downtown district, because of the revitalization. I have an issue with someone being able to come in and not having to pay rent or taxes.

Mr. James Bennett, Applicant and Franchise Owner of Chick-Fil-A Five Points said there is a lot of misinformation out there. We are not a corporate plate; we are Chick-Fil-A, Inc. I employ 120 employees and I pay my taxes. I have guests saying that they can't get to the Five Points location during their lunch break. The Main Street location was closed, because it couldn't support a drive-thru, which is 60% of the business. I've lived here for three years and my daughter went to Dreher High School. Some of the concerns are untrue. If you look at my donations, you will see that I've been generous to the community as a franchise owner. This is an opportunity for us to continue to grow. I plan to hire another 120 employees. We just started 401(k) plans and profit sharing for every team member. I am trying to create jobs for people that live in Columbia.

Ms. Rachel Anderson, Sales Director for Chick-Fil-A Five Points appeared before Council in support of the matter. She said Mr. Bennett provides 401(k), health insurance and financial advice for all employees. Mr. Bennett is the only owner doing that and I strongly believe in his vision. This is not a corporation; it is an individual who pays taxes.

Ms. Marian Kelly, Main Street Residents Association appeared before the members of Council in opposition to the matter. She said she hasn't spoken with a resident who supports this. She asked Council to deny the request. The location is a poor choice.

DRAFT

Mr. Jeremy Becraft, General Manager for Mast General Store appeared before the members of Council in opposition to the matter. He urged Council to support the businesses that have made an investment on Main Street. New businesses have made investments to be on Main Street and this isn't fair to them.

Ms. Martha Fowler, Main Street property owner appeared before the members of Council in opposition to the matter. We are making a huge investment in Main Street. The 1600 block looks nothing like it did five years ago. I eat at Chick-Fil-A all the time. Main Street has a lot of locally owned and operated small businesses with character. You need to be a part of the entire community. I don't think Chick-Fil-A is the answer. I would like for us to think about the designated spots we have for carts now.

Mr. Chris Zouras, Main Street resident appeared before the members of Council in opposition to the matter. He said traffic is an issue at the Chick-Fil-A in Five Points and on Bush River Road. This would also skim some of the meals being sold by other vendors who were on Main Street prior to the revitalization. There are six retailers on the block of Main Street at Lady Street. He asked Council to deny this food cart and any other cart until the majority of the vacant locations are occupied.

Mr. Jonathan Bohenberger, Chick-Fil-A Five Points employee appeared before the members of Council in support of this matter. He said Chick-Fil-A is a people company that just happens to sell chicken. We aren't looking to come to Main Street to make profits and leave. We are looking to serve good food at a good price with a reasonable wait.

Council closed the Sidewalk Vending Public Hearing at 7:13 p.m.

Councilor Duvall said the issue of Chick-Fil-A on Main Street has been bubbling up for a couple of months now. Our code under Business Licenses is very specific about carts and vending and how that is accomplished on Main Street. He read the City's definition of cart, vendor, and permitted merchandise. It doesn't say chicken, but prepackaged sandwiches might include a chicken sandwich. The application talks about 5x5 easy-up tables set inside a tent to hold a register. The food is cooked at the store and transported in a temperature management system. Everything is powered by electric generators. That does not meet the definition of a cart. I would move to deny the franchise and if that is successful I'd like to make a second motion.

Mr. McDowell seconded the motion.

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Councilor Rickenmann said he is cautioned in this discussion, because this ordinance has been here and those locations have been picked out. It concerns me that we're deciding now that we don't want a national chain to be involved. Where do we draw the line? Mr. Duvall read the ordinance to you, but we don't enforce that equally. I'm struggling, because I hear the plight of the folks who've made investments. I also hear a franchisee who wants to deliver what his customers want. He has filed an application and now we are picking winners and losers in this conversation. I'm concerned about where we are headed with this. We have a great investment from a lot of people. The applicant followed the letter of the law. If we want to deny this application because of what Mr. Duvall described in the application then we need to go see the two other vendors on Main Street who not follow this law. Going forward, I want to make sure that we are giving everybody an opportunity and that we are applying the law equally. He thanked Mr. Bennett for the donations during the flood. If there is a technical problem then that should have been addressed before today. I know that we helped some of the people on Main Street to make the investment; they didn't do it all by themselves.

Mayor Benjamin said we are thankful for the overall spirit of entrepreneurship. We are thankful for the investments made here in Columbia. It is important that we don't allow the perfect to be the enemy of the good. I'm not sure that this application is within the spirit of what we are trying to do. There may be some other aspects of the current ordinance that this application may not be consistent with. I am thankful for Mr. Bennett's investment in Five Points and the investment that so many of you are making every single day to make the central business district a special place to be. We will be loading a truck from Southeastern Freight on tomorrow to go to Houston so we know how important the role of a corporate citizen is. Chick-Fil-A's decision to leave Main Street wasn't just a business plan; there were separate issues that played into that and if they had the choice, they'd still be on Main Street.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted three (3) to three (3) to deny Ordinance No.: 2017-067 - Granting a Franchise to Mark 8:36 LLC dba Chick-Fil-A at Five Points for operation of a stationary sidewalk vending cart at the northeast corner of Main Street and Lady Street. Voting aye were Mr. Duvall, Ms. Devine and Mayor Benjamin. Mr. Rickenmann, Mr. McDowell, and Mr. Davis voted nay.

Councilor Davis said it is unfair to vote to disapprove this. The issues should've been settled prior to him making application.

DRAFT

Mr. Duvall moved to refer a review of Section 11-251 Sidewalk Vending to the Economic and Community Development Committee chaired by Mr. Davis to review the ordinance that was written in 2002 to update it to modern classifications of carts and that while that review is taking place we do not issue any franchises until the ordinance is brought back to Council.

Mr. McDowell seconded the motion.

Councilor Devine agreed that this is an old ordinance. She urged the committee to determine whether or not being a part of a chain, franchise or national company will automatically prohibit you from being a part of sidewalk vending. I would worry about legal ramifications to making that forgone conclusion. We have to balance the needs of a growing community. I hope we can come back with an ordinance that addresses that.

Councilor McDowell said the motion gives the committee a chance to look at this in a clear and concise way to determine what the new ordinance might include as it relates to any business.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to refer a review of Section 11-251 Sidewalk Vending to the Economic and Community Development Committee chaired by Mr. Davis to review the ordinance that was written in 2002 to update it to modern classifications of carts and that while that review is taking place we do not issue any franchises until the ordinance is brought back to Council.

ORDINANCES - FIRST READING

43. Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC.

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

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10. Mayor Benjamin abstained from voting due to a potential conflict of interest.

Councilor McDowell recognized Michael Trombino as one of the City's newest business owners. He will use electric cars and I am very impressed with what he brings to our City.

Mr. Michael Trombino, Owner of Slidr, LLC said we look forward to bringing Slidr to Columbia. It's an electric, on-demand service using 100% electric vehicles to transport people downtown via a mobile app.

ORDINANCE - SECOND READING

45. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS # 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p) - *Approved on second reading.*

Ordinance No.: 2017-068 - Annexing 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11(p), 28900-01-10(p) and 28900-01-09(p) – *Approved on second reading.*

Council District:4

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

Applicant: Woodcreek Development, LLC

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

PC Recommendation:07/18/17: Annex, Assign Interim Land Use and Interim Zoning; Approval (9-0)

First reading approval was given on August 15, 2017.

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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment for 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS # 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p) **and** Ordinance No.: 2017-068 - Annexing 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11(p), 28900-01-10(p) and 28900-01-09(p). Mayor Benjamin abstained from voting due to a potential conflict of interest.

STAFF REPORT

46. Homeless Services - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Melisa Caughman, Budget and Program Management Director said the agreements for homeless services during the period of July 2017 to June 2018 are on your agenda for approval. She introduced Ms. Sarah Fawcett as the new President and CEO for United Way of the Midlands. She recognized the other service providers who were in attendance.

Mayor Benjamin said we look forward to spending more time over this next year refining and taking on the charitable influence of homelessness and the challenges we have to face together. He thanked the service providers for the work they do for some of the most vulnerable citizens of this City.

RESOLUTIONS

Upon a single motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve **Items 47** through **50**.

47. Resolution No.: R-2017-050 - Authorizing the City Manager to execute a Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2017-2018 - *Funding Source: Homeless Services; 1018410 - Approved*

48. Resolution No.: R-2017-070 - Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands - *Funding Source: Homeless Services; 1018410 - Approved*

DRAFT

49. Resolution No.: R-2017-071 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2017-2018 - *Funding Source: Homeless Services; 1018410 - Approved*

50. Resolution No.: R-2017-073 - Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center - *Funding Source: Homeless Services; 1018410 - Approved*

51. Resolution No.: R-2017-052 - Adopting a City Street and City Facilities Naming Policy – *Consideration of this item was deferred.*

Councilor Devine expressed concerns about the designations being limited to one per councilmember per year. She suggested that at-large members should have more. She also expressed concerns about the designations having an expiration date and requiring the honoree to have lived or worked in the area.

Councilor McDowell accepted Ms. Devine's amendments to the City Street and City Facilities Naming Policy. The updated policy will be scheduled for Council's consideration on September 19, 2017.

52. Resolution No.: R-2017-087 - Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03 - *Funding Source: 5310000-150100. The original budgeted amount is $772,100.00 - Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2017-087 - Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03.

OTHER MATTERS

53. Council is asked to approve the installation of additional street lighting on Eureka Street and the Highland Park Neighborhood, as requested by the Traffic Engineering Division.

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Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the installation of additional street lighting on Eureka Street and the Highland Park Neighborhood, as requested by the Traffic Engineering Division.

54. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Mr. Matthew Koleske doing business as SC Pedal Parlor, LLC located 2077 Pavilion Tower Circle, Columbia, SC 29201. - *The applicant is planning to place one (1) pedicab into service and will add additional pedicabs at a later date.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Mr. Matthew Koleske doing business as SC Pedal Parlor, LLC located 2077 Pavilion Tower Circle, Columbia, SC 29201.

55. Council is asked to allocate up to $250,000 from Liquor Rebate funds for eligible capital expenses for the Hyatt Park Improvement Project. - *Funding Source: Liquor Rebate*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to allocate up to $250,000 from Liquor Rebate funds for eligible capital expenses for the Hyatt Park Improvement Project.

Councilor Devine recalled that Council wanted to have a work session discussion on the improvements in all parks. She asked that the discussion be scheduled as soon as possible.

APPOINTMENTS

56. Council is asked to approve the appointment of two (2) individuals to the Board of Zoning Appeals.

Mayor Benjamin clarified that there are two appointments and one reappointment for the Board of Zoning Appeals.

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Mr. Charles Salley and the appointment of Mr. Marcellous Primus and Mr. Josh Speed to the Board of Zoning Appeals.

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57. Council is asked to approve the appointment of one (1) individual and to consider the re-appointment of one (1) individual to the Columbia Housing Authority Commission.

Mayor Benjamin said there are two applicants on the Columbia Housing Authority and the Planning Commission who serve quite dutifully and he is interested in reappointing both of them.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Ms. Selena Pickens to the Columbia Housing Authority Commission.

Mayor Benjamin moved the reappointment of Ms. Betsy Watson.

Councilor Duvall said we can't vote in violation of our own ordinance.

Mayor Benjamin withdrew the motion until the issue is resolved.

58. Council is asked to approve the appointment of one (1) individual to the Columbia Tree & Appearance Commission.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Mr. Randall Roberts to the Columbia Tree & Appearance Commission as a representative of the engineering profession.

59. Council is asked to approve the appointment of one (1) individual to the Parks and Recreation Foundation.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Mr. Fred Monk to the Parks and Recreation Foundation.

60. Council is asked to approve the appointment of one (1) individual to the Richland County Board of Assessment Appeals.

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to approve the appointment of Mr. Scott Lindenberg to the Richland County Board of Assessment Appeals.

DRAFT

61. Council is asked to approve the appointment / re-appointment of one (1) individual to the Planning Commission. – *Consideration of this matter was deferred.*

62. Council is asked to approve the appointment of one (1) individual to the Riverbanks Park Commission.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Mr. Mike Velasco to the Riverbanks Park Commission.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted five (5) to one (1) to refer a review of terms of appointments and term limits for City Boards and Commissions to the Administrative Policy Committee.

63. Council is asked to refer to the Administrative Policy Committee the consideration of limiting the number of races that occur annually within a neighborhood and requiring race organizers to notify neighborhoods of scheduled races, as requested by The Honorable Ms. Devine.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to refer the consideration of limiting the number of road races that occur annually within a particular neighborhood and requiring road race organizers to notify neighborhoods of scheduled races to the Administrative Policy Committee. Staff was directed to invite representatives from the Columbia Police Department, Strictly Running and neighborhood associations to the committee meeting.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to amend the previously approved motion to set a moratorium on new applications for sidewalk vending carts by allowing for pending applications to be considered. *(Refer to page 21)*

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2017

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURN

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 7:58 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Council is asked to approve a Fiscal Year 2017/2018 Contract Renewal for Professional Services related to the retention of Military Personnel, Services and Operations located at Fort Jackson during the upcoming rounds of Base Realignment and Closure (BRAC) and Sequestration, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of $53,500.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R186727**

FINANCIAL IMPACT: **Funding Source: ED Special Projects 5518419-638500 - The original budgeted amount is $53,500.00.**

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** 2017 - Contract for Professional Services - Greater Columbia Chamber of Commerce - 17100881 (PDF)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into this _____ day of _____, 2017, between the City of Columbia (hereinafter called the "City") and the Greater Columbia Chamber of Commerce (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2017-2018;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2018, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make a one (1) time payment of Fifty-Three Thousand Five Hundred and No/100 Dollars ($53,500.00) to Consultant.

5. DUTIES UPON TERMINATION

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary

claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may

withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

24. GOVERNING LAW

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

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

Greater Columbia Chamber of Commerce	CITY OF COLUMBIA
BY:_____	BY: _____
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: _____

APPROVED AS TO FORM

JJL 10/16/17

Legal Department City of Columbia, SC

EXHIBIT A

Scope of Continuing Professional Services for 2017-2018

A. Engaging in proactive activity addressing issues at Fort Jackson, McEntire, and other South Carolina bases as requested by the community

- We engage in a continuing collaborative process of assessing military installation issues that can involve infrastructure or mission shortcomings. We then work to coordinate a united response involving local, state, and federal support. For example:

- We fought and buried a potential PR disaster in the Reception Barracks, culminating in an on-the-record exchange between Congressman Wilson and General Milley with a commitment to find military construction dollars out of the FYDP for both the reception barracks and the a new star barracks. There is work to be done to get these funds obligated either through reprogramming or end-of-year funding, or to press a FY 2018 budget strategy.

- Heading off any zoning concerns at McEntire that can affect future mission; this may include supporting REPI or Sentinel funding opportunities.

- We must be a part of the enhanced Trump defense budget, whether it be by pulling forward "expensive" military construction, addressing facility sustainment issues through FSRM or O&M dollars, and looking at minor military construction dollars to solve base infrastructure issues.

B. We came out of the SPEA process as one of the biggest winners in the nation. Cassidy and Associates worked in tandem with the Chamber team beginning in May 2014 to executive a full-fire response to the Army Supplemental Programmatic Environmental Assessment Process (SPEA). Major milestones included:

- Developing a strategy, talking points, next steps and metrics for success in the written submission portion of the SPEA process;

- Working with the Chamber and the Congressional delegation to secure over 40,000 petitions in support of Fort Jackson as a SPEA candidate base;

- Gathering intelligence from senior Pentagon officials on SPEA lessons learned and strategies going into the listening session portion of the process;

- Writing and organizing letters of support from the South Carolina Congressional delegation, and other senior political leaders within the state and region;

- Creating a listening session strategy in partnership with Chamber leadership, including key messages and messengers, best in class approaches for the listening session, and running ideas by key Pentagon leaders as our strategy is developed.

- Monitoring the SPEA process as it unfolds, gathering ideas for dos and don'ts from other military installation communities;

- Expanding SPEA messages outside the economic impact, including military value, collaboration with other military assets within the state of South Carolina, impact on readiness and future force projection, and readiness for the community to be a P3/P4 partner with the base in future efforts;

- Working closely with the Congressional delegation to ensure key Members participate in the listening session via video message, share and amplify the Chamber's messages, and assist in our strategic efforts within the Pentagon around the SPEA process;

- Monitoring Pentagon intelligence at all levels, responding to inquiries for additional information, and creating messages that promote Fort Jackson as a destination of choice for military mission

- Culminating in a huge success: a minimal loss to end strength at Fort Jackson

C. Seek additional military construction projects for The Midlands Region installations.

- Competition for military construction (milcon) projects has been increasingly difficult in recent years due to the large amounts of milcon money designated for BRAC implementation and overseas contingency operations.

- We work both to promote within DoD the value of defense investment in our military installations and to support.

- Congressional addition of mission-oriented projects that enhance to the military value of the installations. This ties directly in with the commitment from General Milley.

- In the FY 2016 President's Budget, Fort Jackson had one of few Army military construction projects, a key quality of life project to replace one of our elementary schools.

- Through the budget process, other quality of life military construction projects were targeted. We ensured the project made it through the legislative budget cycle and was fully funded in the FY 2016 Military Construction and Veterans Affairs Appropriations Bill.

- Finally, we discovered in late July 2016 that the Army has committed an additional $15.5M in existing dollars as a part of reprogramming to upgrade force protection and other issues at one of the base's trainee barracks. The fact that the Army even in austere budget times is continuing to invest in Fort Jackson is a good news story for our community.

- We must be a part of the enhanced Trump defense budget, whether it be by pulling forward "expensive" military construction, addressing facility sustainment issues through FSRM or O&M dollars, and looking at minor military construction dollars to solve base infrastructure issues. We have heard the Army military construction budget could be up to four times what it has been over each of the last few fiscal years. We will continue to track the budget,

the supplemental, and any infrastructure package for opportunities for Fort Jackson and McEntire.

D. Pursue other investments in facilities for South Carolina's military installations.

Due to the shortage of milcon funding, increasing attention is being paid to other opportunities for enhancing military facilities. These efforts can include public-private partnerships for installation facilities (such as housing and utilities infrastructure) and utilization of enhanced use leasing authority to attract private development for new facilities.

We have coordinated the efforts of Mayor Benjamin to be the face of P3 and P4 partnerships within the region. We reported on the launch of and will continue to monitor the impact of the "Section 331" public-private partnership opportunities within the Army and work collaboratively with local elected officials to identify other avenues to partner with the base for infrastructure, zoning, transportation, and quality of life issues.

The Fort, working within the needs for new force protection requirements, has taken a critical step forward in fixing our ongoing "gate" issue. Again, having the Army commit operation and maintenance resources for the gate offloads the need to find state and local matching funds for a Defense Access Roads program, and will allow the community to focus on other "outside the gate" issues using those resources.

We must look at future efforts to "open" the base and out-source or create partnerships with out of the gate partners. Specific conversations must be had regarding the water parks, the golf courses, and possibly moving the fence of the PX.

We also must track the Trump infrastructure package as an opportunity for investment in the Midlands. A rumored draft projects list including the repair of the Midlands Army Corps/Dam infrastructure as a top ten priority. If there is reality in that list, we will see what kinds of other opportunities exist for the region.

E. SPECIAL PROJECT: Prepare and support for the 100th Anniversary of Fort Jackson

We believe the SPEA was just a dress rehearsal of what can and should be the biggest public relations and affairs year in recent history for Fort Jackson. We have begun and will continue to:

- Ensure high-level and appropriate political stakeholders attend and are invested in events supporting the Fort's centennial;
- Promote the 100th anniversary within the Pentagon, with key leaders, and within command decision makers;
- Use the anniversary as an opportunity sell the Fort's mission and military value;
- Create key messages and a campaign around the effort that makes legislative and budgetary sense.
- Prepare and deliver relevant Congressional engagement, including ensuring the Centennial is a thread through all of the Congressional delegations' legislative efforts on the floor, in Committee proceedings, and in in-district activities.

Defense Leadership Education and Advocacy

In addition to enhancing the region's military installations, it is also important to educate defense leaders about the quality of our military facilities and the supportiveness of both the State and local leadership. In addition, we have advocated for keeping and attracting new missions.

Before many community groups were even thinking about BRAC and/or getting organized, we have engaged in an active liaison program with senior DoD and Service leadership. This liaison will continue to be conducted in the following ways:

(1) Washington, DC Fly-In Trips by the Chamber and by local governmental leaders: In both of the past two years we have arranged for Midlands Region delegates to visit with senior defense leadership, both uniformed and civilian. The delegations have met with Secretaries and Generals from the Department of Defense, the Air Force, and the Army. Arranging these trips before other communities is important because the willingness of leaders to meet and their candor will both disappear if BRAC legislation is passed. If desired, we will host another trip this fall.

(2) Working with the South Carolina Congressional Delegation on Issues and Messages: The Congressional delegation and staff have the opportunity to interact with defense leaders in connection with committee hearings and other events. We work regularly with the delegation to maximize the benefit of those opportunities through drafting questions, message points, and letters that promote the interests of Fort Jackson and McEntire. We were asked on 10-March to get the delegation a Fort Jackson "Christmas" list, and are working with the Chamber and base leadership to get that as soon as possible.

(3) Cassidy Liaison with Defense Leaders on Behalf of the Region: Members of our firm engage in regular liaison with senior defense leadership. These meetings occur through appointments and telephone conversations on specific issues, participation at defense conferences and other events, attendance at Congressional hearings, and other opportunities. We consistently advocate for the Columbia Chamber and issues of importance to them, as well as reporting State and local efforts to support those installations.

Congressional Liaison and Support

Cassidy & Associates stays in regular contact with the South Carolina Congressional delegation to work on matters that can support Fort Jackson, McEntire, and the defense industry throughout the state. As mentioned above, these actions can include seeking appropriated funding for milcon projects and other installation missions. In addition, this work can involve gathering valuable intelligence about ongoing defense programs and opportunities, as well as working to provide information to defense leaders considering decisions that can impact the region.

In the past we have supplied appropriations requests and supporting documents, drafted joint delegation letters, prepared hearing questions, answered questions about local military installations and their economic impact, identified DoD and Service leaders for correspondence and liaison efforts, and performed a variety of other factors to facilitate Congressional support for The Midlands Region's military installations.

Legislative Monitoring and Defense Analysis

The defense world is going through a variety of changes due to ongoing military transformation

effort and several different institutional activities. Our firm will continue to monitor these many developments so that supporters of The Midlands Region military installations can take advantages of changes in the evolving defense environment.

Annual defense legislation often promotes new policy directives and requires new studies of defense needs. Our firm will continue to follow these bills and the Congressional hearings on the defense legislation, especially given competing community efforts to seek advantages through legislative action. The Budget Control Act of 2011, President Trump's proposed "skinny" budget, sequestration, and ongoing budget negotiation could have a major impact upon The Midlands Region's military installations.

We will work to keep the GCCC informed of how these developments can impact its military installations and help develop strategies to stay abreast of evolving defense strategies and priorities.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Council is asked to approve a Fiscal Year 2017/18 Contract Renewal for Professional Services for Assistance with Cluster Development, Project Management, Promotions, Marketing and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of $65,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R186728**

FINANCIAL IMPACT: **Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is $65,000.00.**

ATTACHMENTS:

- **#a:** 2017 - Contract for Professional Services - EngenuitySC - 170100883 (PDF)

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

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WITNESSETH:

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A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

24. GOVERNING LAW

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

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

EngenuitySC	CITY OF COLUMBIA
BY: _____	BY: _____
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: _____

APPROVED AS TO FORM
10/16/17
Legal Department City of Columbia, SC

EXHIBIT A

SCOPE OF WORK

- **iTs|SC**: iTs|SC is Columbia's Insurance Technology and Services cluster, created to serve the insurance technology companies already in Columbia and to assist in attracting more of these companies. EngenuitySC has had a close relationship with iTs|SC since its founding and is planning to work even more closely with these companies in the coming year. Our work will address existing business growth challenges and recruiting additional insurance technology businesses to the region. In the next 12 months, we will:

  Deliverable: *Work with the leaders of iTs|SC and the SC Council on Competitiveness to officially bring the cluster under the banner of EngenuitySC. With this change in place, EngenuitySC will have the ability to provide direct administrative and collaboration management support, to ensure better collaboration with city and county economic development efforts, and better align the cluster to the regional competitiveness strategy.*

  Deliverable: *Recruit three-five new members into the cluster using a newly redesigned vision for the future that states that in 10 years, Columbia will be the place you want to be and have to be for insurance and technology services.*

  Deliverable: *Begin putting the foundation in place to form a more coordinated economic development effort for the cluster, including a collaborative recruitment strategy with the City and a new CIO/CEO Executive Council.*

Focus Areas Served:

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Grow the Tax and Water/Sewer Customer Base

- **Midlands Regional Competitiveness Report**: In partnership with the USC Moore School of Business Division of Research and Columbia Regional Business Report, EngenuitySC will publish the fourth annual Midlands Regional Competitiveness Report (MRCR) in December, 2017. The report will track the Columbia MSA's progress on competitiveness indicators such as innovation, entrepreneurial support, talent, clusters, livability and other issues that impact our regional culture. In the next 12 months, we will:
  - ***Deliverable****: Take ownership of project management, data oversight, content development and publication to produce the fourth Midlands Regional Competitiveness Report in January 2018. There will be a launch event where the Mayor will be invited to speak and City of Columbia officials will be invited to see the report before distribution.*
  - ***Deliverable****: Reach 7,500 individuals and businesses through creative marketing tactics to put this report in the hands of those around the City and Region who can help us impact the numbers.*
  - ***Deliverable****: Present the report findings to City Council at a meeting of their choice.*
  - ***Deliverable****: Give complimentary copies to the City and work closely with Council and the Economic Development Office to use the data to identify opportunities for collaborative programming and areas for focus. This will address the need stated in the action plan for a report on the local business climate.*

Focus Areas Served

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Indirect Growth of the Tax and Water/Sewer Customer Base

- **Midlands Business Leadership Group Competitiveness Initiative:** The MBLG has is leading a collaborative effort focused on enhancing the Midlands' competitiveness, prosperity and growth. Using the Midlands Regional Competitiveness Report as one of multiple tools to chart a path and measure success, MBLG is bringing partners

together to identify regional challenges, prioritize the biggest opportunities, define the gaps, and take action. EngenuitySC is working with the MBLG to manage and guide the competitiveness initiative. In the next 12 months, we will:

- ***Deliverable**: Facilitate and support MBLG as they develop and execute a plan for action around the five indicators of competitiveness, leading toward greater competitiveness and economic development success in the Columbia region.*
- ***Deliverable**: Be a key strategic partner in the execution of that plan, including opportunities like the development of Columbia's riverfront, connection of the Vista and Main St. Districts through*

better walkability along the Assembly St. and other key corridors, and the development of a one-stop shop for entrepreneurs.

- ***Deliverable**: Continued to involve the City of Columbia in the leadership of the working groups as well as a key partner for several initiatives.*
- ***Deliverable**: Host an event in conjunction with the unveiling of the Midlands Regional Competitiveness Report, upon which MBLG's work has been based.*

Focus Areas Served:

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Grow the Tax and Water/Sewer Customer Base

- **CMCOG Comprehensive Economic Development Strategy:** EngenuitySC is partnering with the Central Midlands Council of Governments (the COG) to coordinate, assemble and complete the COG's 5-Year Comprehensive Economic Development Strategy (CEDS). The CEDS is published every 5 years and submitted to the U.S. Department of Commerce as our region's economic development roadmap to prioritize and guide federal economic development funding. In the next 12 months, we will:
  - ***Deliverable:** Assist in publishing an accessible, coordinated CEDS which ensures cohesion between regional initiatives and strategic plans. Coordination and improvement of regional economic development processes will be central to the plan's goals.*
  - ***Deliverable:** Ensure that the City is involved in the establishment of goals and strategies, increasing the ability to pursue EDA funding for specific programs, as desired.*

Focus Areas Served

- Job Creation and Capital Investment
- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment
- Indirect Growth of the Tax and Water/Sewer Customer Base

- **Regional Mayors Forum:** The Regional Mayors Forum is a working group of all mayors from Richland and Lexington Counties, as well as mayors from Fairfield, Sumter and Camden. Started six years ago by Mayor Benjamin, the Forum originally focused on relationship building and communication. Working with EngenuitySC, the mayors are now using the Forum as a platform to take joint actions and make policy statements that serve to make the Midlands more unified on economic development initiatives. In the next 12 months, we will:
  - ***Deliverable**: Host 6 Midlands Mayors Forum meetings in Columbia, with key speakers at each meeting.*
  - ***Deliverable**: Maintain a communications platform for mayors to share information and coordinate actions.*
  - ***Deliverable**: Develop a legislative agenda for the Mayors Forum and assist in coordinating talking points for a potential D.C. trip to engage S.C.'s legislative delegation.*
  - ***Deliverable**: Coordinate a news push around participants' leadership roles with the National Conference of Mayors, Municipal Association of South Carolina and Nation*
  - ***Deliverable**: Host one public event or press opportunity for the mayors.*
  - ***Deliverable**: Identify a project for the Regional Mayors and support their effort to find funding sources.*

Focus Areas Served

- Entrepreneurship and Business Environment
- Business Retention and Expansion

- **EngenuitySC Website**: EngenuitySC's website is used day-to-day to share with local interests the many and varied economic development initiatives happening in the Columbia region. However, it is more valuable as a way to show businesses considering an investment in Columbia that the City is coordinated, proactive, and forward-thinking in how we take on economic development challenges. It shows outsiders that the people here work together to toward shared goals in growing our economy. In the next 12 months, we will:
  - ***Deliverable**: Work with vendor partners to keep the website up-to-date with the latest event details, news stories from the region and information on how to get involved.*
  - ***Deliverable**: Work with the City Office of Economic Engagement to cross promote various events and news.*
  - ***Deliverable**: Feature the City of Columbia as a supporter and partner of EngenuitySC on the appropriate pages.*

Focus Areas Served

- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment

- **EngenuitySC Board Meetings**: EngenuitySC was created so that regional government, education, and business interests could come together in a shared forum to address and take action on common growth concerns. Throughout the year, we bring together leaders from the City of Columbia, Richland and Lexington Counties, higher education, K-12 education, and the private sector to discuss economic development needs in the region. These meetings are a key way the City supports regional coordination and cooperation on economic development issues. In the next 12 months, we will:
  - ***Deliverable**: Host a minimum of 5 Board meetings throughout the year with an invitation for Mayor Benjamin as our Board Founding Co-Chair and Ryan Coleman as the Director of Economic Engagement for the City.*
  - ***Deliverable**: Provide a forum for better collaboration amongst the leaders from around the region and offers opportunities to discuss major opportunities and plans for action.*

Focus Areas Served

- Business Retention and Expansion
- Business Recruitment and Attraction
- Entrepreneurship and Business Environment

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Economic Development**

FROM: ***Ryan Coleman,***

SUBJECT: **Council is asked to approve a Fiscal Year 2017/2018 Contract Renewal for Professional Services for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of $72,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R186729**

FINANCIAL IMPACT: **Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is $72,000.00.**

ATTACHMENTS:

- **#a:** 2017 - Contract for Professional Services - Central SC Alliance, Inc. - 17100882 (PDF)

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

THIS CONTRACT is entered into this _____ day of _____, 2017, between the City of Columbia (hereinafter called the "City") and Central SC Alliance, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2017-2018;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2018, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make a one (1) time payment of Seventy Two Thousand and No/100 Dollars ($72,000.00) to Consultant.

5. DUTIES UPON TERMINATION

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the

City, which were generated, created or received by the Consultant in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion,

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

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

amend the Agreement.

24. GOVERNING LAW

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

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

The Central SC Alliance, Inc.	CITY OF COLUMBIA
BY:_____	BY: _____
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: _____

APPROVED AS TO FORM
10/13/17
Legal Department City of Columbia, SC

EXHIBIT A

Central SC
Business Friendly. Business Ready.

RESPONSIBILITIES OF THE CSCA:

1. To maintain and upgrade when necessary, the City's profile on CSCA's website, www.centralsc.org.

2. To maintain available industrial and office sites/buildings in the City of Columbia on the above website.

3. To provide copies of the Columbia Executive Summary and other collateral marketing materials upon request.

4. To promote the City throughout CSCA's marketing programs.

5. To provide the OED a calendar of planned marketing events and invite participation as warranted.

6. To include and assist the OED in planning both domestic and international marketing missions.

7. To respond to RFIs and fulfill data requests as needed, and to assist in project management with OED's personnel on projects that are looking at Columbia as a possible location.

8. To respond to RFIs and fulfill data requests as needed, and to notify the OED of any project(s) being worked by the CSCA or any of its contacts or affiliates within the City limits of the City of Columbia. The OED will notify the CSCA of any projects considering the City of Columbia and work as a team throughout all stages of the project.

9. Target companies in the following cluster groups and market Columbia, and the region, as a location for these companies to establish new and/or expanded operations:
   - Insurance (IT, Sales and Services)
   - Corporate headquarters, branches and/or back office operations
   - Health Sciences
   - Information Technology
   - Advanced Manufacturing
   - Logistics and Distribution

10. We will report on an annual basis or as requested by council:
   - The number of times the City is submitted for a project by CSCA.
   - The number of those prospects that chose the City to relocate or expand their operations.
   - The estimated number of new jobs that were created in the City by those new or expanding companies.
   - The value of capital investments made in the City by companies relocating or expanding their operations here, with whom CSCA worked.
   - The increase in water and sewer customers using the City's utility system, as provided by the City of Columbia.

11. Assist the City with the attraction of at least 50 white-collar, full-time equivalent jobs as well as the creation of at least 50 full-time equivalent jobs through the retention and expansion of existing businesses.

12. Provide the City with 6 unique company leads and help facilitate and participate in 6 recruitment conference calls annually.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Motorola Radios, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of $147,602.52. This vendor is located in Sumter, SC.**

REQUISITION NO.: **R185995**

FINANCIAL IMPACT: **Funding source: Capital Replacement - Computer Equipment/Hardware: 6308972-627500. The original budgeted amount is $147,602.52.**

ORIGINAL BUDGET: **$147,602.52**

CLEAN WATER 2020?: **No**

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

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

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Light Equipment and Installation for Twenty-Six (26) Ford Explorers for the Police Department, as requested by the Fleet Services Division. Award to West Chatham Warning Devices in an amount not to exceed $142,448.80. This vendor is located in Savannah, GA.**

REQUISITION NO.: **R185397**

FINANCIAL IMPACT: **Funding Source:Technology Replacement; CapitalReplacement - Computer Equipment / Hardware: 630972-627500.The original budgeted amount is $190,944.00.**

ORIGINAL BUDGET: **$ 190,944.00**

CLEAN WATER 2020?: **No**

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

Two (2) vendor responses were received for BID 019-17-18-TNN Equipment and Installation for Ford Explorer (Police). West Chatham Warnings Devices, Inc. was the lowest responsive and responsible bidder.

Description	Unit Price	Extended Amount	Request Total
Installation only for City provided equipment	$625.00	$16,250.00	
Equipment for vendor provided items and equipment.	$3,860.00	$100,360.00	
Installation only cost for vendor provided equipment.	$685.00	$17,810.00	
Taxes		$8,028.80	
Total			$142,448.80

ATTACHMENTS:

- **#a:** Bid tabulation (XLSX)
- #b: Page 1 of bid response (JPG)

- #c: Page 4 of bid response (JPG)
- #d: CPD Ford Explorers (PDF)

Event Number	Bid-019-17-18-TNN	**Organization**	City of Columbia, SC
Event Title	Equipment and Installation for Ford Explore	**Workgroup**	Purchasing
Event Description		**Event Owner**	Toni Norton
Event Type	IFBs	**Email**	tnnorton@columbiasc.net
Issue Date	10/17/2017 05:23:28 PM (ET)	**Phone**	(803) 545-3473
Close Date	10/30/2017 11:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
West Chatham Warning Devices	Savannah	GA	10/26/2017 05:22:19 PM (ET)	0	$134,420.00
Radio Communication Service Ir	Sumter	SC	10/27/2017 03:08:19 PM (ET)	0	$223,112.00

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

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT

Date: October 17, 2017	Bids will be opened at 11:00 A.M. on 10/30/17 and may not be withdrawn within 60 days after such date and time.	Bid No: 019-17-18-TNN

Bid Title: Equipment and Installation for Ford Explorer (Police)

Reason For No Bid:

Vendor Name: West Chatham Warning Devices
Vendor Mailing Address: 131 Brookside Parkway
City-State-Zip: Lexington, SC 29072
Telephone No: 803-520-6637
Fax No: 803-520-7292

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

D Stewart
AUTHORIZED SIGNATURE (MANUAL)

Denise Stewart
AUTHORIZED SIGNATURE/TITLE (TYPED)

denise@westchatham.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

DEPARTMENT OF PROCUREMENT AND CONTRACTS

1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

Sealed bids for **Equipment and Installation for Ford Explorer (Police)** are subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using eBidcolubmiasc until 11:00 A.M., October 30, 2017 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to Fleet Services, 2910 Colonial Drive, Columbia, SC 29203.

Bid No. **019-17-18-TNN** By: *Toni N. Norton.* Procurement Manager
Toni N. Norton

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS*
Installation only for City provided equipment (Items #1-5)	$ 16,250.00 *
Total Equipment Cost for Vendor provided items and equipment (Items #6-25)	$ 100,360.00 *
Installation only cost for Vendor provided equipment (Items #6-25)	$ 17,810.00 *

*Price is to be entered onto eBidcolumbiasc. **DO NOT** include the sales tax in the price.

Award will be made by total to the lowest responsive and responsible bidder.

Schedule of Events

Invitation to Bid issued	October 17, 2017
Last Day for Questions	October 23, 2017 at 12:00 P.M.
Invitation to Bid Opening	October 30, 2017 at 11:00 A.M.
Intent to Award (Tentative)	November 10, 2017
City Council Approval (Tentative)	November 21, 2017

We Are Columbia

1737 Main Street, Columbia, SC 29201 • Phone: 803-545-3020 • Fax: 803-343-8719

The City of Columbia has purchased twenty-six (26) 2018 Ford Explorer Police Utility Vehicles.

The equipment to be installed into the Explorers is on Council Agenda, Tuesday, November 21, 2017.

It is known and recognized that there has been reported CO^2 issues in police packaged Ford Explorer Utility Vehicles through Mid-Year 2017 models.

The Ford Motor Company has issued a statement indicating that CO^2 issues were discovered when holes were drilled in the chassis in the rear hatch of the vehicle to install aftermarket equipment and where not properly sealed.

Columbia Fleet Services ordered the vehicles with wiring harnesses and the aftermarket vendor will be drilling three (3) holes through the roof for the lightbar, rocket and radio antennae; not near the rear bumper where exhaust has been known to enter into the vehicle. The holes will be properly sealed.

Attached is a Customer Satisfaction letter from the Ford Corporation indicating that the vehicles can be brought to any local Ford dealer for a no cost inspection and subsequent proactive maintenance.

Columbia Fleet Services will roll each vehicle through the Ford Dealer post-installation for inspection and further necessary modification prior to issue.

Columbia Fleet Services, as a proactive measure, will install CO^2 alarms in each vehicle to ensure occupant safety.

The Ford Motor Company has resolved the CO^2 issues with the 2018 Ford Explorer Police Utility Vehicles with factory lights preinstalled in the rear deck.

This issue has been remedied with twenty-six (26) Ford Explorer Police Utility vehicles that the City ordered with the preinstalled harnesses and rear deck lights. The protocol described above is a proactive and precautionary measure to ensure occupant safety.



Ford Motor Company
Ford Customer Service Division
P. O. Box 1904
Dearborn, Michigan 48121

September 2017

Customer Satisfaction Program 17B25
Programa de satisfacción del cliente 17B25

Mr. John Sample
123 Main Street
Anywhere, USA 12345

Your Vehicle Identification Number (VIN): 12345678901234567

At Ford Motor Company, we are committed not only to building high quality, dependable products, but also to building a community of happy, satisfied customers. To demonstrate that commitment, we are providing a no-charge Customer Satisfaction Program for your vehicle with the VIN shown above.

Why are you receiving this notice?

Ford Motor Company has discovered holes and unsealed spaces in the back of some Police Interceptor Utility vehicles that had police or other emergency equipment installed after leaving Ford's factory.

When a police or fire department routinely installs customized emergency lighting, radios and other equipment, they drill mounting and wiring access holes into the rear of the vehicle.

What is the effect?

If equipment installation requires drilling new holes and/or routing wires, and the modifications are not properly sealed, it creates an opening where exhaust could enter the cabin.

What will Ford and your dealer do?

Ford Motor Company has authorized your dealer to inspect and repair body seals, grommets and liftgate spoiler sealing systems, seal the lift gate interior trim panel, install new muffler tips, reprogram the ventilation (HVAC) module, and check the Powertrain Control Module (PCM) for certain diagnostic trouble codes, free of charge (parts and labor) under the terms of this program.

This Customer Satisfaction Program will be in effect until September 30, 2018 regardless of mileage. Coverage is automatically transferred to subsequent owners.

How long will it take?

The time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. In addition, your vehicle will require an inspection to determine if parts need to be ordered.

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What should you do?

Please call your dealer without delay and request a service date for Customer Satisfaction Program 17B25. Provide the dealer with the VIN of your vehicle. The VIN is printed near your name at the beginning of this letter.

If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions.

Ford Motor Company wants you to have this service action completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed.

NOTE: You can receive information about Recalls and Customer Satisfaction Programs through our FordPass App. The app can be downloaded through the App Store or Google Play. In addition there are other features such as reserving and paying for parking in certain locations and controlling certain functions on your vehicle (lock or unlock doors, remote start) if it is equipped to allow control.

Have you previously paid for this repair?

If you have previously paid for a repair that addresses the issue described in this letter, you still need to have this service action performed to ensure the correct procedures were used.

If the previously paid for repair was performed before the date of this letter, you may be eligible for a refund. Refunds will only be provided for the cost associated with the inspection and repair of vehicles with exhaust odor and carbon monoxide complaints using TSB 16-0166 or 17-0044. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before **March 31, 2018**. To avoid delays, do not send receipts to Ford Motor Company.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you have questions or concerns, please contact our **Ford Customer Relationship Center at 1-866-436-7332** and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM – 8:00PM (Eastern Time).

FLEET OWNERS: If you have questions or concerns, please contact our **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

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Para asistencia en Español	Visite nuestro sitio web para ver este anuncio en Español al siguiente dirección: https://es.owner.ford.com/recall. Si necesita ayuda o tiene alguna pregunta, por favor llame al Centro de Relación con Clientes al 1-866-436-7332 y presione 2 para Español.

Thank you for your attention to this important matter.

Ford Customer Service Division

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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of a Transport Van for the Police Department, as requested by the Fleet Services Division. Award to Sirchie Acquisition Company, Inc., using the GSA Contract in the amount of $54,594.91. This vendor is located in Medford, NJ.**

REQUISITION NO.: **R186231**

FINANCIAL IMPACT: **Funding Source: Capital Replacement-Auto/Trucks/Heavy Equipment Capital. 6308972-658500. The original budgeted amount is $54,594.91.**

ORIGINAL BUDGET: **$54,594.91**

CLEAN WATER 2020?: **No**

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

Sec. 2-204.-Item (10) - 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 purchasing agreements.

ATTACHMENTS:

- **#a:** Contract information (PDF)

GSA Advantage!®

GSA Advantage!® Online Shopping

A service of the U.S. General Services Administration

PRISONER VAN 10FT SEAT CE

Mfr Part No.:	PTV100SCEM
Contractor Part No.:	PTV100SCEM
Manufacturer:	SIRCHIE ACQUISITION COMPANY
Contract No.:	GS-07F-007DA (ends: Nov 30, 2020)
MAS Schedule/SIN:	084/426 4N
Warranty:	STANDARD WARRANTY
Made In:	UNITED STATES OF AMERICA
Weight:	1.000 LB
Order Increment:	1

SIRCHIE Command Every Scene

Enlarge/More Views >>

$53,986.40 EA

sold and shipped by SIRCHIE ACQUISITION COMPANY, LLC

DISAST PURCH Disaster Purchasing items

COOP PURCH Cooperative Purchasing items

- Desc

1L X 1W (IN),
One (1) each: Prisoner Transport Van - Chevy Chassis 2 Compartment Standard, Extended Body, Two (2) 120" Seats

Compare Available Sources

Quantity: Add to Cart

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.
◈ Indicates when volume discounts are offered.

	Price/Unit		Contractor	Socio	Photo	Deliv Days	FOB/Shipping
◉	**$53,986.40**	EA	SIRCHIE ACQUISITION COMPANY, LLC	o	SIRCHIE	30 days delivered ARO	O-CONUS,AK,PR,HI



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

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

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

FSC Group 84: Law Enforcement & Security Equipment

CONTRACT NUMBER: GS-07F-007DA

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

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

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

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

BUSINESS SIZE: Large

SOCIOECONOMIC INDICATORS: None

CUSTOMER INFORMATION:

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

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

all SINs include Cooperative Purchasing and Disaster Recovery

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

See Product Pricing

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

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

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories

5. POINT(S) OF PRODUCTION: USA

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards will not be accepted for orders over $25,000 unless otherwise agreed upon with the seller in advance.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 DARO for Products, 180 DARO for Vehicles

11b. EXPEDITED DELIVERY: None

11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor

11d. URGENT REQUIRMENTS: Consult with Contractor

12. FOB POINT: Origin, Freight Prepaid and Add

13a. ORDERING ADDRESS: Same as contractor's address

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: Same as contractor's address

15. WARRANTY PROVISION: Standard Commercial Warranty applies. Agencies should contact the contractor for a copy of the warranty.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Government Purchase Cards will not be accepted for orders over $25,000 unless otherwise agreed upon with the seller in advance. None

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. SECTION 508 COMPLIANCE FOR EIT: as applicable

25. DUNS NUMBER: 037431715

26. NOTIFICATION REGARDING REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT (SAM): Contractor is registered.

426-6 Training Pricing

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

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

Authorized Dealers:

Name	Address	Contact	Telephone	Fax	Email
Wats International, Inc.	200 Manchester Road, Poughkeepsie, NY 12603	Jim L. Wats	(845) 473-2106	(845) 473-2153	wats2@hvc.rr.com
Lagniappe Development Co., Inc	1190 W. Shadburn Ave., Buford, GA 30518	Jessica Avra	(770) 318-8291	(855) 420-6031	j.avra@lagniappedev.com
The Claygroup, LLC	1250 N. Winchester, Ste F, Olathe, KS 66061	Frank Clay	(888) 870-7386	(913) 287-7113	FClay@claygroupllc.com

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked approve the Purchase of Edge in Car Camera Systems for the Police Department, as requested by the Fleet Services Division. Award to COBAN Technologies, using the SC State Contract in the amount of $155,934.70. This vendor is located in Houston, TX.**

REQUISITION NO.: **R185988**

FINANCIAL IMPACT: **Funding Source: Capital Replacement-Computer Equipment/Hardware: 6308972-627500. The original budgeted amount is$155,934.70.**

ORIGINAL BUDGET: **$155,934.70**

CLEAN WATER 2020?: **No**

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

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Coban quote (PDF)

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 375981
Date: 9/05/2017
Page: 2 of 2

Bill to: Attn: Frieda M. Bates
Columbia Police Department (Columbia, SC)
1401 Main Street
10th Floor
Columbia, SC 29201

Ship to: Attn: IT Receiving
City of Columbia
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 26 EDGE SD W/X1 DOCK	Terms: Net 30
Sales Rep : JK	Shipping Via: GROUND	Due Date: 10/05/17

Line	Item Number	Description	Quantity	Unit Price	Extended

(Total Taxable Amount: $140,377.38)

Sub Total:	144,383.98
Sales Tax:(8.00%)	11,230.19
Total Amount:	155,614.17

Balance:	155,614.17

9/05/2017 3:24 PM

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 375981
Date: 9/05/2017
Page: 1 of 2

Bill to: Attn: Frieda M. Bates
Columbia Police Department (Columbia, SC)
1401 Main Street
10th Floor
Columbia, SC 29201

Ship to: Attn: IT Receiving
City of Columbia
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 26 EDGE SD W/X1 DOCK	Terms: Net 30
Sales Rep : JK	Shipping Via: GROUND	Due Date: 10/05/17

Line	Item Number	Description	Quantity	Unit Price	Extended
1	SYSED-06-A	EDGE HiDef SYSTEM - SD CAM - A EDGE SD IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 8 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 64 GB removable SSD Front facing SD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty	26	4,449.38 /EA	115,683.88 T
2	SCOPT-56	OPT- BACKSEAT IR CAMERA In lieu of SCOPT-31	26	171.25 /UT	4,452.50 T
3	MZZ-01	MIS- ADAPTER PLATE For 2017 Ford Interceptor SUV	26	97.50 /UT	2,535.00 T
4	WLIC-01	DVMS SOLUTION LICENSE Software License with First Year Technical Support (per in-car unit) In lieu of WDVMS-LC1	26	154.10 /UT	4,006.60
5	FOCUS-02-00	FOCUS VEHICLE DOCK PACKAGE	26	625.00 /UT	16,250.00 T
6	LFEE-050	SHIPPING- In-Car Equipment In lieu of LSHIP-01	26	56.00 /UT	1,456.00 T
7	SCOPT-97	OPT- DRA to GWD	26	/UT	

9/05/2017 3:24 PM

History

User ID	When In	Name	When Out	Group
EAHEUSTE	10/12/17 13:01:35	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600 8
TBA	Future Task Item	To Be Assigned		wInfo Technology
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 5

Summary

Purchase Request# = R185988
PR Total$ = $155,934.70
Requested By = Edgar Heustess
Request Date = 10/12/2017
Entry Date = 10/12/2017
Vendor = V012790-COBAN TECHNOLOGIES INC

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	26.00	$5,553.23	$155,934.70	GL	6308972	627500	

Item Description
camera for patrol cars

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve a Contract Renewal for citywide Security Cameras, as requested by the Police Department. Award to the Statewide Security Systems in an amount not to exceed $223,400.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R185869**

FINANCIAL IMPACT: **Funding Source: Police Administrative Services-Professional Services: 1012402-636600. The original budgeted amount is $223,400.00**

ORIGINAL BUDGET: **$223,400.00**

CLEAN WATER 2020?: **No**

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

This is first year of two one year options to renew from October 15, 2017 to October 14, 2018 (RFP00010-13-14).

ATTACHMENTS:

- **#a:** Camera Cost (PDF)
- #b: Renewal letter (PDF)

Item Description	Unit	Quantity	Unit Cost TSC	Total Cost (D x E=F) TSC	Unit Cost ADS	Total Cost (D x E=F) ADS	Unit Cost Statewide Security	Total Cost (D x E=F) Statewide Security	Unit Cost SeSys	Total Cost (D x E=F) SeSys
Camera Box Location with 4 cameras	Ea	200	$600.00	$120,000.00	$3,000.00	$600,000.00	$3,000.00	$600,000.00	$12,527.00	$2,505,400.00
Add on camera to an individual camera box/location	Ea	50	$100.00	$5,000.00	$1,200.00	$60,000.00	$300.00	$15,000.00	$12,527.00	$626,350.00
Camera box with Dual 180 degree cameras	Ea	10	$120.00	$1,200.00	$0.00	$0.00	$5,000.00	$50,000.00	$0.00	$0.00
360 degree camera	Ea	10	$140.00	$1,400.00	$0.00	$0.00	$6,000.00	$60,000.00	$0.00	$0.00
Cost per camera box/per month (O&M, Data Retrieval and Analysis)	Ea	2400 (200 boxes per month for 12 months)	$150.00	$360,000.00	$200.00	$480,000.00	$40.00	$96,000.00	$31.21	$74,904.00
Additional charge per camera box location/per month for live internet-based viewing capabilities	Ea	1200 (100 boxes per month for 12 months)	$10.00	$12,000.00	$100.00	$120,000.00	$100.00	$120,000.00	$9.50	$11,400.00
City's Use of Contractor's Monitoring Center - hourly/rate for Special Event	Ea	72	$100.00	$7,200.00	$150.00	$10,800.00	$75.00	$5,400.00	$182.00	$13,104.00
Relocation Fee for Camera Box System	Ea	20	$200.00	$4,000.00	$1,000.00	$20,000.00	$100.00	$2,000.00	$312.50	$6,250.00
Total Project Cost for Year 1				$510,800.00		$1,290,800.00		$948,400.00		$3,237,408.00
Total Project Cost for Year 2				$383,200.00		$630,800.00		$223,400.00		$99,408.00
Total Project Cost for Year 3				$383,200.00		$630,800.00		$223,400.00		$99,408.00
Total Project Cost for Year 4				$383,200.00		$630,800.00		$223,400.00		$99,408.00
Total Project Cost for Year 5				$383,200.00		$630,800.00		$223,400.00		$99,408.00
Total Cost				$2,043,600.00		$3,814,000.00		$1,842,000.00		$3,635,040.00

We Are Columbia

October 2, 2017

Mr. Cary Shealy, President
Statewide Security Systems
1719 Taylor Street
Columbia, SC 29221

Re: Contract Renewal, RFP00010-13-14, Video Security Services for the City of Columbia

Dear Mr. Shealy,

The initial contract term will expire on October 15, 2017 on above referenced contract. There is an option to renew two (2) additional one year periods. I am inquiring to see if you interested in exercising the first one year option to renew to end on October 15, 2018.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in renewing the contract for an additional year until October 15, 2018 at the initial rates, attached, and the same terms and conditions.

Also, please sign in blue ink, scan and e-mail back to our office no later than 4:00 PM, Thursday, October 5, 2017. The original can be mailed to my attention and address below.

Looking forward to your response.

LaWana Robinson-Lee
Department of Procurement and Contracts
1800 Main Street 2nd floor, Columbia, SC29201
803-545-3469

I want to renew the current contract **(RFP00010-13-14)**, until October 15, 2018, at the initial rates and the same terms and conditions. (Yes) ___No

10.7.17
Signature/Date

Carey Shealy
Printed Name of Signer

Comments: _____

_____

_____
Purchasing Agent, Signature/ Date

_____
City Manager, Signature/ Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Heating, Ventilation and Air Conditioning Services at 1800 Main Street, as requested by the Support Services Division. Award to Trane U.S. Inc., using the US Communities Contract in the amount of $53,924.00. This firm is located in West Columbia, SC.**

REQUISITION NO.: **R185671**

FINANCIAL IMPACT: **Funding Source: General Capital Projects-Capital Project Costs:4039999-658650. The original budgeted amount is $53,924.00.**

ORIGINAL BUDGET: **$53,924.00**

CLEAN WATER 2020?: **No**

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

ATTACHMENTS:

- **#a:** Trane quote (PDF)
- #b: U.S. Communities RFP 15-JLP-023 (PDF)

Prepared For:
Stacey Dixon-City of Columbia

Date:
September 25, 2017

Job Name:
City of Columbia 3rd Floor Split System Replacement

Proposal Number:
2358309

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
M111417

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work and based on the site surveys performed on 9/18/2017.
Trane US Inc. proposes to provide and install (1) 15-ton Trane Split System at the 1800 Main Building in Columbia, SC as detailed below. Trane will provide labor and materials as listed for a turnkey installation.

Turnkey Installation of Split System #2

- Provide labor and material to install [1] 15-ton Trane Condenser and Evaporator
- Remove the existing condenser and indoor evaporator. Crane is included.
- Set the new outdoor unit back near the same location
- Connect the electrical
- Set the new evaporator/Indoor unit.
- Provide and install new refrigerant specialties at the evaporator
- Run new copper piping between the units
- Leak test all refrigerant piping
- Provided and install proper refrigerant charge
- Insulation for new refrigerant suction piping
- Provide factory start-up
- Clean up work areas
- Provide and Install 4 duct zone heaters. No controls. (3) 15 kW and (1) 10 kW heaters like existing.
-

General Notes

- The customer is responsible for all controls
- Existing power wiring will be reused
- All work during normal working hours
- The customer has the option to retain the existing unit if desired. Please let Trane know prior to replacement.
- Trane will provide submittals and training on the unit.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor

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- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- Smoke detectors or fire alarm integration with existing building systems.
- Any equipment, controls, or services not specified above.
- No temporary heating or cooling if required
- Drawings or stamped engineered drawings
- Performance bond.
- Warranty work outside of normal business hours.
- Testing & balancing of the HVAC system.
- No seismic included.
- Proposal does not include any code updates.
- No updates on customer's plans, and prints
- Repairs for damages to concrete walkways drive ways, foundations, underground utilities, water lines, fuel lines, air lines, or any electrical wiring.

Notes

Please confirm unit size, options and electrical before ordering.

Submitted By: Al Kiser _____	Mobile: (803) 361-0529 Proposal Date: September 25, 2017
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: M111417

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Equipment Data

Tag Data - Split System Air Conditioning Units (Large) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	15 Ton CU	1	15 Ton Condensing Unit Single Circuit	TTA18003000-------000

Product Data - Split System Air Conditioning Units (Large)

Item: A1 Qty: 1 Tag(s): 15 Ton CU

- TTA Air Condensing Outdoor Unit
- 15 Ton Nominal Cooling Capacity R410
- Dual Manifolded Comp -R410A Microchannel
- 208-230 Volt 3 Phase 60 Hertz
- Packed Stock, Electromechanical
- 1st Year Labor Warranty Whole Unit

Tag Data - Performance Climate Changer (UCCA) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	UCCA-1	1	Performance Climate Changer (UCCA)	UCCAD12A0A0FV03300000CEAH00BA1B00000

Product Data - Performance Climate Changer (UCCA)

Item: B1 Qty: 1 Tag(s): UCCA-1

- Performance Climate Changer (UCCA)
- Vertical housed fan with top front discharge
- Unit Size 12 Square Feet of Coil
- 208/60/3
- Indoor unit
- Stainless Steel Drain Pan, LH Coil / LH Motor & Drive Location
- 4 row DX coil with 12 fins per inch
- Aluminum fins, galvanized coil casing, 3/8" coils
- UC600 controller plus starter or disconnect
- Intertwined circuit with 2 stage DX, 3/16" distributor
- 5 horsepower (3.730 kW) motor per fan (supply)
- FC fan with variable sheave
- 1000 RPM fixed / 950 - 1050 variable
- Housed fan / motorized impeller fan
- 2" flat filter mixing section
- 2" MERV 8
- Low limit sw, condensate overflow sw, dirty filter sw and fan status sw
- Discharge and mixed air sensors
- Standard - door on motor side
- 1st year Labor warr whole unit

Controls Scope of Work

- No controls are included in this proposal

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

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18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

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Harford County Public Schools

102 South Hickory Avenue
Bel Air Maryland 21014

Purchasing Department
410-638-4082

RFP # 15-JLP-023
REQUEST FOR PROPOSALS

FOR

HVAC PRODUCTS, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES

Proposals Due August 13, 2015 before 2:30 pm

THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

Bid Notification

Notice is hereby given that Harford County Public Schools (HCPS) (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance, will receive proposals for

RFP #15-JLP-023

HVAC PRODUCTS, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES

Proposals must be received prior to **2:30 PM on August 13, 2015** in the District's Purchasing Department. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope.

Proposals should be delivered/mailed to:

Harford County Public Schools
Attention: Purchasing
102 South Hickory Ave.
Bel Air, MD 21014

RFP documents are available from the Harford County Public Schools website http://www.hcps.org/departments/BusinessServices/purchasing.aspx

and from eMaryland Market Place, https://emaryland.buyspeed.com/bso/

A Pre-Proposal meeting will be held June 29, 2015 at 1:00 PM at the North Harford Middle School in Room A-4. The address for North Harford Middle School is, 112 Pylesville Rd, Pylesville, MD 21132.

Refer any questions to the availability of documents to Sherry Ramsey Downen at (410) 809-6046 or email at sherry.ramseydownen@hcps.org

HCPS does not discriminate in the choice of suppliers and the award of bids/contracts based on race, sex, age, national origin, religion or disability.

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Note: Items in **bold** must be returned with your proposal.



HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
102 South Hickory Avenue
Bel Air, Maryland 21014
Telephone: 410.638.4082

Request for Proposal
HVAC Products, Installation, Services and Related Products and Services

Section 1- General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide and install a Chiller at the Harford County Public Schools North Harford Middle School, and also provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national level. This contract will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis.

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which may include the submission of best and final offers.

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance, references, financial information and the ability to successfully market to states, local governments, school districts, higher education institutions and other government agencies and nonprofit organizations.

B. Background

This solicitation is being administered by Harford County Public Schools for those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

The Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 39,000 students.

C. Procurement Administrator

Jeff LaPorta, CPPB, Supervisor of Purchasing, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to Jeff.LaPorta@hcps.org. All questions should be received no later than July 3, 2015 at 2:30 pm eastern time. Responses to questions will be addressed in the form of a formal Addendum. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

Three (3) original hard copies and eight (8) flash drive copies of the technical proposal, and two (2) original hard copies and two (2) flash drives of the cost proposal shall be submitted to, or hand delivered to Harford County Public Schools, 102 S. Hickory Ave. Bel Air Maryland 21014 to the attention of the Purchasing Department no later than August 13, 2015, 2:30PM. Proposals must be submitted in envelopes or other mailing containers showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time.

Additionally, if you label any information in your technical proposal as proprietary or confidential, you must submit one redacted copy, in electronic version, of the technical. See Section I, page 6 for details.

E. Proposal Acceptance

Proposals including prices must remain valid for a period of not less than one hundred, twenty (120) days to allow for evaluation, School Board approval and Contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

F. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	June 11, 2015
Pre-Proposal Conference (not mandatory)	June 29, 2015 – 1:00 pm
Questions due	July 3, 2015 – 3:30pm
Addendum Issued	July 15, 2015
RFP due date	August 13, 2015 – 2:30pm
Evaluations/Negotiations/Interview	September 1-3, 2015
Awardee Notified	September 10, 2015
Board Approval	September 21, 2015
Tentative Contract Start Date	October 1, 2015

G. Incurring RFP Preparation Cost

Harford County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings etc.

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. The Contractor must have in force and will maintain insurance, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and do not apply to other entities who use this agreement. Individual public entities may have their own specific insurance requirements.

I. Confidential Information

Redacted versions of technical trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

PUBLIC INFORMATION ACT - A redacted copy of your bid submission in electronic PDF format (or similar) shall be submitted with your Offering. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy shall be for your Technical Proposal only.

This redacted copy will be used to respond to Freedom of Information Act request(s) in accordance with the law, the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. HCPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, HCPS will assume that all information provided is public information that will be used to respond to any request under this Act.

J. Contract Term

The term of the contract will be for three years following the contract award date with the option to renew for two additional two year periods.

K. Pricing

Labor rates should be based on regional and national rates. The Awarded Supplier may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by the Supervisor of Purchasing for the Lead Agency (Harford County Public Schools).

The pricing structure, or percent discount for product pricing will remain fixed for the term of the contract.

Supplier agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

L. Permits and Licenses

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

M. Drug, Tobacco and Alcohol

All HCPS properties are “drug, tobacco and alcohol free zones” as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco or alcohol products on

HCPS property. Use of such items on HCPS property may result in termination of the contract.

N. Illegal Immigrant and Child Labor

The use of illegal immigrant labor and/or illegal child labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating any Federal, State or Local laws regarding illegal or child labor laws.

O. Employment of Child Sex Offenders

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) & (D) of the Criminal Procedure Article of the Annotated code of Maryland states, *"A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both*."

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause as defined in the Amendments to the General Conditions, Article 14.2.1.2.

P. Criminal Background Check/Photo Identification Badge/Fingerprinting

It is the responsibility of the Offeror to make certain that its employees, agents, volunteers, and Contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. The Offeror shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722. The Offeror shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Offeror shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC. All related costs shall be borne by the Contractor.

Each Contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at HCPS and also ensure that a subcontractor and

independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the Contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause HCPS to take action against the Contractor up to and including termination of the Contract. HCPS reserves the right, in its sole discretion, to reject or require the removal of any person proposed for placement based on the person's criminal background check.

Q. Labor and Rates of Pay

The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

R. Termination for Cause

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

S. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred the Harford County Public Schools Director of Purchasing, who shall decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing shall be final and conclusive.

The contract shall be governed by the laws of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution (ADR), in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes shall be decided by a single arbitrator. All costs associated with ADR will be borne by the awarded contractor.

T. Billing and Payment

Unless otherwise instructed, the preferred method of (order) and payment is by credit card. Please advise in your Technical Proposal if payment via credit card is not acceptable.

Any unacceptable payment options must be clearly articulated in the technical submission.

U. Multi-Agency Procurement

Harford County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

V. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features and best value of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractors' approach meets the desired requirements and needs of Harford County Public Schools and U.S. Communities. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member or U.S. Communities staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

If awarded, this RFP document in its entirety including attachments, appendices and addenda will become part of the Contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary

arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

W. Award

This may result in award to one, or more than one vendor. Harford County Public Schools reserves the right to award to one vendor for the specific North Harford Middle School chiller and installation, and award to another vendor for the award of supplier for national supply and services.

X. Anti-discrimination

It is the policy of the Harford County Public Schools that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and State laws.

Y. Multiple Proposals

Multiple proposals from a firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the Offeror is interested.

Z. Pre-Proposal Conference

A pre-proposal conference will be held on June 29, 2015, beginning at 1:00 PM EST. The location will be at the North Harford Middle School, 112 Pylesville Road, Pylesville, MD 21132, Room A-4.

Section 2- Scope of Work

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services.

Suppliers are to propose the broadest possible selection of HVAC EQUIPMENT, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES. This solicitation is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

1. **HVAC Products:** This includes, but is not limited to, Chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; parts and aftermarket products and any other HVAC products offered by Supplier.

2. **Installation and Services:** This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Supplier.

3. **Related Products and Services:** This includes, but is not limited to, HVAC equipment controls, thermostats, sensors, design and analysis tools, commissioning, building management, enterprise management, rental and lease services, financial services and any other related products and services offered by Supplier.

Proposal Submission

This RFP requires a two-part submission process. Separate technical and price proposals are to be submitted in sealed envelopes on the date and time stipulated. Three (3) original and eight (8) flash drive copies of the technical copies shall be submitted or hand delivered. Two (2) original and two (2) flash drive copies of the cost proposal shall be submitted.

The proposal due date is August 13, 2015 at 2:30PM. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection.

Definitions

Definitions as used herein:

A. The term "solicitation" used in this document means this Request for Proposal (RFP).

B. The term "offer" and "proposal" are used synonymously and mean a response to this solicitation.

C. The terms "offeror", "proposer", "supplier" and "contractor" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.

D. Harford County Public Schools, Maryland may be referred to as "HCPS".

E. U.S. Communities is a non-profit that assists Participating Public Agencies in reducing the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide.

F. Participating Public Agency (PPA) is any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to use one or more U.S. Communities contracts.

Labor Wage Classification Definitions

Definitions as used herein for establishing labor rates.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.

Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer who lays out HVAC, plumbing, electrical, structural or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who is capable of working on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.

HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painer/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as desgined by the Professional Engineer. Worker is responsible for maintaining project status and reports.

Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsman who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror

fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

The following is a checklist of required information:

#	Item	Complete
1	3 Original Technical Proposals, 8 flash drives (pg 6)	
2	2 Original Price Proposals, 2 flash drives (pg 6)	
3	HCPS Contract Agreement (pg 23)	
4	Supplier Qualification Worksheet (pg 38)	
5	Supplier Information (pg 41-48)	
6	Submission Signature Sheet (pg 49)	
7	HCPS Anti-Bribery – Debarment Attestation (pg 50)	
8	U.S. Communities Administration Agreement - Signed Unaltered (pg 53-65)	
9	MBE Attachment A (pg97-98)	
10	MBE Attachment B (pg 99)	
11	Cost Proposal Forms (pg 131)	
12	Cost Proposal Form for North Harford Middle School (pg 138)	
13	Signature Page (pg 144)	

Section 3- Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Each proposal will be assigned an adjectival rating score as described below.

The Supervisor of Purchasing of Harford County Public Schools along with U.S. Communities has selected a committee of qualified personnel to review and evaluate proposals submitted (evaluation committee). The Supervisor of Purchasing will recommend the award of the contract as determined by the evaluation committee after taking into consideration all of the evaluation criteria. The Supervisor of Purchasing will award a contract only to the Offeror/s determined responsive and responsible, and representing the best value to Harford County Public Schools and Participating Agencies based on a final evaluation of both the technical and price proposals.

HCPS reserves the right to reject any and all proposals and/or to waive any minor informalities.

Harford County Public Schools reserves the right to terminate negotiation when, in its judgment, negotiations have reached an impasse. The successful Offeror will be required to execute a contract with Harford County Public Schools and the contract will include all of the provisions of this RFP, including conditions, attachments and addenda issued. Unsuccessful Offerors may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Evaluation Criteria Definitions:

A. Discussion: Oral or written communications including negotiations between the Harford County Public Schools and an Offeror that involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.

C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.

D. Weakness: Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the proposal.

E. Strengths: Elements of the proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Adjectival Ratings:

A. Outstanding (9-10): Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.

B. Excellent (7-8): Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.

C. Acceptable (4-5-6): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.

D. Marginal (1-2-3): Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.

E. Unacceptable (0): Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

Section 4 – Proposal Format

Technical Proposal Format

Your Technical Proposal should be organized with tabs delineating the separation of sections. Your Technical Proposal should include all of the required items listed in the checklist on page 15.

Cost Proposal Criteria

The Offeror must submit the cost proposal, in the form of the Bid Form, in a separate sealed envelope, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fees.

All pricing submitted in the Bid Form must be inclusive of all fees and service/shipping charges.

When award is made, the successful Supplier shall furnish current catalogs and/or price lists which shall become a part of the contract. The Supplier's name and address shall appear on all catalogs and price lists. Where the price list shows more than one column of prices, Supplier shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.

For evaluation purposes, Offeror must submit specific pricing for the Sample Price Scenarios outlined in Attachment 8. Pricing must be reflective of, and based on the pricing structure submitted on the Bid Form.

All prices are FOB destination.

Alternative Costing Method: If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposal;
- Apply the U.S. Communities discount as submitted on the Bid Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Supplier

Offeror shall be responsible for compliance with any federal, state or local prevailing wage laws.

Price/Discounts must remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices will be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and
_____
_____
_____

THIS MASTER PURCHASE AGREEMENT made and entered into this, ____ day of _____, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and _____ , a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:

a. The price proposal set forth in the final RFP response and all related Amendments

E. Invoicing. Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. Insurance. Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. Incorporation of Appendices. All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. Entire Master Purchase Agreement. This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. Participating Public Agencies. Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____
Superintendent of Schools **Date**

by _____
Board of Education President **Date**

by _____
Supervisor of Purchasing **Date**

SUPPLIER:

by _____
General Manager **Date**

Section 6 – U.S. Communities Information

Master Agreement

Harford County Public Schools (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Services and Related Products and Services (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

Objectives

A. Provide and install a Chiller at the Harford County Public Schools, North
B. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

C. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

D. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

E. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

F. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

G. Provide Participating Public Agencies with environmentally responsible products and services.

U.S. Communities

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
City and County of Denver, CO
City of Chicago, IL
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of San Antonio, TX
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Nassau BOCES, NY
North Carolina State University, NC
Ocean City, NJ
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
Salem-Keizer School District, OR
San Diego Unified School District, CA
State of Iowa
The School District of Collier County, FL

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.8 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Harford County Public Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment 3.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Harford County Public Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of 1,500 green, ninety-six (96) Gallon Toter Roll Carts, as requested by the Solid Waste Division. Award to Wastequip, using the National Joint Powers Alliance Cooperative Contract in an amount not to exceed $84,186.86. This vendor is located in Charlotte, NC.**

REQUISITION NO.: **R185905**

FINANCIAL IMPACT: **Funding Source: Solid Waste Roll Carts-Roll Carts and Recycle Bins 1014401-627600. The original budgeted amount is $84,186.86.**

ORIGINAL BUDGET: **$84,186.86**

CLEAN WATER 2020?: **No**

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

Open purchase order not to exceed the following quantity, cost plus S.C. sales tax, and shipping and handling per Wastequip Quote WQ-10056065.

Qty	Description	Unit Price	Extended Amount	Request Total
1,500	Model 79296 Toter 96 Gallon Cart	$47.10	$ 70,650.00	
1	Shipping and Handling		$ 7,300.80	
1	Sales Tax		$ 6,236.06	
				$ 84,186.86

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

ATTACHMENTS:

- **#a:** Wastequip Quote (PDF)

WASTEQUIP

NJPA AWARDED CONTRACT

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10056065

Sell To:

Contact Name	John Hooks	Ship To Name	City of Columbia
Bill To Name	City of Columbia	Ship To	2910 Colonial Dr Columbia, SC 29203-6812 United States
Bill To	2910 Colonial Dr Columbia, SC 29203-6812 USA	Customer Job Reference	NJPA Contract No. 041217-WQI
Email	jphooks@columbiasc.net		
Phone	(803) 603-1096		

Quote Information

Salesperson	Emily Archer	Created Date	10/6/2017
Salesperson Email	earcher@wastequip.com	Expiration Date	11/5/2017
		Quote Number	WQ-10056065 Please Reference Quote Number on all Purchase Orders
NJPA Number	66,248	NJPA Address	1136 Washington St, Cola
NJPA Member Since	4/9/2012	NJPA Member Type	City

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Wheels - 10in Sunburst ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	No body stamp Custom lid insert B0021 Property of City of Columbia SC	1,500.00	$47.10	$70,650.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$70,650.00
Shipping Terms	FOB Origin	Shipping and Handling	$7,300.80
		Tax	$6,236.06
		Grand Total	$84,186.86

Additional Information

Additional Terms: Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by

WASTEQUIP

NJPA AWARDED CONTRACT

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10056065

upon request.
Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your Order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties.
Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information	Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document. Final tax calculations are subject to change.
Special Contract Information	NJPA-Pricing & Product offerings are based on the NJPA Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to NJPA approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 041217-WQI

Proposer's full legal name: Wastequip, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

NJPA Contract # 041217-WQI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Wastequip, LLC

Authorized Signatory's Title CFO

VENDOR AUTHORIZED SIGNATURE

Steve Klueg
(NAME PRINTED OR TYPED)

Executed on July 8, 2017

NJPA Contract # 041217-WQI

Bid Information

Pending Biddingo Approval

Bid Information for 041217

Bid Number	**041217**	**Bid Name**	**SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES**
Published By	National Joint Powers Alliance	**Solicitation Type**	**Open to all suppliers**
Contract Type	RFP	**Procurement Name**	Procurement
Published Date	02/23/2017	**Closing Date**	**04/12/2017 04:30:00 PM CT**
Country & Province/State	Ontario, Canada	**Region & City**	,
Bid Type	Goods, Services	**Group**	
Remind Notice Date	Not Applicable	**Publish Option**	
NIGP Code		**Value Range**	Not Applicable
Accept questions	Not Applicable	**Tender Area**	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

National Joint Powers Alliance

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

041217

Closing Date: 04/12/2017 04:30:00 PM CT

Detail:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Recycling Goods and Waste Removal / Management Services	Recycling of goods, garbage bins, removal/haulage of hazardous waste. disposal services, shredding, waste management, bio solid, shredding services, leaf collection service etc

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

	Name / Email	Address	Phone	Fax
No Bidder Invited				

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AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQU
National Joint Powers Alliance; Bid Location Staples, MN, Cass County; Due 04/13/2017 at 04:43 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

2/24/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **5th** DAY OF **July, 2017**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

NATIONAL JOINT POWERS ALLIANCE
#041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES
Proposals due 4:30 pm, April 12, 2017
REQUEST FOR PROPOSALS
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: http://www.njpacoop.org/oregon-advertising.
Published Feb. 24, 2017. 11281813

Ginger Line
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11281813
Client Reference No: 041217

Loading...
Ok

MERX

Need Help: (888) 738-3005 / (613) 727-4987 (local) | Need Help? | Français Logout

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- Solicitations List
- Solicitation Library
- Merx^3 Historical

- New Solicitation

041217 - Solid Waste and Recycling Collection and Transport Equipment with Re... (Published)

Actions

- Actions
- Create Amendment
- Notify New Supplier
- Add Categories
- Cancel Solicitation
- View Task Assignments
- Clone Solicitation

- Preview
- Amendment
- Bid Results
- Award
- Audit

- Notice
- Documents

- Categories
- Document Request List
- Print

Basic Information

Estimated Contract Value (CAD)

999,999,999,999.00 (Not shown to suppliers)

Reference Number

0000050516

Issuing Organization

National Joint Powers Alliance

Owner Organization

NJPA

Solicitation Type

RFP - Request for Proposal

Solicitation Number

041217

Title

Solid Waste and Recycling Collection and Transport Equipment with Related Equip

Source ID

PP.CO.USA.868485.C88455

Details

Region

Canada, All of Canada, All of Canada

Purchase Type

Term: 2017/04/24 12:00:00 AM CDT - 2021/04/26 12:00:00 AM CDT

Dates

Publication Date

2017/02/23 11:19:34 AM CST

Question Acceptance Deadline

2017/04/05 11:00:00 PM CDT

Questions are submitted online

No

Closing Date

2017/04/12 04:30:00 PM CDT

Bid Intent

Not Available

Contact Information

Ginger Line

218-894-1930

ginger.line@njpacoop.org

Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental...See more

Bid Submission Process

Bid Submission Type

Physical Bid Submission

Pricing

Lump sum

Pricing

Lump sum

<< Back to Solicitation List

041217 - Solid Waste and Recycling Collection and

Transport Equipment with Re... (Published)

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National Joint Powers Alliance®

Bid RFP #041217 - SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Bid Type	**RFP**
Bid Number	**041217**
Title	**SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES**
Start Date	**Feb 23, 2017 11:24:01 AM CST**
End Date	**Apr 12, 2017 12:00:00 AM CDT**
Agency	**NJPA**
Bid Contact	**Ginger Line** (218) 894-5483 ginger.line@njpacoop.org 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Questions
0 Questions
[View/Ask Questions]

Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time

Delivery Information

Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date **Mar 22, 2017 10:00:00 AM CDT**

Location **Webcast conference Call**

Notes **Connection info will be sent two business days prior to the event**

Documents

No Documents for this bid

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Cooperative Purchasing

Procurement Process
About Us
Affiliations & Relationships
Become a Member
Member Resources
Become a Vendor
Get to Know NJPA
Current & Pending Solicitations
- Indefinite Quantity Construction Contracting Systems and related services
- Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
- Multi-Function Copiers, Printers, and Equipment
- Express Courier, Overnight, Ground Delivery Logistics Services
- Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
- Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
- Pest Management with Related

- Solid Waste and Recycling

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: March 22, 2017 at 10:00 am CT
Sealed proposals due: April 12, 2017 at 4:30 pm CT

Proposals will be publicly opened: April 13, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
   National Joint Powers Alliance:
   Attn: Contracts and Compliance Department
   202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

RFP Document Request Form (this will redirect you to a page to download the documents):

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Vendor Address *
Vendor City *
Vendor State *
Vendor Zip Code *
Contact Name *
Contact Phone *
Contact Email Address *

Submit

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- Fleet Management and Related Technology Solutions
- Recreation and Playground Equipment, Accesories, and Supplies
- HVAC Systems, Installation, and Service with Related Products and Services
- Facility Security Equipment, Systems, and Services with Related Equipment and Supplies
- Solid Waste and Recycling

Vendor Reference Guide

Contracts - General

Contracts - Fleet

Contracts - ezIQC Construction

Cooperative Health

Current & Pending Solicitations

FAQs

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NJPA
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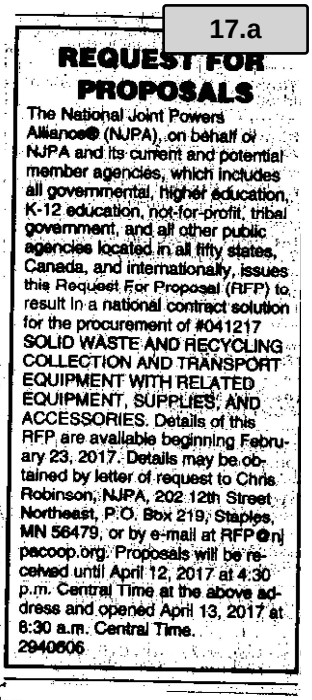
REQUEST FOR PROPOSALS
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2940606

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

February 23, 2017

Allison Branham, Sales Operations Supervisor

Subscribed and sworn to before me, Karen L. Book,

on this day, February 24, 2017

Karen L. Book Notary Public

My commission expires
September 7, 2026.

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ecutive producer Shonda Rhimes, has fallen sharply behind? (Both were renewed for new seasons this month.) Well, in part, what *Scandal* has slammed into is the inherent danger of allowing "shocking" and "crazy" to become a show's watchwords. Draw an audience in on crazy, and your only option is to become ever more crazy — which means by

Grey's ensemble cast.

share of "OMG Moments," to use the childish tag ABC attaches to a show that deserves better. But where *Scandal* hinges on these "go big or go home" swings, *Grey's* uses them more sparingly. Surprising, sometimes outrageous medical twists are one of the show's hooks, but in essence, *Grey's* remains a character drama — and those characters, and fans'

Certainly, there are those who love *Scandal's* "gladiators," but they occupy a fantasy Washington, and fantasies tend to wear thin with time.

Because *Grey's* is not as committed to season-long story arcs as *Scandal,* it's also able to shift

JOHN FLEEN

Tony Goldwyn and Kerry Washington drink in the crazy on *Scandal*.

show
arena
tutes
real-w
and one that is
ry nation to re-f
election. If you
people are opti
will do.

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Powers Alliance® (NJPA), on behalf rrent and potential member agencies, governmental, higher education, K-12 rofit, tribal government, and all other ated in all fifty states, Canada, and s this Request For Proposal (RFP) to ontract solution for the procurement of STE AND RECYCLING COLLECTION T EQUIPMENT WITH RELATED LIES, AND ACCESSORIES. Details of le beginning February 23, 2017. Details letter of request to Chris Robinson, eet Northeast, P.O. Box 219, Staples, mail at RFP@njpacoop.org. Proposals il April 12, 2017 at 4:30 p.m. Central address and opened April 13, 2017 at me.

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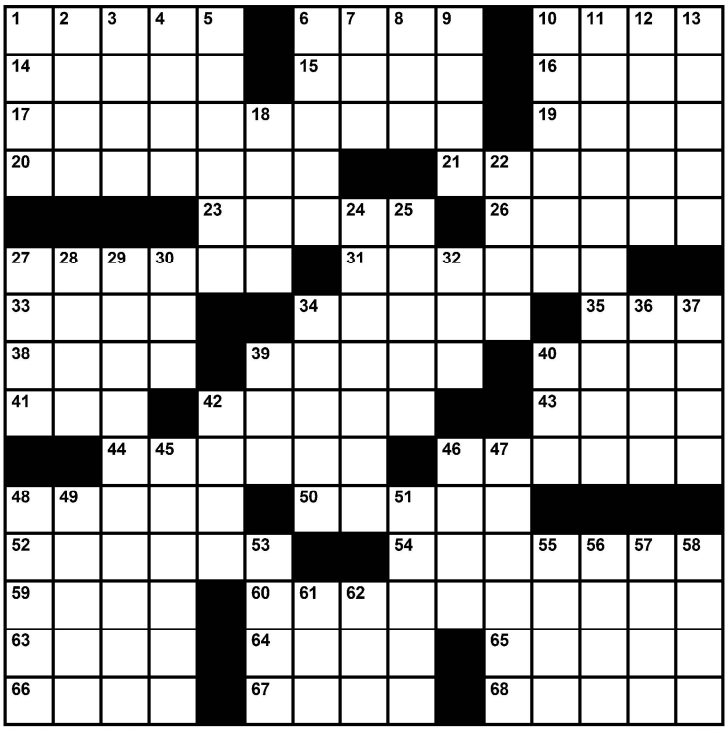

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DOWN
1 Bit of vocal fanfare
2 Libidinous god
3 Faberge collectibles
27 "Arrivederci, ___"
28 Lead-ins to holidays
29 Party boat rental
30 Proofs of age
53 Causes of some celebrity clashes
55 Suffix with kitchen or towel
56 In alignment

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek 2/23

Find and Circle:
Eight four-letter parts of the body ☑☐☐☐☐☐☐☐
Five Australian animals ☐☐☐☐☐
____ movie (six-letter answers) ☐☐
Its capital is Luanda ☐
Country residence or estate ☐

Wednesday's answer: TWO FOUR SIX EIGHT TEN TWELVE TWENTY THIRTY FORTY / MUSHROOM MONOGRAM MUSEUM MAYHEM MODEM / SMILE SNEER / ALOHA / ERROR



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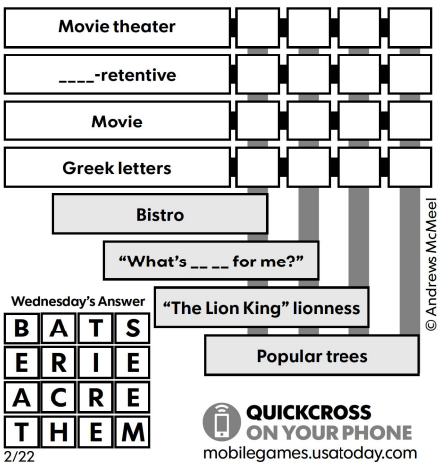
QUICKCROSS

By John Wilmes 2/23



Wednesday's Answer

B	A	T	S
E	R	I	E
A	C	R	E
T	H	E	M

2/22

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mobilegames.usatoday.com

UP & DOWN WORDS

By David L. Hoyt and Russell L. Ho

1. **NOT** _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____ **SP**

Clues:
1. Fail to understand
2. Become saturated
3. Heavy, cold precipitation
4. "___ ___ and the Huntsman"
5. What Bing Crosby dreamed of
6. Chevy Chase in "____ ____"
7. Resort

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TELEPHONE	ORDER # / INVOICE NUMBER
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START 02/23/2017 END 02/23/2017

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TIMES	TOTAL COST
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STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 23RD DAY OF FEBRUARY IN THE YEAR 2017

BY ANN DARTNELL .

VIRGINIA CRAFT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/12/2018
Commission # 672963

Virginia Craft
NOTARY PUBLIC SIGNATURE

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

RFP Opening

APRIL 13, 2017
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #041217

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time.

RFP Timeline

February 23, 2017	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
March 22, 2017 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
April 5, 2017	**Deadline for RFP questions.**
April 12, 2017 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
April 13, 2017 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES.

3.17 Additional Scope Definitions:

3.17.1 Respondents must fit within one of the following three subcategories (A through C) in order to be considered within the scope of this RFP:

3.17.1.1 A) Knuckleboom loaders, shuttle loaders, hook and hoist dumpster loaders, roll-off trucks and containers, vacuum debris collectors, container handlers, and specialty off-highway/off-road garbage collection vehicles. Uses of this equipment may include, but is not limited to

- trash collection, brush and yard waste collection, container transport, and demolition/heavy duty debris collection, and

- trash collection at beaches, trails, and parks.

B) Steel and plastic collection bins, containers, dumpsters, commercial and residential two-wheeled carts, cardboard balers and compactors, and stationary cart and dumpster lifters and tippers.

C) Technology platforms or technology products that are designed to improve the efficiency of the above-mentioned subcategories. This may include solutions that promote education, communications (of NJPA members to their constituents), and ancillary services as they pertain to the solid waste, recycling, and public works services.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include side-loading, front-loading, or rear-loading refuse trucks. Such items in a proposal will be considered out of scope.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA

Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES will be received by Chris Robinson, Interim Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP**.** All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $90 Million.** Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the IIot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution

to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a

waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

    a) Sales force.

    b) Dealer network or other distribution methods.

    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #041217

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #041217 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #041217**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #041217**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #041217**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions **(Answer all questions. If a question does not apply to the solution(s) in your proposal, state "N/A" and articulate why the question does not apply.)**

For technology vendors:

19) Clearly explain how your company collects, stores, and uses the customer data that is gathered through normal business practices. In your view, who owns this data: your company or your customers? What rights (if any) do you propose that your customers have to any data created by your proposed solutions?

20) Describe how do you protect data that you obtain or create for your customers? Who has access to this data, and for what purposes?

21) Does your product or platform encourage increased participation in recycling and diversion programs?

22) If you are offering web-based products or services, are they available through a suitable application on mobile devices? If so, are they compatible with both iOS, Android, and other operating systems? Are they broadly and easily available?

For equipment/product vendors:

23) What specific market segments does your company serve? What portion of your overall revenue is derived from the governmental and educational sectors?
24) Explain in detail why and how your manufacturing process is superior to that of your competitors.
25) Explain in detail why and how your value-added attributes separate you from your competitors and why this should be considered valuable to NJPA and its members.
26) Do you manufacture all the products offered in your proposal? If not, please list all products that are sourced usig a third party or subcontractor.
27) Do your manufacturing processes qualify for any recognized compliance standards or certifications (e.g., ISO)? If so, please detail.
28) Describe your approach to working with new governmental, educational, or not-for-profit entities in rolling out your products/equipment for these customers or their constituents.
29) Confirm whether or not you are both able to and agree to comply with the applicable "EPA Emission Standards for Heavy-Duty Highway Engines and Vehicles" outlined in the following link:
    https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Products/Services vices
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

ADDENDUM ONE (1)
To that certain
NJPA RFP #041217
Issued by
National Joint Powers Alliance®
For the procurement of

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Consider the following to be part of the above-titled RFP:

***

Section 3.17.1.1 has been revised to reflect the addition of: ***walking-floor/live-floor solid waste transport trailers (including top-load and/or rear-load in both heavy duty and light duty build***).

3.17 Additional Scope Definitions:

3.17.1 Respondents must fit within one of the following three subcategories (A through C) in order to be considered within the scope of this RFP:

3.17.1.1 A) Knuckleboom loaders, shuttle loaders, hook and hoist dumpster loaders, roll-off trucks and containers, vacuum debris collectors, container handlers, walking-floor/live-floor solid waste transport trailers (including top-load and/or rear-load in both heavy duty and light duty build), and specialty off-highway/off-road garbage collection vehicles. Uses of this equipment may include, but is not limited to

- trash collection, brush and yard waste collection, container transport, and demolition/heavy duty debris collection, and
- trash collection at beaches, trails, and parks.

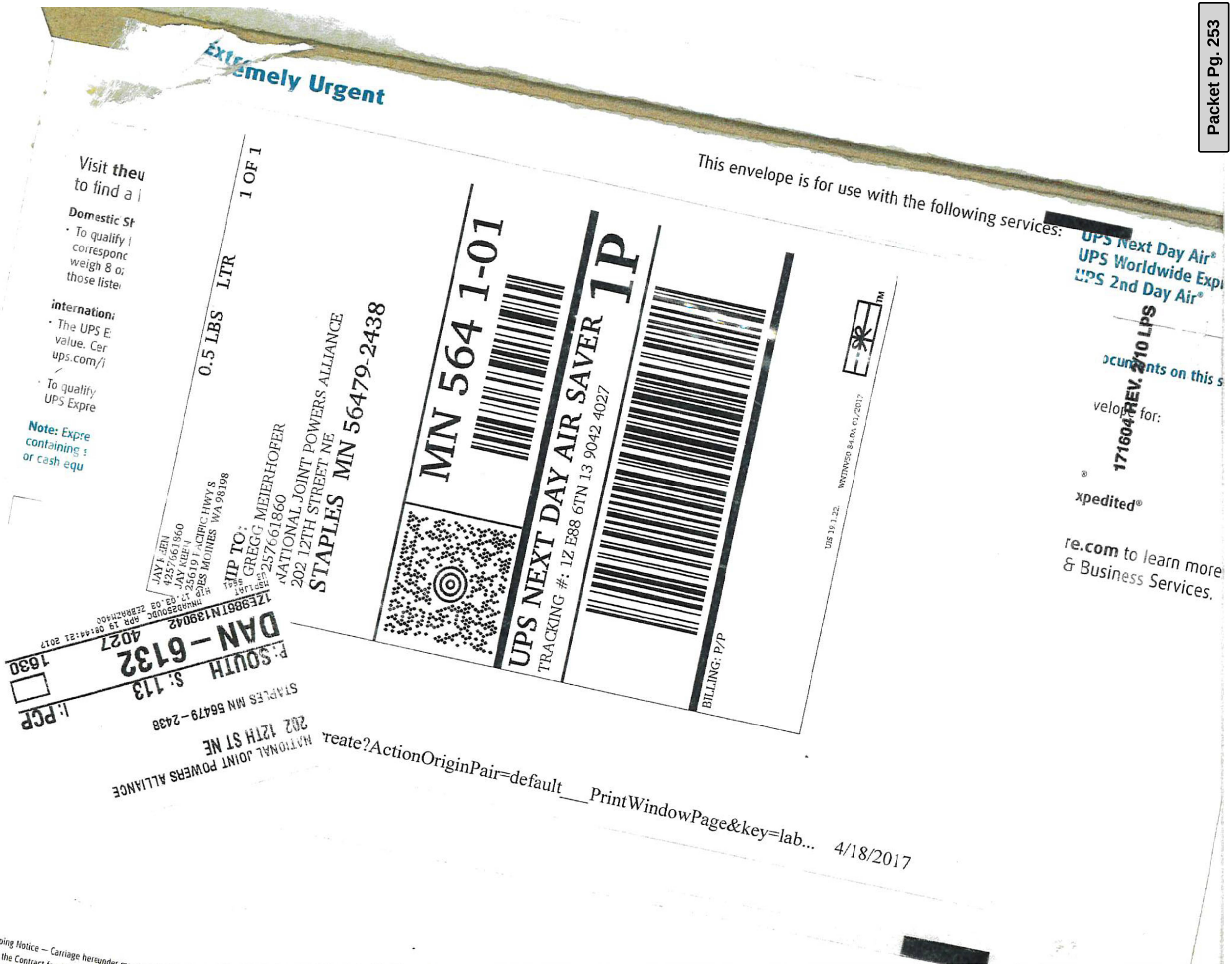
B) Steel and plastic collection bins, containers, dumpsters, commercial and residential two-wheeled carts, cardboard balers and compactors, and stationary cart and dumpster lifters and tippers.

C) Technology platforms or technology products that are designed to improve the efficiency of the above-mentioned subcategories. This may include solutions that promote education, communications (of NJPA members to their constituents), and ancillary services as they pertain to the solid waste, recycling, and public works services.

***

Acknowledgment of Addendum One (1) to RFP 041217 emailed on March 23, 2017.

COMPANY NAME: TEC Equipment
SIGNATURE: [signature]
DATE: 4/10/17
Please include this signed Addendum with your RFP response.



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SHIP TO:
GREGG MEIERHOFER
NATIONAL JOINT POWERS ALLIANCE
202 12TH STREET NE
STAPLES MN 56479-2438

JAY KIEN
4257661860
JAY KIEN
25619 PACIFIC HWY S
KENT WA 98198

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STAPLES MN 56479-2438
202 12TH ST NE
NATIONAL JOINT POWERS ALLIANCE

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ention on the Contract

ADDENDUM TWO (2)
To that certain
NJPA RFP #041217
Issued by
National Joint Powers Alliance®
For the procurement of

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Consider the following to be part of the above-titled RFP: questions and answers.

QUESTION: Is a Proposer required to include a truck chassis as part of its proposed solution?

ANSWER: A Proposer may elect to offer a turn-key solution (RFP §3.24.1.2), an equipment only solution (RFP §3.24.1.1), or an alternative solution. Generally a turn-key solution is most desirable to NJPA and its Members, however, it is not mandatory or required.

Please note also that NJPA recently awarded contracts under RFP #081716 CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Additional awarded-vendor information can be found on the NJPA website (http://www.njpacoop.org/) by the search term "vehicle chassis." A Proposer is not required to include, or make reference to, the contracts awarded under RFP #081716. The reference is provided here for Proposer information only.

Acknowledgment of Addendum Two (2) to RFP 041217 emailed on March 29, 2017.

COMPANY NAME: _____
SIGNATURE: _____
DATE: _____
Please include this signed Addendum with your RFP response.

www.njpacoop.org

National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Proposal Opening Witness

Date of opening: April 13, 2017

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #041217 for the procurement of SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES Proposals are evaluated first on level-one responsiveness, then on the other criteria included in the RFP. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

Bonnell Ind. Inc. – received 4/12/2017 at 11:57:38am
Proposer deemed responsive
Addendums – not provided
Box Gang Manufacturing – received 4/11/2017 at12:12:13pm
Proposer deemed responsive
Casade Engineering, Inc. – received 4/11/2017 at 12:11:06pm
Proposer deemed responsive
Environmental Metal Works LTD – received 4/12/2017 at 11:57:52am
Proposer deemed responsive
Galfab Acquisitions, LLC – received 4/12/2017 at 11:57:46am
Proposer deemed responsive
Hol-Mac Corporation – received 4/10/2017 at 11:29:32am
Proposer deemed responsive
Marathon Equipment Company (Delaware) – received 4/11/2017 at 10:47:41am
Proposer deemed responsive
Nu-Life Environmental, Inc. – received 4/10/2017 at 10:39:17am
Proposer deemed responsive
Old Dominion Brush Co., Inc – received 4/7/2017 at 12:08:50pm
Proposer deemed responsive
Palfinger Inc. – received 4/10/2017 at 11:42:45am
Proposer deemed responsive
Petersen Industries Inc. – received 4/10/2017 at 10:37:40am
Proposer deemed responsive
ReCollect Systems – received 4/11/2017 at 12:10:57pm
Proposer deemed responsive
Schaefer Systems International, Inc. – received 4/12/2017 at 2:11:26pm
Proposer deemed responsive
TEC Equipment Inc. – received 4/11/2017 at 12:11:14pm
Proposer deemed responsive
Addendum 1 – not provided

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202 12th Street NE
P.O. Box 219
Staples, MN 56479

Wastequip, LLC – received 4/11/2017 at 9:27:19am
Proposer deemed responsive
Wilkens Ind. Inc. – received 4/11/2017 at 2:01:02pm
Proposer deemed responsive

Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.

WITNESSES:

Chris Robinson, Contracts and Compliance Lead Analyst, NJPA

Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA

Ginger Line, CPPB, Senior Contract Procurement Analyst, NJPA

Kim Austin, Contract Procurement Analyst, NJPA

Sheila Christoffersen, Procurement Support Specialist, NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #041217
Entitled
SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on February 23, 2017, in South Carolina's *The State* on February 23, 2017, in Utah's *The Salt Lake Tribune* on February 23, 2017, in *USA Today* on February 23, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

> *The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 12, 2017 at 4:30 p.m. Central Time at the above address and opened April 13, 2017 at 8:30 a.m. Central Time.*

RFPs were requested by and distributed to:

Altitude Recycling Equipment, LLC	NU-LIFE Environmental, Inc.
BE Equipment, Inc.	Old Dominion Brush Company
BigRentz, Inc.	Operational Services Division
Blue Ridge Iron, LLC	Palfinger North America
Bonnell Industries Inc.	Palm Peterbilt Truck Centers
Boston Freightliner, Inc.	Petersen Industries
Box Gang Manufacturing	Peterson Corp.
Broyhill Mfg. Company	Preston Agency
Busch Systems International, Inc.	PSTA
Cascade Engineering, Inc.	Pyrotek E3 LLC
City of Edmonton Waste Services	Quality RX Returns, LLC
Clean Vehicles NY	ReCollect Systems
Construction Journal	REgroup
Coretex	RMD Valves Solutions
Cram-A-Lot	Roger's Manufacturing Co., Inc.

DETCON	Rotochopper, Inc.
E.M. Tharp, Inc.	Schaefer Systems International, Inc.
Eddie's Truck Center	SevenOutsource.com
Edward R. Bacon Company, Inc.	Shu-Pak Equipment Inc.
Environmental Metal Works	Smithrite Disposal LTD
Fluent Conveyors	Source Management
FST Canada Inc. o/a Joe Johnson Equipment	State of Massachusetts - Operational Services
Galfab	Suncast Corporation
General Truck Sales	TEC Equipment
Hanson Silo Company	Towmaster Trailers and Truck Equipment
Hol-Mac Corporation	Township of Neptune
Houston Engineering, Inc.	Transport Equipment
LoadMaster Corp.	Trout River Industries
Macpactor Inc.	Warren Equipment, Inc.
Marathon Equipment Inc.	Washington State Department of Enterprise Services
Merrick Industries, Inc.	Waste Equipment & Parts, LLC
Miller Waste Systems Inc.	Waste Management
Minnesota State University - Moorhead	Wasteconcepts
MinnKota EnviroServices Inc.	Wastequip, LLC
MIP Cemtrex	Welcome Ramp Systems
MSW Consultants	Western Star Trucks of Delmarva, LLC
North America Procurement Council, Inc. PBC	Wilkens Industries Inc.
Nova Products	Work Safe Access

Proposals were opened on April 13, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Bonnell Ind. Inc.
Box Gang Manufacturing
Cascade Engineering, Inc.
Environmental Metal Works LTD
Galfab Acquisitions, LLC
Hol-Mac Corporation
Marathon Equipment Company (Delaware)
Nu-Life Environmental, Inc.
Old Dominion Brush Co., Inc
Palfinger Inc.
Petersen Industries Inc.
ReCollect Systems
Schaefer Systems International, Inc.
TEC Equipment Inc.
Wastequip, LLC
Wilkens Ind. Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, NJPA, Procurement Manager
Tania Denny, NJPA, IT Project Team Leader
Katie Alba, NJPA, Membership Development Administrator
John Ingleman, NJPA, Evaluation Committee Member

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Cascade Engineering, Inc., is a provider of engineered plastics systems and components, offering carts, containers, and bins, and related technologies. They employ over 1,600 individuals across 14 facilities worldwide. Cascade's sales and service force, and their distributor network, are located throughout the United States and Canada to meet Member needs. They offer a discounted, line-item pricing for all products, delivering a solid value to Members.

Hol-Mac Corporation is the manufacturer of Pac-Mac Refuse and Recycling Equipment. The Pac-Mac product line includes knuckle boom loaders, rear loaders and related equipment for the bulk waste industry. Their products are backed by a solid warranty and are offered at a pricing discount within the competitive range.

Marathon Equipment Company is a manufacturer of compactors, balers, and containers. With 400 locations in the US, Marathon is poised to serve Member needs in the US and Canada. Marathon offers a number of technology advancements that enhance "green" initiatives, such as solar powered compactors, waste to energy conversion equipment, and converters of organic waste to feedstock. Their pricing model offers a competitive discount from MSRP.

Old Dominion Brush Co., Inc., offers three complete product lines for vacuum debris collection. They distribute their products in the US and Canada through both factory direct sales and two dealer networks. ODB is offering a significant discount off MSRP pricing, with additional volume discounts available.

Palfinger Inc., provides reliable loaders designed for installation on a variety of truck chassis options. They have more than 800 sales and service partners across North America, allowing them to meet Member needs. Palfinger dealers provide operator training at the time of equipment delivery, with additional service and maintenance training available. Their pricing reflects a solid discount from MSRP, and the Palfinger equipment is backed by a strong warranty.

Petersen Industries, Inc., manufactures truck mounted loaders and bodies, stationary loaders and waste hauling trailers, all under the Lightning brand, and is also a dealer in a complementary offering of grapples and hoists. They offer both equipment-only and turnkey solutions that include a truck chassis for maximum Member flexibility. Petersen proposed a discount from list pricing model that is within the competitive range.

ReCollect Systems specializes in digital solutions for the waste management sector that allows municipal haulers to communicate with residents about pickup schedules or to deliver waste or recyclable sorting instructions. ReCollect currently serves over 17 million residents and is well positioned for further market

growth. ReCollect products are customizable for each Member's unique needs and processes. All products are provided in a Software as a Service (SaaS) model, with a pricing model that reflects a solid discount from list price and waiver of standard implementation fees.

Schaefer Systems International, Inc., produces a wide variety of carts, containers and bins for residential and commercial applications. They also offer assembly and distribution, asset and fleet management technology solutions for deployment and tracking of assets and routes, buyback of carts, bins, and containers, and RFID-enabled containers. Schaefer's product pricing is ceiling-based, with Member's benefiting from favorable fluctuation in the raw material market conditions. Schaefer's pricing proposal is within the competitive range.

Wastequip, LLC, provides a broad spectrum of solid waste and recycling solutions, including loaders, containers, bins, carts, balers, compactors, lifters, tippers, technology products, and related accessories, equipment and supplies. Their products and services are offered through three operating divisions, supported by a direct sales and service team and an independent dealer network across the US and Canada. Wastequip offers a solid discount from catalog or list pricing which represents a significant value to Members.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #041217 to:

Cascade Engineering, Inc.
Hol-Mac Corporation
Marathon Equipment Company (Delaware)
Old Dominion Brush Co., Inc
Palfinger Inc.
Petersen Industries Inc.
ReCollect Systems
Schaefer Systems International, Inc.
Wastequip, LLC

The preceding recommendations were approved on June 26, 2017.

Chris Robinson, JD, NJPA Procurement Manager

Tania Denny, NJPA IT Project Team Leader

Katie Alba, NJPA Membership Development Administrator

John Ingleman, NJPA Evaluation Committee Member

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve an Engineering Services Agreement for Projects WM4231, WM3774, and WM3752; Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 and 3, as requested by Columbia Water. Award to URS Corporation in an amount not to exceed $62,726.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R186229**

FINANCIAL IMPACT: **Funding Source: 5529999 - WM423101-658650. The original budgeted amount is $62,800.00.**

ORIGINAL BUDGET: **$62,800.00**

CLEAN WATER 2020?: **No**

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

The above referenced Agreement is to compensate the Engineer for engineering services for the City of Columbia Canal Wastewater Treatment Plant High Services Pump improvements in rooms two (2) and three (3), Clearwell improvements and Reservoir Dredging and improvements. The proposed work includes additional and deducted engineering services as they relate to a previous/original agreement with URS Corporation/BP Barber and Associates, and is a continuation of those services. The services being provided will encompass the following:

- Deliverable I - Rebid and Revision to Project
- Deliverable I - Clearwell/Post/High Service
- Deliverable I - Electrical Grounding Study
- Deliverable I - Architectural Design
- Deliverable I - Site Security Additions
- Deliverable II - Raw Water Pump Station and Reservoir
- Deliverable II - Thickeners and Waste Sludge Pump Station Improvements
- Deliverable II - Canal Wastewater Treatment Plant Master Map
- Deliverable II - Reservoir Access Bridge Design Modifications
- Deliverable II - Construction Administration and Construction Observation

URS Corporation/BP Barber and Associates was selected from ENGRFQ0003B-13-14. Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Agreement. The ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** URS.2017.HighServicePumpStation.Clearwell.ReservoirDredging.WM4231.WM3774.WM3752.agr (PDF)
- #b: Location Map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and URS Corporation, (hereinafter referred to as the "Engineer"), for Engineer to render services for engineering services for City of Columba Canal WTP high service pump improvements in rooms two (2) and three (3), clearwell improvements, and reservoir dredging and improvements. (WM4231, WM3774, and WM3752).

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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. This agreement shows additional and deducted engineering services as they relate to the original agreement between the City and Engineer dated January 19, 2012 (Exhibit C).

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

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

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, December 31, 2017, or at such time the total compensation provided for herein is reached.

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

IV. Schedule for Completion of Services

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

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for under Deliverable I – Rebid and Revision to Project shall not exceed a lump sum fee of Forty-Nine Thousand Six Hundred Eighty Dollars and No/100 ($49,680.00).

B. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable I – Clearwell/Post/High Service shall not exceed a lump sum fee of Nine Hundred Eight Thousand Four Hundred Dollars and No/100 ($908,400.00).

C. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable I – Electrical Grounding Study shall not exceed a lump sum fee of Twenty Thousand Dollars and No/100 ($20,000.00).

D. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable I – Architectural Design shall not exceed a lump sum fee of Twenty-Six Thousand Dollars and No/100 ($26,000.00).

E. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable I – Site Security Additions shall not exceed a lump sum fee of Twenty Thousand Dollars and No/100 ($20,000.00).

F. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Rebid and Revisions to Project shall not exceed a lump sum fee of Forty-Four Thousand Three Hundred Dollars and No/100 ($44,300.00).

G. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Raw Water Pump Station & Reservoir shall not exceed a lump sum fee of Thirty-Four Thousand Dollars and No/100 ($34,000.00).

H. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Thickeners and Waste Sludge Pump Station Improvements shall not exceed a lump sum fee of Twenty Thousand Three Hundred Dollars and No/100 ($20,300.00).

I. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Canal WTP Master Map shall not exceed a lump sum fee of Twenty-Two Thousand Dollars and No/100 ($22,000.00).

J. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Reservoir Access Bridge Design Modifications shall not exceed a lump sum fee of Seven Thousand Nine Hundred Eighty-Five Dollars and No/100 ($7,985.00).

K. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit A attached hereto, for Deliverable II – Construction Administration and Construction Observation shall not exceed a lump sum fee of Nine Thousand Sixty-One Dollars and No/100 ($9,061.00).

L. A decrease from the original agreement for Construction Administration and Construction Observation is a deducted fee of Eight Hundred Thousand Nineteen Dollars and No/100 ($819,000.00).

M. A decrease from the original agreement for Preparation of Operation and Maintenance Manual is a deducted fee of One Hundred Eighty Thousand Dollars and No/100 ($180,000.00).

N. A decrease from the original agreement for Engineering Contingency Fees is a deducted fee of One Hundred Thousand Dollars and No/100 ($100,000.00).

O. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Sixty-Two Thousand Seven Hundred Twenty-Six Dollars and No/100 ($62,726.00).

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

Q. Affirmative Action Procurement and Contracting Goals

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

citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950 .

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

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

R. SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals	___0___%
MBE	___0___%
WBE	___0___%
LSA	___0___%

The Engineer will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

VI. Indemnification, Hold Harmless And Insurance

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

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

Liability: The successful applicant shall provide to the City evidence of General Liability

insurance in an amount not less than one million and no/100 ($1,000,000) per occurrence and two million and no/100 ($2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. 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 Engineer 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 Engineer, its subcontractors, officers, agents and employees of any of the obligations under the contract. 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 Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense

VII. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

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

VIII. Duties Upon Termination

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

IX. Termination of Agreement

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

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

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

C. Force Majeure;

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

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

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

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

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: URS Corporation, 101 Research Drive, Columbia, SC 29203.

XII. Miscellaneous

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

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

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

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

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

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

I. This Agreement is subject to City Council approval.

J. The Engineer 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 program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status

with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for program work.

L. The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

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

CITY OF COLUMBIA, SOUTH CAROLINA

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

URS Corporation,

Lorraine T. Watkins By: R. Thomas Haselden, Jr., P.E., BCEE Date: 10/10/17
Witness Title: Vice President, SC Water Leader

RECOMMENDED BY: _____ Date: 10/11/17
Clint Shealy, P.E., Assistant City Manager for Columbia Water

RECOMMENDED BY: _____ Date: 10/11/17
Dana R. Higgins, P.E., LEED A.P., Director of Engineering

RECOMMENDED BY: _____ Date: 10/11/17
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

URS.2017.HighServicePumpImprovements.Agr.WM4231.WM3774.WM3752.nj.doc

APPROVED AS TO FORM
10/9/17
Legal Department City of Columbia, SC

SUBCONSULTANT BUSINESS INFORMATION

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.

Project: RFP001-17-18 Water Quality Monitoring and MS4 Program Support Services

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
None				%		
				%		
				%		
				%		
				%		

TOTAL: $_____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES0

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

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

SBE ☐ MBE ☐ WBE ☐ Other _____

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

   Total **SBE Participation Percentage** to be subcontracted ____0_____%

   Total **MBE Participation Percentage** to be subcontracted ___0_____%

   Total **WBE Participation Percentage** to be subcontracted ___0_____%

   Total **Other DBE Participation Percentage** to be subcontracted___0____%

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

_____

_____

_____

_____

Exhibit A

URS

August11, 2017

Mr. Jason Shaw
City of Columbia, Water Engineer
PO Box 147
Columbia, SC 29217

RE: City of Columbia Canal Water Treatment Plant
High Service Pump Improvements in Rooms 2 and 3, Clearwell Improvements,
Reservoir Dredging and Improvements
CIP # WM3752, WM 4231, WM3774
URS Project No. 46422040 (11221)

Dear Jason:

Enclosed please find the proposed description of additional and deducted engineering services as they relate to the original agreement between the City of Columbia and URS (formerly BP Barber) dated January 19, 2012. The proposed work is a continuation of services originally proposed in the referenced contract. The proposed services break down as follows:

- The proposed request is fora fee of $62,726.00.
- The proposed fee is a result of engineering design services that were outside of the original proposed scope of services as well as engineering services deleted from the original contract. Included is a detailed itemization of the fee breakdown.
- The attached scope includes engineering design services for Deliverable I and Deliverable II as detailed in the original provided proposal dated November 1, 2011 and as approved by the agreement with the City of Columbia dated January 10, 2012.
- The scope reflects construction administration services related to completion of the originally proposed reservoir dredging and also for replacement of the sedimentation basin equipment as described in the original agreement.
- The scope also includes deduction of the following services from the original agreement: construction administration and construction observation for the remaining Deliverable I work, remaining work associated with preparation of the water plant operation and maintenance manual, and engineering contingency.
- A new contract will be negotiated for the remaining construction administration and observation services for the Deliverable I work that has been bid by the City.

A significant change to the original project scope involved the design for the existing two (2) clearwells and resulted in a large portion of the overall increase in engineering fees. The original design intent was to replace the existing concrete tops with new aluminum domes tops, as well as providing field observation and documentation of the existing structural conditions of the structures. Repair recommendations were to be provided for any noted deficiencies and incorporated into the design documents.

URS Corporation
101 Research Drive
Columbia, SC 29203
Tel: 803.254.4400
Fax: 803.771.6676

URS

Following the detailed evaluation of the condition of the existing clearwells the scope was significantly changed. In addition to identified clearwell structural deficiencies, it was also determined that to hydraulically accommodate the upgraded high service pumping capacity and future water demands that it was ideal to increase the clearwell storage volume at this time. In addition to providing increased treated water storage volume, the City also decided to incorporate provisions in the new clearwell design that would allow the chemical feeds at the plant to be relocated to the clearwells so the City can achieve CT credits through the clearwell and not pre-filtration; therefore addressing anticipated future regulatory changes related to disinfection byproduct formation.

The proposed clearwell designs will provide much needed structural improvements that will significantly increase the life expectancy of the structures. The final product will provide new concrete clearwells, including all new concrete walls, tops and floors; and the structures will be supported on a concrete pile foundation system that will be designed for the additional load due to the increase in the overall storage volume of the tanks.

In addition to the revisions made to the final design of the clearwells, the project has also evolved to include significant plant improvements such as deviating from the original scope of services to replace the existing sludge dewatering equipment in kind to researching and providing design services to incorporate hoseless sedimentation basin sludge removal equipment in order to address operational issues. At the time that this change in scope was decided upon, we had developed the plans and specifications to an approximate 75 percent completion point. Therefore, we had to make significant revisions to what we had completed in order to incorporate the hoseless sludge removal technology. Changes included structural modifications to the existing basin walkways to accommodate the different equipment drive layout, researching the hoseless sludge removal equipment and equipment suppliers, comparison of multiple equipment suppliers, and attending a site visit with the City to review an installation of one potential equipment supplier in North Carolina. In addition there were also changes in the original scope to implement security improvements throughout the entire water plant (resulting from recommendations provided to the City in a post 9-11 security evaluation by others); addition of design services to replace failing sludge removal pumps and electrical gear; design of roof repairs to the existing sludge pump station; addition of rehabilitation for two (2) clarifiers including cleaning and new coatings, electronic monitoring equipment for sludge blanket depth, etc.; HVAC improvements at the raw water pump station electrical room to improve operational redundancy; and improvements to the existing Raw Water and High Service pump VFD's to provide higher temperature ratings of the cabinets therefore providing additional operational reliability.

Due to the City's decision to cancel the bids for Division I of the project, additional work was required to prepare the documents for rebid. This work includes, but is not necessarily limited to, conforming the existing documents to be comprehensive of the Addendum items addressed during the original bid process, develop deductive bid alternatives to be included in the revised Bid Form, and evaluating alternate products to use for the storm water tunnel lining that is specified in the project. Additionally there are costs associated with overall bid administration process, which are further described in the submitted scope of services for work that is outside of the original project scope.

Please review the enclosed itemization of change order items in detail and let me know if you have any questions or if you would like to meet to further discuss the proposal. Please advise should you require any additional information.

Very truly yours,

URS Corporation

V. Craig Metts, P.E.
Senior Project Manager

R. Thomas Haselden, P.E.
Vice President

SCOPE OF ENGINEERING SERVICES FOR THE
CITY OF COLUMBIA CANAL WTP
HIGH SERVICE PUMP IMPROVEMENTS IN ROOMS 2 AND 3
CLEARWELL IMPROVEMENTS
RESERVOIR DREDGING AND IMPROVEMENTS
CIP NOS. WM4231, WM3774 AND WM3752

URS (Engineer) proposes to provide the following scope of services for the City of Columbia (City) as it relates to the design and construction of the referenced projects.

Following is a description of the tasks associated with the changes to the original project scope of services:

A. Additions - Tasks Outside of Original Scope of Services

Deliverable I

Rebid and Revisions to Project

- The City of Columbia noted inadequate or ambiguous specifications cited in the invitation (Appendix G, Section 1.8(1), and therefore cancelled the original bid.
- Bid Administration services associated with rebidding of the Deliverable I scope of work.
- Modifications to the existing project plans and specifications, including conforming the documents to be comprehensive of all Addendums issued during the original bid, developing bid alternatives to include in the Bid Form, and evaluation of alternate products for use in lining of the existing storm water tunnel that is routed through the water plant.
- Prepare revised estimate of probable construction costs.
- Prepare agenda and attend a pre-bid conference for the rebid project, including issuing the pre-bid conference meeting minutes as an addendum.
- Address Requests for Information during the rebid process.
- Issue Addendums during the rebid process.
- Attend the bid opening.
- Attend City Council meeting at the time that the rebid project is presented for review and approval.
- General post bid services, including meetings and discussions with the City to evaluate the bid, make a recommendation of award, etc.
- Additional Fee: $49,680.

Clearwell/Post Mix/High Service

- Engineering design to evaluate options to raise existing clearwells, including evaluation of multiple plant hydraulic operational scenarios from the existing filters through the High Service Pump Station.
- Feasibility study to evaluate multiple clearwell renovation options.
- Produce preliminary cost estimates for multiple clearwell modification options.

- Additional meetings and presentations with City staff to evaluate various scenarios for raising the existing clearwell elevations.
- Additional fees due to structural engineering scope of services changes for designing additional height of clearwells, foundation improvements, etc.
- Additional geotechnical exploration around the perimeters of the existing clearwells for design of the additional clearwell height.
- Meetings with City staff and Black and Veatch regarding options to relocate existing pre-filter chemical feed to post filter.
- Preliminary engineering calculations to evaluate relocation of the chemical feed to the clearwells.
- Design of CT tank within the footprint of the proposed clearwells.
- CFD modelling of the CT tank to confirm calculations and anticipated mixing results.
- Change Order Fee: $908,400

Electrical Grounding Study

- Grounding study of the two existing electrical substations located behind the High Service Pumping Facility. This study was required by SCE&G.
- Additional Fee: $20,000

Architectural Design

- Additional cost for design and permitting services for the high service and clearwell improvements as a result of having to change project Architects (Bob Probst was the original Architect, but subsequently took a job with the City of Columbia).
- Additional Fee: $26,000

Site Security Additions

- Provide security improvements, including, access controls, security server, video surveillance, and associated server. Improvements are to be implemented throughout the plant, including the Guard House and Gate, Electrical Substation and Generator Building, Raw Water Pump Station, High Service Pump Station, Chemical Building, Control Buildings and Filter Buildings.
- Develop plans and specifications for a new perimeter security system to include site specific details.
- Additional Fee: $20,000

Deliverable II

Rebid and Revisions to Project

- Due to a bid abnormality related to paper work documentation submitted by the apparent low bid contractor, the project plans and specifications were revised and rebid for the Deliverable II work. Plans and specifications were revised to incorporate questions and addendum items identified during the original project bid.
- Bid Administration services associated with rebidding of the Deliverable II scope of work.
- Coordination, meetings, and site visits to evaluate and modify documents to reflect change in sedimentation basin sludge removal equipment to telescoping technology.
- Modifications to existing basin walkways, etc. to incorporate revised equipment layouts. The original scope of work was to replace the sedimentation basin sludge removal equipment with similar equipment; however, during the design of the project the City identified operational issues that they had with the existing style of equipment. Therefore, we assisted the City with research and evaluation of an alternate equipment technology that would eliminate the operational issues and the design plans and specifications were altered in order to accommodate the revised equipment layouts.
- Additional Fee: $44,300.

Raw Water Pump Station & Reservoir

- Evaluate connections for the upper and lower electrical room ducts and adding emergency connections to allow for portable air conditioner units to be connected in the event of a failure.
- Design provisions to implement emergency connections and addition of ventilation fans in upper and lower levels of the electrical rooms. Design includes structural details for coring of walls to incorporate fans.
- Perform an energy cost analysis of using a conventional air conditioning system for the VFD room instead of ducting the VFD's.
- Develop a standard operating procedure for implementation of temporary HVAC equipment to include narratives and sketches.
- Shop drawing review and observation needed for installation of additional mechanical equipment (HVAC).
- Bar screen modifications and redesign of screening sections.
- Meetings with the City and on-site observation of inspection of the existing wetwell and raw water screening (divers on site for inspection).
- Participated in additional raw water pump operational testing with the City and Heyward, Inc.
- Design plans and specifications for installation of a debris barrier at the raw water intake structure.
- Design of vortex suppression baskets for installation on existing raw water pumps.
- Additional Fee: $34,000.

Thickeners and Waste Sludge Pump Station Improvements

- Addition of thickener improvements including plans and specifications for sludge blanket monitors, electrical improvements for the thickeners and waste sludge pumps, cleaning and coating of the existing structures, gravity sewer modifications, and a new roof on the existing thickener/sludge pump building.
- Additional Fee: $20,300.

Canal WTP Master Map

- Created a master map of the Canal WTP (facilities locations, site piping, valves, etc.) using record drawing information from previous treatment plant upgrades. Work included research to locate past record drawings from various treatment plant upgrades, survey around the plant site to clear up discrepancies between various versions of record drawings for construction at the water plant and various final master plan reviews with the City staff prior to final production and delivery of the map.
- Additional Fee: $22,000

Reservoir Access Bridge Design Modifications

- Costs associated with additional geotechnical exploration and structural engineering services required for earthwork and design and construction of foundations for the access bridge from the reservoir bank to the existing drainage structure. Conditions of the reservoir bed and bank were significantly different than anticipated. Areas of concern were unable to be accessed during the design of the project because the reservoir was full of raw water.
- Additional Fee: $7,985

Construction Administration and Construction Observation

- Additional construction administration and observation fees due to the shifting of the sedimentation basin replacement work from Deliverable I to Deliverable II. Work included review of shop drawings, responding to questions from the Contractor during construction, preparing punch lists, construction observation services, and general construction administration services.
- Additional Fee: $9,061

B. Deductions (from original agreement)

Construction Administration and Construction Observation

- The construction administration and construction observation services related to remaining Deliverable I work will be deleted from this contract. The original fee for this work is shown in paragraph 1.c.1) under COMPENSATION.
- Deducted Fee: ($819,000)

Preparation of Operation and Maintenance Manual

- Remaining work associated with the preparation of the water plant operation and maintenance manual will be deleted from this project (paragraph d under COMPENSATION).
- Deducted Fee: ($180,000)

Engineering Contingency Fees

- Contingency to cover additional engineering services will be deleted from the project (paragraph e under COMPENSATION).
- Deducted Fee: ($100,000)

C. Summary of Added/Deducted Values

- Total **Additions:** $1,161,726
- Total **Deductions**: $1,099,000

Net Difference (Addition): $62,726

CITY OF COLUMBIA CANAL WTP
HIGH SERVICE PUMP IMPROVEMENTS IN ROOMS 2 AND 3
CLEARWELL IMPROVEMENTS
RESERVOIR DREDGING AND IMPROVEMENTS
CIP NOS. WM4231, WM3774 AND WM3752

PROPOSED SCHEDULE

The work associates with the submitted services will begin immediately upon the Notice to Proceed from the City of Columbia and will be completed within 30 calendar days.

Exhibit B

COLUMBIA

Everybody Counts, Everybody Contributes, Everybody Benefits

January 19, 2012

Re: Agreement for Engineering Services for Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 & 3 (WM4231), Clearwell Improvements (WM3774) and Reservoir Dredging and Improvements (WM3752).

Mr. R. Thomas Haselden, Jr., P.E.
Vice President
URS/BP Barber
PO Box 1116
Columbia, SC 29202-1116

Dear Mr. Haselden:

City Council, in regular session held January 10' 2012, approved the subject Agreement with your firm. I have enclosed a fully executed duplicate original of the Agreement for your files.

This is your written authorization to proceed with the work described in the Agreement. Please reference CIP Project Number's WM4231, WM3774 & WM3752 on all invoices submitted for work performed under this Agreement.

If you have any questions, please let me know at 545-3237.

Yours very truly,

Shannon Lizewski

Shannon S. Lizewski
Environmental Technician Supervisor

Enclosure

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations (digital)
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering (digital)
Ms. Jan Alonso, Deputy Finance Administrator (digital)

URS.CCWTP.HighService.Clearwell.Dredging.ltr.doc/mmc

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 10 day of January, 2012, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and URS, Incorporated, f/k/a B.P. Barber & Associates, Inc. (hereinafter referred to as the "Engineer"), for Engineer to render certain services required for design and construction of High Service Pump Improvements in Rooms 2 and 3 (WM4231), Clearwell Improvements (WM3774) and Reservoir Dredging and Improvements (WM3752).

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

I. Scope of Work

Upon written notification by the City to proceed, the engineer shall complete the scope of work more fully described in Items A through E of Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of work described in Exhibit A. Additional Services, including, but no limited to those listed in Item F of Exhibit A, shall require a change order to this agreement.

II. Special Services

Special Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

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

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2016, or at such time the total compensation provided for herein is reached, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall make every effort to complete any and all services performed under this Agreement as outlined in Exhibit A, Item L, Engineering Schedule, attached hereto.

V. Compensation

A. The compensation paid by the City to the Engineer under this Agreement for Items A.1 (Scope of Services Deliverable I and II Preliminary Services), shall not exceed a lump sump fee of One Hundred, Twenty Thousand and No/100 ($120,000) dollars.

The compensation paid by the City to the Engineer under this Agreement for Items A.2, A.3, B, C and D (Scope of Services Deliverable I/Scope of Services Deliverable II/Mentor Protégé Program Administration, Preparation of Plans and Specifications/ Bidding and Award of Construction Contract) shall

not exceed a lump sum fee of One Million, Three Hundred Thirty-Four Thousand and No/100 ($1,334,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Item E (Construction Services), shall be based on an hourly rate fee schedule as provided for in Exhibit C, and shall not exceed One Million, Ten Thousand and No/100 ($1,010,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Item A.2.cc (Scope of Services Deliverable I, Preparation of the Standard Operating Procedures Operation and Maintenance Manual, both in hard copy and electronic format, which will include a software package for creating and maintaining a computerized database work order system for preventive maintenance), shall not exceed a lump sum fee of Two Hundred, Twenty-Five Thousand ($225,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for additional engineering services for design and construction services for Deliverables I and II, all disciplines, shall not exceed One Hundred Thousand and NO/100 ($100,000.00) dollars and shall be based on an hourly rate fee schedule as provided for in Exhibit C. Use of contingency funds for additional services is dependent upon written authorization of the City.

The total compensation paid by the City to the Engineer under this Agreement shall not exceed Two Million, Seven Hundred, Eighty-Nine Thousand and No/100 ($2,789,000.00) dollars. This fee shall not be decreased or increased without an approved Change Order to this Agreement.

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice 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 Sub-consultants shown on Exhibit B hereto, and identify if the subcontractor is a Minority or Female Business Enterprise.** Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in accordance with the current Columbia Code of Ordinances, Section 11.71, which can be located at www.columbiasc.net.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement.

VII. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting

documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

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

VIII. Duties Upon Termination

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

IX. Termination of Agreement

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

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of

damages other than that stated herein.

X. Ownership of Project Documents

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

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: URS, Incorporated, P.O. Box 1116, Columbia, SC 29202-1116.

XII. Miscellaneous

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

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

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

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

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

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other

provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Consultant 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
City Manager

Witness

URS, INCORPORATED

By: _____

Title: Vice President

RECOMMENDED BY: _____ for Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

URS.CCWTP.HighService.Clearwell.Dredging.agr/lm

November 1, 2011

Mr. Joey D. Jaco, P.E.
Director of Utilities & Engineering
City of Columbia
PO Box 147
Columbia, SC 29217-0147

RE: City of Columbia Canal WTP
CIP WM4231 - Canal Water Treatment Plant
High Service Pump Improvements in Rooms 2 and 3
CIP WM3774 - Clearwell Improvements
CIP WM3752 - Reservoir Dredging and Improvements
URS / BP Barber Project No. 11221

Dear Mr. Jaco:

The City of Columbia (Client) has requested that URS Corporation (Consultant) submit a proposal for engineering services to address the following modifications to the Canal Water Treatment Plant:

Deliverable I:

1. Plant high service pumping improvements for existing pump rooms 2 and 3.
2. Addition of one (1) vertical turbine pump, VFD and associated discharge piping and valves at the Raw Water Pump Station.
3. Remediation, installation of new roof structures, and installation of interior baffling of the existing clear wells (options).
4. Post mix / finished water distribution facility mixing improvements - Consultant will submit mixing options / alternatives to the Client for consideration during the preliminary design stage.
5. Provide new sludge removal equipment at the sedimentation basins.
6. Remediation of the process wastewater pumping station.
7. Replace the Master SCADA Server computers.
8. Prepare an Operations and Maintenance Manual for the Canal Water Treatment Plant.

Deliverable II:

1. Raw water reservoir dredging and limited excavation.
2. Installation of a new drainage facility and drain piping to the Broad River Canal.
3. In-situ remediation of the storm drainage tunnels located within the immediate WTP site.

The following is the proposed scope of services to address the items listed above. The proposed work has been divided into segments (Deliverable I and Deliverable II, as delineated above) to assist with prioritization of the water plant improvements at the Client's discretion. Consultant will work closely with the Client's staff to address specific issues related to the proposed project. Per the Client's request, Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project.

A. SCOPE OF SERVICES

1. **Deliverable I and II Preliminary Services:** The following preliminary services and evaluations will be performed in order to aid in defining the final project design parameters:
   a. Attend three (3) meetings with the Client's to discuss the preliminary design objectives of Deliverable I and to review/discuss overall project scope and design parameters.
   b. Attend one (1) additional preliminary design meeting with Client and sub-consultants to discuss the specific objectives of the Deliverable II and to discuss overall project design.
   c. Meet on site with the Client to review existing conditions of equipment and/or structures and to discuss current operational protocol.
   d. Prepare preliminary sketches of various options for pump and piping arrangements and building footprint for installation of the new high service pumps.
   e. Perform an evaluation and prepare a technical memorandum for the proposed modifications and/or improvements to the process wastewater pumping station.
   f. Prepare a technical memorandum addressing the finished water storage volume, volume expansion and utilization of pumped storage. Evaluate up to three (3) storage options based on life cycle costs and implementation factors.
   g. Perform an evaluation of using the existing onsite diesel generators and off-site hydro-electric generators for cogeneration and/or standby power under various operating conditions. The evaluation will assess energy production, savings, costs and financial viability. In addition, a performance estimate of using a solar photovoltaic system as a renewable energy source to offset the plant's energy demand will be provided.
   h. Evaluate storm drainage tunnel(s) for integrity and present alternatives for remediation of the existing tunnel beneath existing structures.
2. **Deliverable I:** Consultant will provide plans and specifications for improvements to the City of Columbia Canal Water Treatment Plant (WTP). The following is a list of items to be performed as part of this project:
   a. Conduct three (3) additional meetings with the Client to finalize the design parameters for the Deliverable.
   b. Perform a site survey of the WTP based on the South Carolina State Plane system (NAVD 83) and topographic information tied to mean sea level (NAVD 88) datum.
   c. Secure geotechnical services for the preliminary design services of the subsurface conditions and evaluation of the existing structures.
   d. Evaluate the existing post mix facility/finished water distribution box for mixing improvements, provide recommendations to the City for consideration and perform the engineering tasks to implement the mixing improvements.
   e. Evaluate the existing process wastewater pump station pumps, drivers, electrical equipment and operations, the evaluation will look at mixing alternatives and/or a wet well sump reconfiguration to minimize solids accumulation in the wet well.
   f. High service pumping station, pump rooms 2 and 3: Provide for installation of four split case high service pumps with pump control valves and variable frequency drives, demolition of the existing high service pumps in pumps rooms 2 and 3, the removal and decommissioning of the vertical turbine pump station and electrical gear, new high service pump room to replace demolished pump room 3 for housing of the new pumps, remediation of existing pump room 2 to house the high service pump station electrical gear and install a new roof structure on the high service pump building.
   g. Prepare plans and specifications for the install of a new storm water piping system to replace the existing drainage tunnel located in front of the high service pump building. The work will consist of approximately 300 linear feet of piping, connection of several existing tie-ins and two concrete transition structures to reconnect the new construction to the existing drainage tunnel(s).
   h. Evaluate existing condition of clear well structures, including underwater evaluations.

i. Repair deficient conditions in existing clear well structures including replacement of the upper, masonry wall, with a cast-in-place concrete wall.

j. Demolish the existing clear well pre-cast concrete roof system with aluminum frame new roofing systems on each.

k. Install a baffling system in each of the clear wells.

l. Replace existing sluice gates and floor stand operators at the clearwell no. 1 distribution box (vertical turbine p/s).

m. Remove the existing pneumatic powered sludge removal headers, guides and support structures from the sedimentation basins and provide new mechanically powered sludge removal headers, guides, waste hoses and control valves.

n. Provide for cleaning and refinishing of surfaces in the sedimentation basins that currently have exposed aggregate.

o. Provide renderings of the exterior elevations of the proposed high service pump building modifications.

p. Provide renderings of proposed aesthetic improvements to the exterior wall finishes of the existing clearwells.

q. Submit a preliminary layout of the high service pump building modifications to the City of Columbia Fire Marshal for determination of the building classification and to define specialty requirements.

r. Prepare a preliminary process design package for submittal to the Client for review and approval.

s. Coordinate sub-consulting services for HVAC, structural (including architectural design), electrical design and construction observation and administration duties.

t. Prepare a final design package for submittal to SCDHEC for review and permitting.

u. Provide the Client's engineering staff with three (3) copies of the preliminary design package for review. The Client's engineering staff will submit the preliminary review package to all pertinent Client services for review and comment purposes. The Client will submit questions and comments to Consultant within 30 days.

v. Develop an opinion of probable construction costs at the 60% completion point and submit to the Client for review and consideration.

w. Develop an opinion of probable construction costs at the 90% completion point and submit to the Client for review and consideration.

x. Develop a construction sequence plan in an effort to minimize interruptions to the water plant operations and potable water production capabilities. Meet with the Client to review.

y. Prepare and submit a storm water permit application package to the City of Columbia for review and permitting.

z. Prepare and submit permit/approval application packages to the Columbia Development Center, Columbia Design Development Review Commission, City of Columbia (Building Permit), SC Fire Marshal/City of Columbia Fire Department (Occupancy Permit) and SCDHEC NPDES permit for draining the reservoir.

aa. Submit the original construction documents to the Client for reproduction and bid distribution. Submittal to include one (1) set of sealed mylar plans, one set of unbound specifications, estimation of probable construction costs and one copy of pdf sealed plans and specifications.

bb. Coordinate with SCDHEC regulatory personnel concerning interim permit to operate status for the various stages of the project as identified in the construction sequence task

cc. Prepare and submit a standard operating procedures manual for the operations and maintenance of the WTP as per the South Carolina Department of Health and Environmental Control state primary drinking water regulations, R.61-58. The manual will describe the system equipment and unit processes, provide information, guidelines and procedures for normal, emergency and alternate operations and maintenance of the Canal water plant facilities. The O & M manual will include updates to the safety procedures, operational troubleshooting and equipment maintenance requirements. Three (3) electronic

and three (3) hard copies will be provided. The electronic versions will be provided in a searchable and editable (PDF) format.

3. **Deliverable II:** Consultant will provide plans and specifications for dredging the raw water reservoir, a new reservoir drainage system/structure and the remediation of the existing storm drainage tunnel associated with the reservoir drain structure, beneath clearwell no. 2. and extending to its discharge to the Broad River. The following is a list of items to be performed as part of this project:
   a. Conduct three (3) additional meetings with the Client to discuss and finalize the project approach and final design for the project.
   b. Perform a site survey/reservoir sounding of the Canal raw water reservoir based on the South Carolina State Plane system (NAVD 83) and topographic information tied to mean sea level (NAVD 88) datum.
   c. Collect representative sample of reservoir bottom sediment for TCLP (Toxicity Characteristic Leaching Procedure) laboratory analysis.
   d. Perform a hydraulic evaluation of the raw water reservoir by-pass piping for providing raw water service to the plant and present findings to Client's Water Production Staff and Engineering Department.
   e. Develop a construction sequence plan in an effort to minimize interruptions to the water plant operations and potable water production capabilities. Meet with the Client to review. This work will begin during the preliminary design phase and be finalized by the 60% review submittal.
   f. Secure underwater survey and geotechnical services to identify the subsurface elevations and conditions of the reservoir bottom and proposed site of the proposed drainage structure.
   g. Prepare a 30% review package for submittal to the Client for review and approval, before proceeding with final design.
   h. Coordinate sub-consulting services for structural design, electrical design and construction observation and administration duties.
   i. Prepare a final design package for submittal to SCDHEC for review and permitting.
   j. Prepare a scope of services for the geotechnical engineering during the construction period.
   k. Submit the original construction documents to the Client for reproduction and bid distribution.

B. MENTOR-PROTÉGÉ PROGRAM ADMINISTRATION

1. The Consultant and DESA will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
   a. The Consultant will develop and negotiate a Mentor-Protégé Agreement with DESA.
   b. The Consultant and DESA will jointly develop a Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
   c. The Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
   d. Schedule and attend all quarterly developmental meetings.
   e. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
   f. Document and maintain copies of communications between the Mentor and the Protégé.
   g. Prepare and submit a monthly report form to the City of Columbia's Office of Business Opportunities.

C. PREPARATION OF PLANS AND SPECIFICATIONS

1. Upon notification by the Client to proceed, Consultant will begin preparation of construction plans and specifications (concurrently for Deliverables I and II) for the items proposed for construction in Items A.2 and A.3. In preparing such plans and specifications, Consultant will perform

professional services as hereinafter provided which are normal civil, sanitary, electrical, mechanical and structural engineering services and other normal services incidental thereto. DESA will assist in the preparation of plans and specifications.

2. Consultant will provide the Client copies of plans and specifications for the Project for review and approval at the 60% and 90% completion milestones. Consultant will meet with the Client during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the Client.
3. Upon approval by the Client of the 90% completion documents, Consultant will submit copies of the Project plans and specifications for final review and approval by the SCDHEC; work with SCDHEC and assist the Client in efforts to obtain the necessary permits and/or approvals; furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
4. Upon approval by the Client, plans and specifications and any permits obtained will be submitted to the Client for production and distribution during the bidding process. The necessary permits to be obtained to complete the project will be identified during the preliminary design phase of the project and forwarded to the Client.
5. Submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items. Since Consultant has no control over the 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.
6. The Client will pay for all permit and approval fees.

D. BIDDING AND AWARD OF CONSTRUCTION CONTRACT

1. Consultant and DESA will assist the Client during the bidding phase of the Project by providing various office management services as follows:
   a. Bidding and award will be performed sequentially with Deliverable II Bidding and Award first followed by Deliverable I Bidding and Award services.
   b. Answer questions of contractors, subcontractors, equipment suppliers, etc., and issue addenda to the plans and specifications as appropriate. Fee is based on a 30 day bid period from date of advertisement to date of bid opening.
   c. Work with Client staff to schedule and assist with the pre-bid conference for both Deliverable I and Deliverable II. DESA will participate in the pre-bid conference(s).
   d. Attend a bid opening and assist the Client in opening and reading bids for each phase.
   e. Review bids received and prepare a recommendation of award to present to the Client for Deliverable I and Deliverable II.
   f. Review apparent and second low contractor's bid documentation and request and review their qualifications if required.

E. CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

1. Consultant and DESA will assist the Client during the construction stages of the Project by providing various office management services as follows:
   a. Assist the City of Columbia with scheduling and help conduct a pre-construction meeting.
   b. Review shop drawings, material and equipment submittals provided by the contractor for the Project.
   c. Address contractor requests for information during the construction period.
   d. If a construction change order is required, prepare, approve and submit proposed change order requests to the Client for approval. DESA will assist Consultant with the preparation of change orders.
   e. Review the contractor's periodic requests for payment and make recommendations to the Client concerning payments to the contractor. Consultant cannot be responsible for

recommending partial payment for defective work that may not be evident until the end of the project.

2. Provide for construction quality assurance testing on behalf of the Client. Deliverable I and Deliverable II construction will be considered separately. The estimated overall construction timeframe for each Phase is as follows:
   a. Deliverable I: 18 Months.
   b. Deliverable II: 9 Months.
3. Consultant will be responsible for construction progress meetings, including establishing a schedule, preparing agendas and facilitating and preparing minutes. Meetings will be held for the projects on the same day of the month to the extent possible. Meetings will be attended by a Senior Project Manager and Project Engineer from the Consultant. DESA will also attend the meetings and will assist Consultant with scheduling the construction progress meetings, preparing agendas, taking minutes during the meeting and producing meeting minutes for distribution.
4. Construction Observation: Construction of Deliverable I and Deliverable II of this Project is considered very complex. A significant amount of engineering time will be required during construction due to unknown conditions that cannot be determined during the preparation of construction documents. Many of the existing facilities are in service which hinders a thorough evaluation. There are unknown issues that may occur during construction and will be required to be handled on site by the Consultant. Consultant recommends the following minimum time for construction services for each of Deliverable I and Deliverable II for this project. This time is allocated for the entire estimated construction period for each phase, with each phase being constructed independently.
   a. Deliverable I (18 months):

1)	Principal	6 hours/month.
2)	Project Manager	72 hours/month.
3)	Project Engineer	62 hours/month.
4)	Electrical Engineer	12 hours/month.
5)	Structural Engineer	35 hours/month.
6)	DESA	
	Corporate	8 hours/month
	Project Engineer	22 hours/month
	Site Manager	60 hours/month (construction observation only) for the estimated construction period noted in E.4.

   b. Deliverable II (9 months):

1)	Principal	1.5 hours/month.
2)	Project Manager	12 hours/month.
3)	Project Engineer	26 hours/month.
4)	Electrical Engineer	3 hours/month.
5)	Structural Engineer	12 hours/month.
6)	DESA	
	Corporate	4 hours/month
	Project Engineer	14 hours/month
	Site Manager	40 hours/month (construction observation only) for the estimated construction period noted in E.4.

5. Post Construction Services (Project Close-Out Services):
   a. Consultant will assist the CITY with post construction services during the contractor's warranty period to evaluate warranty issues, notify contractor(s) of work required and observe completed warranty work.
   b. Consultant will prepare and furnish Record Drawings as developed from field records kept by the construction contractor within 90 days of the final pay request. The drawings will be presented in the form of Mylar prints and digital format on CD.
   c. Apply for a SCDHEC permit to operate.

F. ADDITIONAL SERVICES

1. In addition to the foregoing services, the following special services may be required:
   a. Redesign done by the Consultant at the request of the Client after final review.
   b. Services if project is re-advertised for bids for construction.
   c. Preparation of plans and specifications for "Alternate" bid items at the Client's request.
   d. Construction contract negotiations after bids are received.
   e. If required, prepare permitting applications/packages such as flood plain, wetlands, navigable waters, railroad, South Carolina Department of Transportation, and any others not specifically designated as being secured in the scope of services.
   f. The proposed fee for Construction Services is based on timeframes listed in Part E for each of the two (2) phases of this project. Should the construction period extend beyond these timeframes, the Consultant will negotiate with the Client for additional services required to complete the contract.
   g. Air permitting or any special permitting requirements other than those specifically listed in the Scope of Services.
   h. Preparation of plans and specifications for the addition of the hydro-electric plant to the Canal water treatment plant's electrical system to include necessary improvements at the hydro-electric plant.
   i. Preparation of plans and specifications for the addition of a solar photovoltaic system at the Canal water treatment plant.
   j. Other assistance or services as requested by the Client and not specifically provided for in the Scope of Services herein.

G. COMPENSATION

1. The Client shall compensate the Consultant for his services provided under this Proposal in accordance with the following:
   a. For services rendered for this Project for Item A.1 (Scope of Services Deliverable I and II Preliminary Services) the compensation to the Consultant shall be a lump sum fee of **$120,000.00**. This is based on projecting work required utilizing the Hourly Rate Schedule of Attachment A enclosed herewith.
   b. For services rendered for this Project for Items A. 2, A.3, B., C. and D. (Scope of Services Deliverable I / Scope of Services Deliverable II / Mentor Protégé Program Administration / Preparation of Plans and Specifications / Bidding and Award of Construction Contract) the compensation to the Consultant shall be a lump sum fee of **$1,334,000.00**. This is based on projecting work required utilizing the Hourly Rate Schedule of Attachment A enclosed herewith and summarized below:
      1) Items A.2, B., C., and D. - Deliverable I $1,042,000.00
      2) Items A.3, B., C., and D. - Deliverable II $292,000.00
   c. For services rendered for this Project for Item E (Construction Services) the compensation to the Consultant shall be on an hourly basis based on the Hourly Rate Schedule of Attachment A enclosed herewith and shall not exceed **$1,010,000.00** without prior approval of the Client. :
      1) Item E - Deliverable I $819,000.00
      2) Item E - Deliverable II $191,000.00
   d. For services rendered for this Project for Item A.2 (Scope of Services Deliverable I), compensation to the Consultant for preparation of the standard operating procedures operation and maintenance manual for the WTP shall be a lump sum fee of **$225,000.00**.
   e. Engineering contingency fees to cover additional engineering services for design and construction services for Deliverables I and II, all disciplines. The compensation to the Consultant shall be based on an hourly rate fee schedule and shall not exceed $100,000.00. Use of contingency funds are contingent upon written authorization of the Owner.

2. The fees listed above include work with subconsultants. Proposed subconsultants and their projected fees are listed in Attachment B - SUBCONSULTANT FIRM INFORMATION RECORDS enclosed herewith.
3. For services rendered under Additional Services - Item F, compensation to the Consultant shall be on an hourly rate basis in accordance with the Hourly Rate Schedule of Attachment A enclosed herewith.
4. The rates for Attachment A are adjusted every six months and the Client will be apprised of any changes prior to the Consultant performing any work under new rates.
5. Total estimated fees $2,789,000.00.

H. PAYMENT SCHEDULE

1. Invoices for foregoing engineering services will be submitted monthly based on percentage of work completed at the time of billing for Scope of Services / Mentor Protégé Program Administration /Preparation of Plans and Specifications / Bidding and Award of Construction Contract).
2. Invoices for Construction Services will be based on actual work completed.

I. ENGINEERING SCHEDULE

1. The estimated schedule for Deliverable I services from the issuance of the Notice to Proceed by the Owner is:
   a. Preparation of Plans and Specifications - 14 months.
   b. Bidding and Award of the Construction Contract - 5 months.
   c. Construction Administration and Observation Services - 18 months.

2. The estimated schedule for Deliverable II services from the issuance of the Notice to Proceed by the Owner is:
   a. Preparation of Plans and Specifications - 9 months.
   b. Bidding and Award of the Construction Contract - 5 months.
   c. Construction Administration and Observation Services - 9 months.

J. TERMS AND CONDITIONS

1. Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages.
2. Consultant's total liability for any loss or damage arising out of or in connection with the performance of services or any other cause, regardless of the legal theory under which such liability is imposed, shall not exceed the total compensation received by Engineer hereunder.
3. Opinions relating to inspection services may be based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Certifications, opinions, conclusions, or recommendations made by Engineer during the performance of services are statements of professional opinion and do not constitute a warranty or guarantee of any kind.

URS / BP Barber is ready to begin work immediately upon receiving a Notice to Proceed. Once you have an opportunity to review this proposal, we will be glad to meet with you and discuss the scope. We look forward to hearing from you. Feel free to call Tim Schumpert or myself if you have any questions or if you need more information.

Very truly yours,
URS / BP Barber

R. Thomas Haselden, Jr., P.E.
Vice President

TGS/st

Enclosures

cc: Jason Shaw, P.E., City of Columbia
James M. Summers, City of Columbia
Timothy G. Schumpert, P.E., URS / BP Barber
G. Keith McLeod, P.E., URS / BP Barber
V. Craig Metts, P. E., URS / BP Barber

SUBCONSULTANT FIRM INFORMATION RECORDS

The Consultant shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the Client, including the reason(s) for the proposed changes, prior to initiation of any action by the Consultant. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name & Telephone #	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services*
Howard Engineering PO Box 237 Marietta, SC 29661	Amy Howard 864-836-0440	MBE	Electrical Engineering; Mechanical Engineering	$ 127,360
Chao and Associates, Inc. 7 Clusters Court Columbia, SC 29210	Jimmy Chao, P.E.	MBE	Structural Engineering	$ 477,640
Terracon Consultants, Inc. 521 Clemson Road Columbia, SC 29229	Phillip Morris, P.E.	Non	Preliminary Geotechnical Engineering	$ 20,000
Terracon Consultants, Inc. 521 Clemson Road Columbia, SC 29229	Phillip Morris, P.E.	Non	Construction Quality Assurance Geotechnical	$ 55,000
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Dianne Sumpter 803- 730-6466	M/F/SBE	Protégé - Assist with Preparation of Plans & Specifications, Construction Administration & Observation	$ 227,106

* Estimated fee; fee may vary based on actual services provided.

Attachment A
URS CORPORATION ("URS")
HOURLY RATE SCHEDULE

Schedule 2011B

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Principal	$200.00
Senior Project Manager	$170.00
Senior Project Coordinator	$140.00
Senior Project Engineer	$140.00
Project Manager	$130.00
Senior Design Associate	$120.00
Senior Environmental Health & Safety Manager	$120.00
Project Engineer	$110.00
Senior Hydro Geologist	$105.00
Landscape Architect	$90.00
Senior Design Technician	$90.00
Engineering Associate	$90.00
Project Representative	$80.00
Design Technician	$80.00
CADD	$75.00
Administrative Services	$75.00

Survey & GIS Services

Principal	$140.00
Surveying Manager	$110.00
Surveying Associate	$75.00
Survey Crew Chief	$75.00
Instrument Operator	$50.00

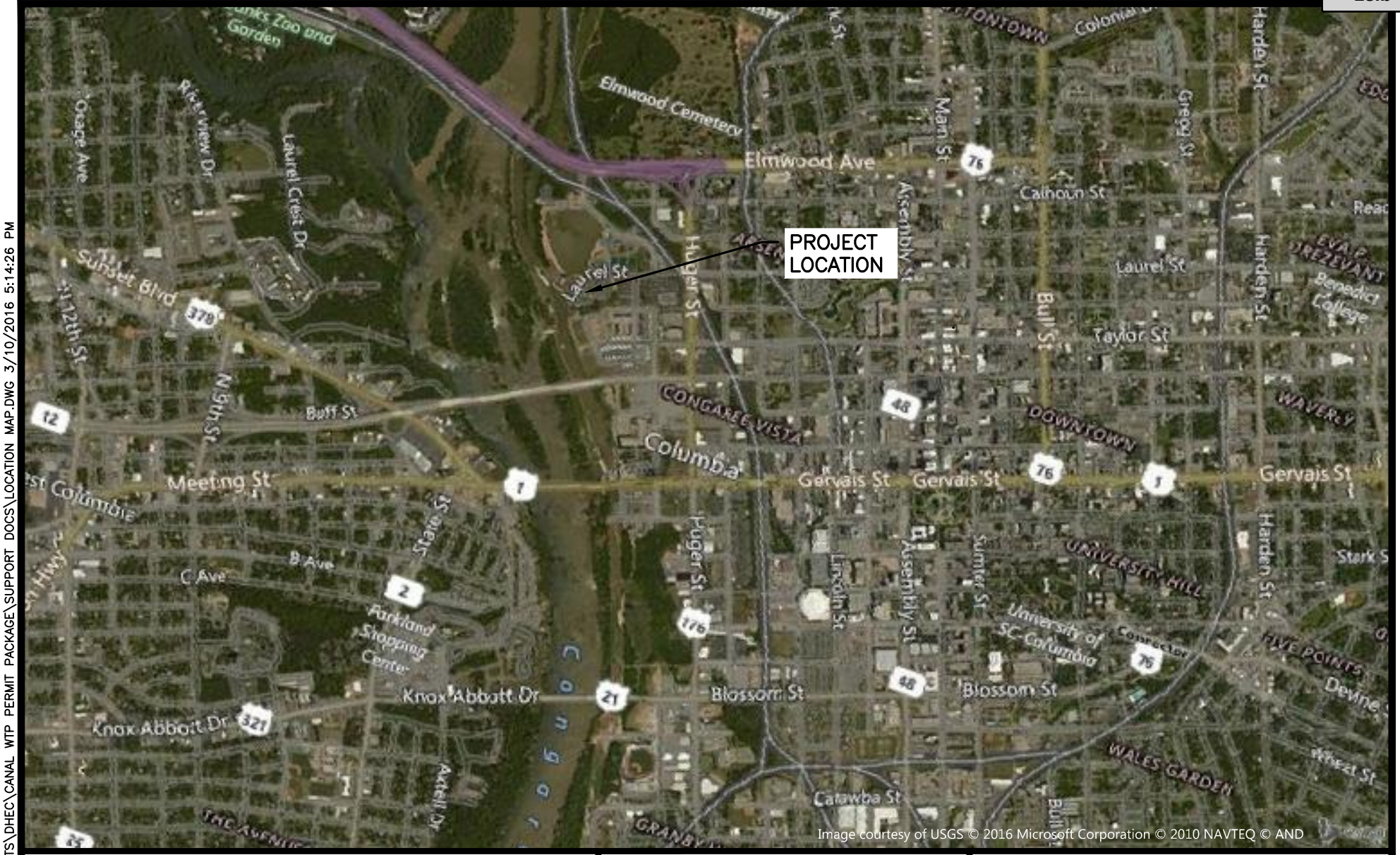
Senior GIS Project Manager	$145.00
Senior GIS Analyst	$110.00
GIS Project Manager	$120.00
GIS System Designer	$115.00
GIS Analyst/Programmer	$105.00
GIS Specialist	$75.00
GIS Technician	$65.00

Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates **January 1 - June 30, 2012**

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.



500' 0 500' 1,000'

GRAPHIC SCALE: 1" = 2000'

NORTH

URS
101 Research Drive
Columbia, South Carolina 29203
Telephone (803) 254-4400 : Fax (803) 771-6676
www.URSCorp.com

CANAL WATER TREATMENT PLANT CLEARWELL AND HIGH SERVICE PUMP STATION IMPROVEMENTS FOR CITY OF COLUMBIA,SC

DATE: MARCH 2016

FIGURE 1

N:\PROJECTS\11221\PERMITS\DHEC\CANAL WTP PERMIT PACKAGE\SUPPORT DOCS\LOCATION MAP.DWG 3/10/2016 5:14:26 PM

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Trend Micro Deep Discovery Inspector Software, as requested by the Information Technology Services Department. Award to Dell, Inc., using the National Cooperative Purchasing Alliance Contract in the amount of $53,560.50. This firm is located in Round Rock, TX.**

REQUISITION NO.: **R185675**

FINANCIAL IMPACT: **Funding source:Technology Replacement; Computer/Electrical Equipment-Capital 6218954-658600. The original budgeted amount is $53,560.50.**

ORIGINAL BUDGET: **$53,560.50**

CLEAN WATER 2020?: **No**

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

Sec. 2-204.-Item (10) - 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 purchasing.

ATTACHMENTS:

- **#a:** Quote (PDF)
- #b: RFP and BID TABULATION (PDF)

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: $49,593.06

Quote number:	Quote date:	Quote expiration:
1020308395398.1	Sep. 7, 2017	Oct. 7, 2017

Company name:	Customer number:	Phone:
CITY OF COLUMBIA	132601629	(803) 545-3471

Sales rep information:

Deion Redmond
Deion_Redmond@DellTeam.com
(800) 456-3355
Ext: 5131846

Billing Information:

CITY OF COLUMBIA
ACCOUNTING DEPT
P O BOX 147
COLUMBIA
SC 29217-0001
US
(803) 545-3471

Pricing Summary

Item	Qty	Unit Price	Subtotal
VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U	1	$24,796.53	$24,796.53
VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U	1	$24,796.53	$24,796.53

Subtotal:	$49,593.06
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$49,593.06**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Deion Redmond

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
IT DEPT	(803) 545-3471	DELL Standard Delivery	CITY OF COLUMBIA 2ND FLR, STE 202/204 COLUMBIA SC 29201-3215 US

SKU	Description	Qty	Unit Price	Subtotal
	VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U **Contract No:** 50AHC **Customer Agreement No:** NCPA 01-42	1	$24,796.53	$24,796.53
A9889449	VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U **Contract No:** 50AHC **Customer Agreement No:** NCPA 01-42	1	$24,796.53	$24,796.53
A9889449	VLA TREND MICRO DEEP DISCOVERY INSPECTOR MODEL VA 1000 1GBPS 1U	1	-	-

Subtotal:	$49,593.06
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$49,593.06**

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the f oregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Request for Proposal (RFP) for Technology Solutions

Solicitation Number: 11-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10, 2015, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3, 2015. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Technology Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

Technology Solutions

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 11-15

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor.

- Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten

(10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $$75 - $100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: _____
      Title: _____
      Company: _____
      Address: _____
      City: _____ State: _____ Zip: _____
      Phone: _____ Email: _____

- Purchase Orders
  - Contact Person: _____
  - Title: _____
  - Company: _____
  - Address: _____
  - City: _____ State: _____ Zip: _____
  - Phone: _____ Email: _____
- Sales and Marketing
  - Contact Person: _____
  - Title: _____
  - Company: _____
  - Address: _____
  - City: _____ State: _____ Zip: _____
  - Phone: _____ Email: _____

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    ☐ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☐ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☐ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Office Equipment
- Printers
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- DVD / Books / Music / Video

Services

- Installs
- Asset Management
- Managed Services
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Insurance

Tab 6 – References

- Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

Tab 7 – Pricing

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE
15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

No.	Higher Education
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA

No.	K - 12
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO. SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO.91
73	MT.SCOTT LEARNING CENTERS
74	MULTISENSORY LEARNING ACADEMY

No.	Nonprofit & Other
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT
82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU'OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
15	BLIND ENTERPRISES OF OREGON
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL
23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP, MICHAEL KING.
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUSING DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN

88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INTL PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION
231	TRILLIUM FAMILY SERVICES, INC.
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233	UNION GOSPEL MISSION
234	UNITED CEREBRAL PALSY OF OR AND SW WA
235	UNITED WAY OF THE COLUMBIA WILLAMETTE
236	US CONFERENCE OF MENNONITE BRETHREN CHURCHES
237	US FISH AND WILDLIFE SERVICE
238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI AVENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

Evaluation Criteria	Point Value	*GovConnection*	*CDI Computer Dealers*	*Troxell*	*JourneyEd*
Pricing	40	35	30	34	20
Ability to service the contract	25	25	25	25	15
References	15	10	10	15	8
Technology	10	8	9	10	10
Value Added Products and Services	10	9	5	6	3
Total	**100**	**87**	**79**	**90**	**56**

Vendors Awarded Under this Contract

GovConnection	*CDI Computer Dealers*	*Best Buy*
Howard	*Vion*	*Zones*
Troxell	*Dell*	*FireFly Computers*
Lenovo	*MNJ Techologies*	

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	*Howard Technology Solutions*	*Vion*	*Dell*	*Lenovo*
Pricing	40	28	25	40	32
Ability to service the contract	25	25	23	25	25
References	15	10	15	12	12
Technology	10	8	10	10	10
Value Added Products and Services	10	2	5	10	8
Total	**100**	**73**	**78**	**97**	**87**

Evaluation Committee for Contract:

Ken Thompson

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Emily Jeffrey

Evaluation Criteria	Point Value	*Harman*	*MNJ Technologies*	*ME Interests, LLC*	*Best Buy*
Pricing	40	30	35	30	30
Ability to service the contract	25	10	25	10	25
References	15	8	10	5	13
Technology	10	8	8	8	10
Value Added Products and Services	10	2	0	0	8
Total	100	58	78	53	86

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	*Zones*	*Fischer International Identity*	*FireFly Computers*	*Tequipment*
Pricing	40	35	30	30	30
Ability to service the contract	25	25	5	23	15
References	15	14	12	15	8
Technology	10	9	5	4	4
Value Added Products and Services	10	7	7	8	2
Total	**100**	**90**	**59**	**80**	**59**

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

NCPA

Technology Solutions

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Technology Solutions	CSI: Lubbock	Donny Neal	2825 74th St	Lubbock	Texas	79423	8062410571	donny@csi-lubbock.com	9/9/2015 2:31:37 PM
Technology Solutions	HCGI	Bill Heneghan	10440 Lil Patuxent Pkwy 3r Floor	Columbia	Maryland	21044	4109135551	bheneghan@hcgi.com	9/3/2015 9:17:50 AM
Technology Solutions	PowerGistics	Crystal Morgan	100 Continental Dr	Columbus	Wisconsin	53925	9206233979	crystal@powergistics.com	9/2/2015 11:04:56 AM
Technology Solutions	Clear Touch Interactive	Keone Trask	561 Keystone Avenue	Reno	Nevada	89503	775-473-9199	kt@getcleartouch.com	9/2/2015 7:22:34 AM
Technology Solutions	Innovative Office Products, LLC	Jay R. Engelbrecht	100 Kuebler Road	Easton	Pennsylvania	18040	610-559-6327	jengelbrecht@iodarms.com	8/28/2015 9:59:43 AM
Technology Solutions	Precision Task Group	Steve McCampbell	9801 Westheimer, Suite 803	Houston	Texas	77055	713 781 7481	steve@ptg.com	8/27/2015 3:56:08 PM
Technology Solutions	VION Corporation	Armelle Tallec	196 Van Buren Street	Herndon	Virginia	20170	571-353-6016	armelle.tallec@vion.com	8/26/2015 2:46:03 PM
Technology Solutions	Florida Technology Consultants	Katie Stevens	PO Box 633	Crystal Beach	Florida	34681	727-789-5020	floridatechnologyconsultants@gmail.com	8/24/2015 11:55:57 AM
Technology Solutions	GovConnection	Carlos Montanez	732 Milford Rd	Merrimack	New Hampshire	03054	8323498565	cmontanez@govconnection.com	8/21/2015 12:25:51 PM
Technology Solutions	SHI International Corp.	Nick Grappone	290 Davidson Avenue	Somerset	New Jersey	08873	732-564-8189	nick_grappone@shi.com	8/17/2015 12:53:18 PM
Technology Solutions	SMS Tech Solutions	Christopher Neet	7418 Olde Sycamore Drive	Mint H.3	North Carolina	28227	512-627-1375	cneet@smstechsolutions.com	8/17/2015 12:02:54 PM
Technology Solutions	Ford Audio Video Systems, LLC	Jim Tulberg	1340 Airport Commerce Way # 470	Austin	Texas	78741	512-447-1103	tulbj@fordav.com	8/14/2015 12:26:50 PM
Technology Solutions	Logisoft Computer Products LLC	Robin Sommers	6605 Pittsford Palmyra Road	Fairport	New York	14450	888-564-4763	rsommers@logisoft.com	8/13/2015 3:11:50 PM
Technology Solutions	CDI Computer Dealers Inc.	Aurelea Gumiela	130 South Town Centre Blvd.	Markham	Illinois	L6G1B8	8882265727	agumiela@cdicomputers.com	8/13/2015 8:10:00 AM
Technology Solutions	Extron Electronics	Kellie Herrera	1025 East Ball Road	Anaheim	California	92805	800-633-9876	kherrera@extron.com	8/12/2015 4:50:59 PM
Technology Solutions	Tripp Manufacturing Company	Colleen Harrington	1111 W. 35th street	Chicago	Illinois	60609	773-869-1434	Colleen_Harrington@tripplite.com	8/12/2015 3:26:06 PM
Technology Solutions	PowerGistics	Wade Rhodes	100 Continental Drive	Columbus	Wisconsin	53925	800-355-3475	wade@powergistics.com	8/12/2015 2:54:16 PM
Technology Solutions	CJIS GROUP	kristina boyd	2758 Coastal Hwy	Crawfordville	Florida	32327	8509269800	kristina@cjisgroup.com	8/12/2015 2:01:55 PM
Technology Solutions	ProComputing Corporation	Michael McKinstry	747 Port America Place	Grapevine	Texas	76051	214-634-2450	mckinstry@procomputing.com	8/11/2015 11:30:53 AM
Technology Solutions	City of Porterville	Richard Tree	291 N. Main Street	Porterville	California	93257	5597827448	rtree@ci.porterville.ca.us	8/11/2015 12:29:14 AM
Technology Solutions	Tammy Rimes Consulting	Tammy Rimes	18011 Bluegrass Road	Ramona	California	92065	7607893689	tammy@tammyrimes.com	8/10/2015 1:14:05 PM
Technology Solutions	viaus products	Roy Chao	2793 vista bluff blvd	lewisville	Texas	75067	4692848884	email2793@gmail.com	8/10/2015 11:37:46 AM
Technology Solutions	ESEI	J. Antonio Rico	5400 Suncrest, Ste. B3	El Paso	Texas	79912	(915) 587-7902	jarico@esei.com	8/10/2015 11:31:57 AM
Technology Solutions	HCGI Hartford, Inc.	Carol Huff	10440 Little Patuxent Parkway	Columbia	Maryland	21044	410-202-8042	chuff@hcgi.com	8/10/2015 10:19:21 AM
Technology Solutions	IBM	Eric Rice	7100 Highlands Parkway	Smyrna	Georgia	30082	770-863-1572	erice2@us.ibm.com	8/7/2015 1:37:32 PM
Technology Solutions	MNJ Technologies Direct, Inc.	Mark Kuffel	1025 Busch Parkway	Buffalo Grove	Illinois	60089	847-876-8806	mkuffel@mnjtech.com	8/7/2015 12:24:26 PM
Technology Solutions	VION Corporation	Jana M Jackson	196 Van Buren Street	Herndon	Virginia	20170	571-353-6000	jana.jackson@vion.com	8/7/2015 11:53:09 AM
Technology Solutions	Hatch	Jason Current	301 N Main St Ste 101	Winston-Salem	North Carolina	27101	8006247968	jcurrent@hatchearlychildhood.com	8/7/2015 9:25:06 AM
Technology Solutions	Allied Security Links	Eddie Ward	1005 Kramer Lane	Austin	Texas	78758	5128506399	eddie@alliedsecuritylinks.com	8/6/2015 10:05:05 PM
Technology Solutions	CMC Americas, Inc.	Mallik Kamsani	4354 S Sherwood Dorest Blvd	Baton Rouge	Louisiana	70816	2252968440	mallik.kamsani@cmc-americas.com	8/6/2015 8:12:06 PM
Technology Solutions	Logisoft	Paul Finn	6605 Pitts-Palm Rd	Fairport	New York	14450	585-598-8621	pfinn@logisoft.com	8/6/2015 11:55:19 AM
Technology Solutions	Advanced Networks of Texas	Mark Morrone	2910 Commercial Center Blvd	Katy	Texas	77494	9728508414	markm@anettexas.com	8/6/2015 11:47:32 AM
Technology Solutions	Insource Technology	Kelli Fly	20405 SH 249	Houston	Texas	77070	281-774-4332	kelli.fly@insource.com	8/6/2015 11:32:17 AM
Technology Solutions	Max Cases	Robin Moore	1605 Monrovia Avenue	Costa mesa	California	92627	626 353 5335	robin@maxcases.com	8/6/2015 10:56:00 AM
Technology Solutions	Critical Project Services, LLC	Jack Jones	17000 Dallas Parkway, Ste 104	Dallas	Texas	75248	4693716781	jjones@cps-llc.com	8/6/2015 10:35:52 AM
Technology Solutions	CampusEAI	Nick Kumar	1111 Superior Avenue,	Cleveland	Ohio	44114	2165899626	nick_kumar@campuseai.org	8/6/2015 7:50:32 AM
Technology Solutions	Zones Inc	George Vopinek	233 s Wacker Dr	Chicago	Illinois	60606	2532053740	george.vopinek@zones.com	8/5/2015 3:40:23 PM
Technology Solutions	BahFed Corp	Sharon Vail	1201 SW 12th Ave Suite 304	Portland	Oregon	97205	5032088410	sharon.vail@bahfed.com	8/5/2015 11:48:36 AM
Technology Solutions	NETGEAR	Angela Sneed-Curry	350 E Plumeria	San Jose	California	95134	817-366-2901	angela.curry@netgear.com	8/5/2015 10:23:52 AM
Technology Solutions	Zones INC	Jason Smith	1102 15th St. SW; Suite 102	Auburn	Washington	98001	253-205-3756	jason.smith@zones.com	8/5/2015 9:15:28 AM
Technology Solutions	West Texas Chapter AGC	Cheryl Wake	3125 S. 27th Street	Abilene	Texas	79605	3256767447	wtagc@sbcglobal.net	8/4/2015 11:48:06 AM
Technology Solutions	pcmg	sandeep kapoor	1940 e mariposa ave	el segundo	California	90245	3102254047	contract@pcmg.com	8/4/2015 11:47:05 AM
Technology Solutions	First Service Technology	Calvin Womack	18587 Sigma Road	San Antonio	Texas	78258	2103388894	sales@teamfst.com	8/4/2015 10:37:19 AM
Technology Solutions	GovConnection, Inc.	Shelly Lawrence	732 Milford Road	Merrimack	New Hampshire	03054	800 800 0019	mlawrence@govconnection.com	8/4/2015 9:01:21 AM
Technology Solutions	erepublic	Lisa Boccadoro	100 Blue Ravine Rd.	Folsom	California	95630	9169321300	lboccadoro@erepublic.com	8/3/2015 6:31:41 PM
Technology Solutions	Bright White Paper Co	Rick Kaden	PO Box 2472	Palm City	Florida	34990	7722235511	Rick@brightwhitepaper.com	8/3/2015 3:02:06 PM
Technology Solutions	FireFly Computers	Brian Dimitroff	4463 White Bear Pkwy Ste 102	Saint Paul	Minnesota	55110	612-326-1396	brian@fireflycomputers.com	8/3/2015 2:21:13 PM
Technology Solutions	erepublic	Lisa Boccadoro	100 Blue Ravine Rd.	Folsom	California	95630	916-932-1300	lboccadoro@erepublic.com	8/3/2015 1:37:04 PM
Technology Solutions	M&A Technology	Debi Cooper	3370 Nacogdoches	San Antonio	Texas	78217	888-243-5092	dcooper@macomp.com	8/3/2015 12:27:21 PM
Technology Solutions	Apple	Betsi Lynch	11910 Freedom Dr	Reston	Virginia	20190	6099538929	betsi@apple.com	7/31/2015 3:33:06 PM
Technology Solutions	Fischer International Identity, LLC	Dorothy Rosevelt	PO # 9077	Naples	Florida	34101-9077	239 436 2625	djr@fischerinternational.com	7/31/2015 12:14:16 PM
Technology Solutions	Waypoint Business Solutions	Paul Neyman	20333 State HW 249	Houston	Texas	77070	2817972464	pneyman@waypointsolutions.com	7/31/2015 10:35:44 AM
Technology Solutions	Start Innovative Technologies	Gary Scitthelm	3526 26 St NE	Calgary, AB	Texas	T1Y 4T7	403 973 2240	gary.scitthelm@start-technologies.net	7/30/2015 8:08:57 PM
Technology Solutions	Harman Professional	Mark Henkin	8500 Balboa Blvd	Northridge	California	91329	818-895-3323	mark.henkin@harman.com	7/30/2015 8:00:28 PM
Technology Solutions	Advanced Information systems & Services	Gordon Henwood Sr	403 Donato Circle	Scotch Plains	New Jersey	07076	9083611101	ghenwood55@gmail.com	7/30/2015 5:38:56 PM
Technology Solutions	Wright Line, LLC	Catherine Adams	21101 Iowa Avenue	Chestertown	Maryland	21620	410-810-7012	catherineaadams@eaton.com	7/30/2015 4:55:26 PM
Technology Solutions	Howard Technology Solutions	Yareasia Ellis	P O Box 1590	Laurel	Mississippi	39441	6014253181	yellis@howard.com	7/30/2015 4:22:04 PM
Technology Solutions	Henry Savelli and Associates	henry savelli	212 west state street	Trenton	New Jersey	08608	609-392-5696	henry@henrysavelli.com	7/30/2015 2:40:07 PM
Technology Solutions	GovConnection	Robert Marconi	732 Milford Road	Merrimack	New Hampshire	03054	6039133896	rmarconi@govconnection.com	7/30/2015 12:41:53 PM
Technology Solutions	Troxell Communications, Inc.	Terra Bremer	4675 E Cotton Ctr Blvd Ste 155	Phoenix	Arizona	85040	800-352-7912	terra.bremer@trox.com	7/30/2015 12:33:04 PM
Technology Solutions	IBM	Eric Rice	7100 Highlands Parkway	Smyrna	Georgia	30308	770-863-1572	erice2@us.ibm.com	7/30/2015 12:16:47 PM
Technology Solutions	Lenovo	Ricardo Santos	3418 26th Street,	San Francisco	California	94110	805 798 3461	rsantos4@lenovo.com	7/30/2015 12:15:43 PM
Technology Solutions	ImmixGroup	Ron LeClerc	8444 Westpark Drive	McLean	Virginia	22102	703-663-1934	ron_leclerc@immixgroup.com	7/30/2015 12:03:14 PM
Technology Solutions	Best Buy	Jason W Nelson	7601 Penn Ave South	Richfield	Minnesota	55423	612-291-7115	jason.nelson@bestbuy.com	7/30/2015 11:15:52 AM
Technology Solutions	EarthWalk Communications, Inc.	Erin Gunther	10511 Battleview Parkway	Manassas	Virginia	20109	8882134900	Bids@earthwalk.com	7/30/2015 11:10:44 AM
Technology Solutions	JourneyEd.com Inc	Charity Kountz	5212 Tennyson Parkway Suite 130	Plano	Texas	75024	8003763507	ckountz@journeyed.com	7/30/2015 11:02:28 AM
Technology Solutions	MCM	Michael Mintz	170 Great Hills Drive	South Orange	New Jersey	07079	917-837-4051	mmintz@mcmsalesconsulting.com	7/30/2015 10:19:21 AM
Technology Solutions	B&H Photo Video	Ely	420 9th ave.	New York	New York	10001	2122397500	elyl@bhphoto.com	7/30/2015 8:16:19 AM

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

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

REQUISITION NO.: **R183885**

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

ORIGINAL BUDGET: **$373,157.28**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life**

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- **#a:** Sole source justification (PDF)
- #b: Quote (PDF)

HISTORY:

10/03/17	**Columbia City Council**	**DEFERRED**

Requisition # R183885

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro WWTP (1) Division,

Metro WWTP Aquaguard Screen AG-S-A and OEM Parts (2)

as a sole source procurement from Parkson (3)

based upon the following justifications: As a result of the October 2015 storm and flood event, the City of Columbia's Metro Wastewater Treatment Plant incurred damages to the Aquaguard Screen AG-S-A and associated parts necessary for installation and repair/replacement. The initial purchase of the screen equipment was accomplished through a public bid solicitation on April 22, 2010, and Parkson Corporation (the Original Equipment Manufacturer, OEM) was selected to provide the equipment. In addition to favorable pricing, the Aquaguard Screen equipment is compatible with other components of the City's wastewater treatment plant system. When the equipment was found to be damaged after the October 2015 storm, the City of Columbia sought pricing to accomplish a repair through Heyward Inc, an authorized repair agent for the specialized screen equipment. Heyward provided a price quote for $678,000 to repair the damaged equipment. This quote included pricing from the OEM (Parkson Corporation) to repair/replace the equipment, as well as pricing to dismantle the building to remove the equipment to accomplish the requisite repairs, and then reinstall the repaired screens and rebuild the enclosing structure. The OEM is the only source for the replacement parts necessary to repair the equipment. The OEM also offers a certified rebuild with a one (1) year mechanical warranty. In an effort to achieve more fair and reasonable pricing, the City arranged an onsite visit from the OEM to examine the damaged screen and equipment, and discuss alternative and less costly repair options. As a result of the site visit, and further consideration of alternative repair methods, the OEM was able to provide a much-reduced price for the repair of the screen and equipment. The pricing provided by the OEM indicates that 76% of the total price is associated with parts and equipment, and the remaining 24% is associated with labor and profit.

This sole source is valid through June 30, 2018 Amount $ 373,157.28

UTILITIES		8.2.17
Department	Signature of Department Head	Date
- See Land/Maths approval attached		
	Signature of Purchasing Agent	8/25/17 Date
Form must be routed in the order of the signatures	Signature of Finance Director	9-1-17 Date
ACM Shealy *	Signature of Asst. City Manager	9/12/17 Date
	Signature of City Manager	9/12/17 Date

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

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

Parkson
Treating Water Right

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Sole Source Letter

To:	La'Toyia T. Davis	**Date:**	July 1, 2017
Company:	Columbia, SC Dept of Utility Operations-Metro WWTP	**From:**	Richard Musante
Tel:		**Tel:**	(814) 659-1214
Fax:		**Fax:**	
Email:		**Email:**	rmusante@parkson.com
# Pages:	1	**Cc:**	Dave Johnson
Subject:	Product: Aquaguard Screen AG-S-A		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Richard Musante

Parkson Corporation

Quotation

NUMBER: B02010781 D

DATE: March 20, 2017

TO: Columbia WWTP
1200 Simon Tree Ln.
Columbia, SC

Attn:
Tel:
Fax:
E-Mail:

REF.: Project Name: Columbia WWTP
Project Location: Columbia, SC
Original Serial #: 201136
Rebuild #: B02010781

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	Three
Unit #:	201136
Model:	AG-S-A

1.A Existing Equipment:

Description

Screen Width:	5 ft. 10-1/2 in.
Solids Discharge Height:	16.5 ft.
[as measured from the bottom of the channel to the discharge point]	
Screen Angle:	75 º
Screen Opening:	6 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	304/410
Filter Element Shafts:	304 SS
Side Plate:	high impact phenolic

1.B **The following items are needed for the rebuild of three screens:**

Item Description	Quantity
Complete Screen Assembly Includes all filter shafts, snap rings, side and center conveyor chain, spacer washers, side plates and filter elements	3

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (3 Units) .....$345,516.00 USD

1. To ensure work site safety, customer/owner is responsible thoroughly cleaning, pressure washing and disinfecting the unit. Customer is also responsible for disconnecting all electrical and water from the unit so it can be pivoted from the channel.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
5. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,000 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNIT(S) ONLY:

1. ..... Add/Deduct.....$ **USD**

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule:

☒ Submittal Phase not required on this project.

☒ Parts availability: 8 - 10 weeks following receipt of acceptable written Purchase Order.

☒ Field/on-site rebuild will be accomplished within 4 weeks after parts are delivered to customer, but in no event later than 90 days.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Engineering Department**

FROM: ***Dana Higgins, Director of Engineering***

SUBJECT: **Council is asked to approve Project WM4410; Water Main Relocation along Dutch Fork Road, as requested by Columbia Water. Award to the South Carolina Department of Transportation (SCDOT) in the amount of $52,835.35.**

REQUISITION NO.: **R186457**

FINANCIAL IMPACT: **Funding Source: FY 16/17 CIP WM335517-Utility Conflicts Annual. The original budgeted amount for this project is $200,919.00. The City's cost share is $52,835.35, (19%) and SCDOT cost share is $225,245.44, (81%).**

ORIGINAL BUDGET: **$200,919.00**

CLEAN WATER 2020?: **No**

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

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 16" water line within the boundaries of their Dutch Fork Rd (U.S. 76) and Johnson Marina Rd (S-618) Intersection Improvement project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water line due to its construction and improvements along a segment of Dutch Fork Rd located within Richland County. The proposed intersection improvements include roadway widening, turn lanes, traffic lighting and storm drainage.

Due to these proposed improvements it is necessary for the City of Columbia relocate 703 linear feet of its 16-inch water line. The City has Prior Rights. The City's cost share is $52,835.35, (19%) and SCDOT cost share is $225,245.44, (81%).

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed you will find SCDOT's Utility Agreement (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY 16/17 CIP Project WM335517-Utility Conflicts Annual. The original budgeted amount for this project is $200,919.00

The Director of Engineering recommends approval of this project in the amount of $52,835.35 to be reimbursed to SCDOT upon completion of this work.

ATTACHMENTS:

- **#a:** SCDOT Agreement_ WM4410 Water Relocation Dutch Fork Rd @ Johnson Marinia Rd (PDF)
- #b: WM4410 - Water Main Relocation Along Dutch Fork Rd (PDF)
- #c: Cost Estimate Dutch Fork at Johnson Marina (PDF)
- #d: WM4410 Dutch Fork Rd Water Main Relocation budget transfer form and IFAS report(PDF)
- #e: Location Map -Dutch Fork Rd Rd at Johnson Marina Rd (PDF)

AGREEMENT
For In-Contract Utility Relocation
Water Line WM44100 Relocation
Dutch Fork Rd (U.S. 76) & Johnson Marina RD (S-618) In Lexington County
SCDOT Project ID P027608

In an effort to ensure the successful completion of the Water Line facilities relocation along the above referenced location in Lexington County, and in consideration for the mutual promises and commitments set forth below, the South Carolina Department of Transportation (**SCDOT**) and the City of Columbia (**PARTICIPANT**) covenant and agree as follows:

This document is to serve as an Agreement as to the specific responsibilities of the **PARTICIPANT** and **SCDOT** in completing this project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to the engineering, right-of-way services, construction, and inspection services associated with the Water Line Relocation undertaken in connection with the Widening project along Dutch Fork Road in Lexington County.

    A. The term "Utility Work" shall include the following items:
    Water Line Relocation

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**'s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **PARTICIPANT** and licensed and qualified to perform the Utility Work.
3. **SCDOT** will supply a detailed cost breakdown for any scope changes and **PARTICIPANT** must approve this scope change before the contractor can commence with the work.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A.
2. **SCDOT** will pay for the cost of the Utility Work included in **SCDOT's** Contract, and **PARTICIPANT** will reimburse **SCDOT** for its share of the cost as set forth below.

3. **PARTICIPANT** estimates the total cost of construction of the Utility Work to be $252,800.39 plus a maximum 10% management fee not to exceed a total cost of $278,080.79 with such costs to be allocated as follows:
   a. **SCDOT's** share is based on 610 linear feet (0.12 miles) of relocation and is estimated at $225,245.44 (81%); and
   b. **PARTICIPANT's** share is based on 143 linear feet (0.03 miles) of relocation and is estimated at $52,835.35 (19%).
   c. Actual construction costs will be allocated between the parties according to these percentages.
4. In accordance with its procurement practices and procedures, SCDOT will solicit bids for the construction of the Project, including the Utility Work, and will award the SCDOT Contract to the contractor with the lowest qualified bid for the overall work of the Project.
5. **SCDOT** shall notify **PARTICIPANT** in writing as to the cost of the Utility Work included in the awarded **SCDOT** Contract and provide **PARTICIPANT** with the opportunity to concur in writing. The dollar amounts of **PARTICIPANT's** and **SCDOT's** share of the cost of the Utility Work in the Awarded Contract shall be adjusted in accordance with the percentages set forth above.
6. Once the contractor begins work, **SCDOT** will bill **PARTICIPANT** quarterly for reimbursement of payments made to the contractor for Utility Work, and **PARTICIPANT** shall remit payment to **SCDOT** within 30 days of date of invoice.
7. **PARTICIPANT** will be responsible for review and approval of change orders submitted by **SCDOT**. No additional payment shall be made for any item of work not provided for in the plan or in the cost estimate except as modified by the **SCDOT** project representative followed by written notification to and approval by **PARTICIPANT**.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT**'s contract for the construction of the Project.
2. Provide the **PARTICIPANT** or the **PARTICIPANT's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
3. Provide **PARTICIPANT** copies of contractor's pay requests relating to the Utility Work for review prior to payment and any change orders which affect the cost of the Utility Work.
4. **SCDOT** will submit in writing any change orders to **PARTICIPANT** for review and approval before contractor commences work.
5. **SCDOT** shall ensure contractor coordinates cut and fill during utility relocation and roadway construction is never jeopardized and there is never less than 2 feet of cover on the active waterline. Additional guidelines for the waterline are provided in Sections IV.5.A – IV.5.C.
   A. For new waterlines installed as part of the project, cover at the time of Project completion shall be no less than 48 inches measured from the top of pipe to the elevation of the pavement at the edge of the roadway or top of ground elevation (whichever is lowest).
6. SCDOT shall ensure the contractor coordinates the sequencing of waterline relocation, testing, placing into service with the **PARTICIPANT** to ensure the existing line remains in service until

all tests and approvals are in place and provided to the **PARTICIPANT** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.

7. As a part of the Construction Contract, **SCDOT** will ensure the contractor performing the Utility Work has obtained and maintains in place for the duration of the Utility Work those insurance policies required by the **PARTICIPANT** and naming the **PARTICIPANT** as an additional insured by providing copies to the **PARTICIPANT**.
8. As a part of the Construction Contract, the **PARTICIPANT** will include in the Specification a requirement for the contractor to warranty the improvements for two years (2) after final acceptance. **SCDOT** will ensure that the contractor includes this in their bid. Final acceptance of waterline begins once new waterline has been completely installed, inspected, and placed into service as shown in the PARTICIPANT's design documents.
9. **SCDOT** shall allow the **PARTICIPANT** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to the **PARTICIPANT** of the time and place the materials will be available for inspection. The **PARTICIPANT** shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the **PARTICIPANT** elects to retrieve the materials, there will be no cost associated with doing so but the **PARTICIPANT** shall be responsible for removal from the inspection site. If the **PARTICIPANT** elects not to retrieve the items, **SCDOT** may sell them for scrap or allow the contractor to do so.

Section V – PARTICIPANT's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, estimated cost, and construction observation services for the Utility Work. **PARTICIPANT** shall acquire any additional easement necessary outside **SCDOT**'s new right-of-way.
3. The **PARTICIPANT's** on-site representative and/or Inspector will sign off on the installed quantity of pipe and associated equipment on a daily basis for each construction phase duration of the **PARTICIPANT's** utility work. The Contractor shall coordinate the construction schedule with the **PARTICIPANT** and provide a minimum of 48 hours notice for days in which the contractor plans to perform work associated with the Project. **PARTICIPANT's** on-site representative and/or Inspector will perform inspection for all items related to the waterline installation including but not limited to borrow compaction, material inspection, waterline installation and activation, and all related material removal and disposal.
4. Pay the cost of the Utility Work in accordance with Section III - Funding.
5. PARTICIPANT to submit a utility agreement for the design services associated with the sealed plans depicting the waterline within the SCDOT right of way, for inspection services, and for other services as deemed necessary.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **PARTICIPANT's** facilities within **SCDOT** Right-of-Way based on the **PARTICIPANT's** design documents and approved Encroachment Permit.
2. All work covered under this Agreement and performed by the **SCDOT** contractor shall be performed within **SCDOT** Right-of-Way or within **PARTICIPANT's** acquired easements, as coordinated with and approved by SCDOT.
3. Upon **PARTICIPANT's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **PARTICIPANT** will assume sole and complete responsibility for the new waterline and associated appurtenances. For purposes of this agreement, **PARTICIPANT** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **PARTICIPANT** will have sole responsibility for the operation and maintenance of the Utility Work.
5. Where **PARTICIPANT** is on SCDOT right-of-way by encroachment, **PARTICIPANT** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at the expense of **PARTICIPANT** or current owner of the utility, except for areas addressed in item 6 of this section.
6. Where **PARTICIPANT** has established prior rights via this agreement and associated encroachment permit for this project, any future removal of the entire facility will be in accordance with the cost sharing established in that agreement and in accordance with **SCDOT's** "A Policy for Accommodating Utilities in Highway Rights of Way" and 23 CFR 645A.
7. **PARTICIPANT** will maintain prior rights at project completion in locations where prior rights currently exist, in cases where the waterline remains inside the **SCDOT** right of way. **PARTICIPANT** will not have prior rights in locations that prior rights do not currently exist. Locations of both prior rights and no prior rights will be clearly identified in **SCDOT** encroachment permit once issued and upon the water line relocation drawings produced by and approved by the **PARTICIPANT**. See Appendix A.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

MOA-4-18

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CITY OF COLUMBIA

_____
Witness

By:_____
City Manager

APPROVED AS TO FORM:

_____
Legal Department –City of Columbia

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Witness

By:_____
Deputy Secretary for Finance & Administration or Designee

RECOMMENDED BY:

11 OCT 17 FOR
Deputy Secretary for Engineering or Designee

PROFESSIONAL SERVICES CONTRACTING

By:_____
Chief Procurement Officer or Designee

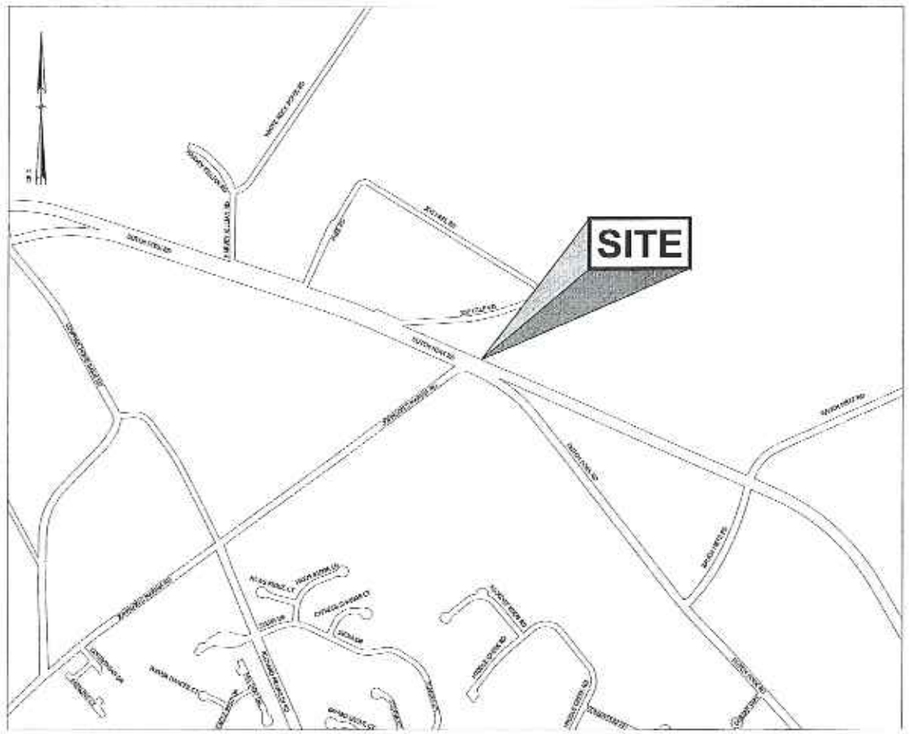
REVIEWED BY:

_____
Title: SAFETY PROJECT DEVELOPMENT ENGR.

APPROVED AS TO FORM
9/27/17
Legal Department City of Columbia, SC

DEPARTMENT OF ENGINEERING

WATER MAIN RELOCATION ALONG DUTCH FORK RD



DUTCH FORK ROAD VICINITY MAP
SCALE 1:600 FT

DRAWING INDEX

COVER VICINITY MAP	1
PLAN	2-3
WATER CONSTRUCTION DETAILS	4
EROSION & SEDIMENT CONTROL	5

We Are Columbia

CIP PROJECT:

WM4410

CITY OF COLUMBIA

CITY MANAGER
TERESA B. WILSON

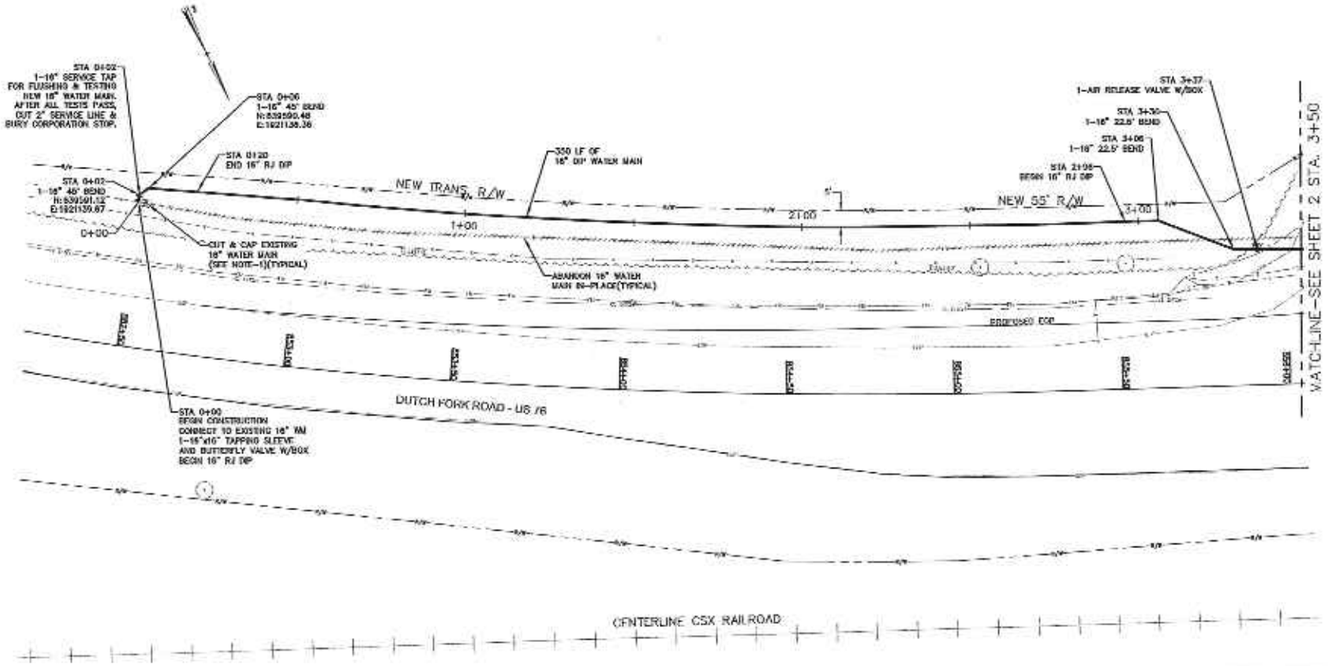
DIRECTOR OF ENGINEERING
JOSEPH D. JACO, P.E.
CITY ENGINEER
DANA R. HIGGINS, P.E.

CITY COUNCIL
SAM DAVIS
TAMEKA I. DEVINE
MOE BADDOURAH
HOWARD DUVALL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RIKENMANN

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION	
DESIGNED BY:	DRH
DRAWN BY:	DLA
BOOK NO:	
DATE:	12/19/16
SHEET NO:	1 OF 5

CIP PROJECT: WM4410



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

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

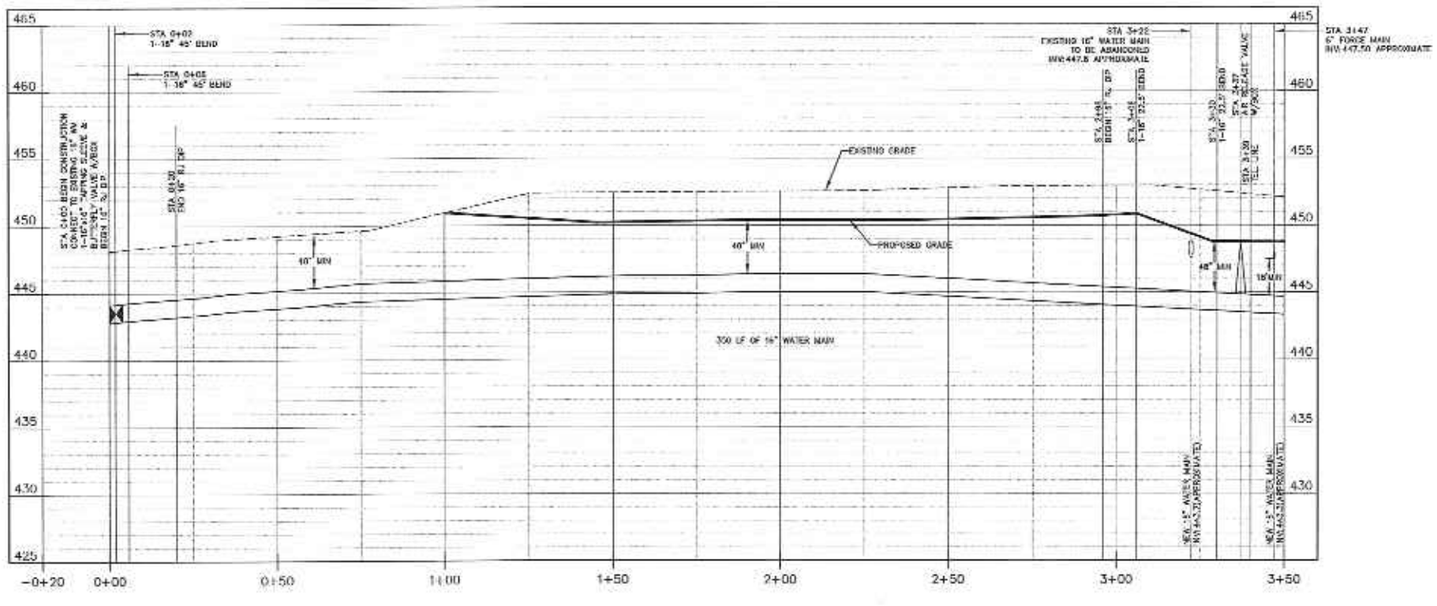
PLAN – DUTCH FORK RD STA 0+00 TO STA 3+50
HORZ SCALE: 1"=20'

NOTE-3: CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL WATER METERS AND TIE IN TO NEW WATER MAIN

NOTE-4: ALL INLETS WILL RECEIVE APPROVED INLET PROTECTION AS THE PHASED ACTIVITIES PROGRESS

NOTE-5: EXISTING WM SIZES SHOWN ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY BEFORE STARTING CONSTRUCTION.

1"=20' 20' 10' 0 20' 40'



PROFILE – DUTCH FORK RD STA 0+00 TO STA 3+50
HORZ SCALE: 1"=20' VERT SCALE 1"=6'

1"=20' 20' 10' 0 20' 40'

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

APPROVED BY: CITY ENGINEER

REVISION:

NO	DATE	INITIALS	DESCRIPTION

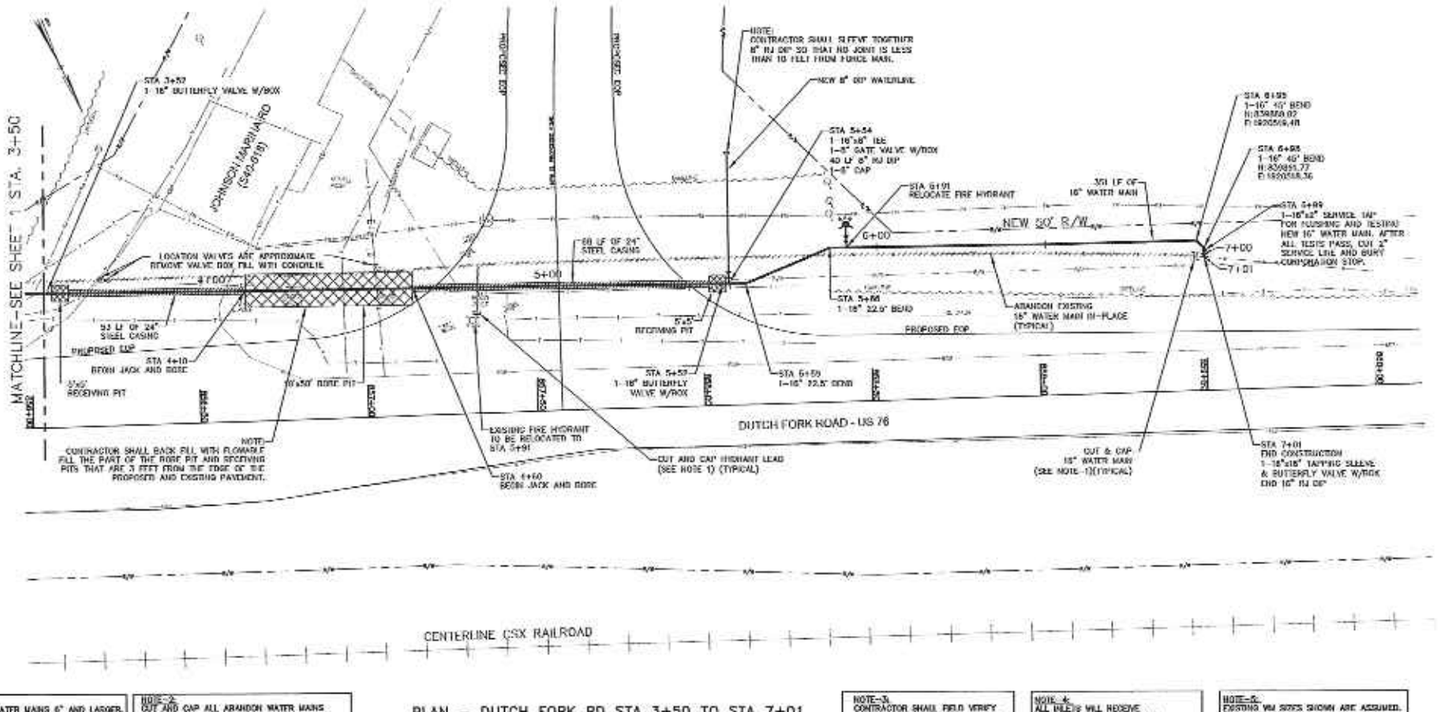
PROJECT TITLE: WATER MAIN RELOCATION ALONG DUTCH FORK RD

SHEET TITLE: DUTCH FORK RD STA 0+00 TO STA 3+50

DRAWING INFORMATION

DESIGNED BY:	DRH
DRAWN BY:	DLA
BOOK NO:	
DATE:	12/19/16
PROJECT NO:	WM4410

SHEET NO: 2 OF 5



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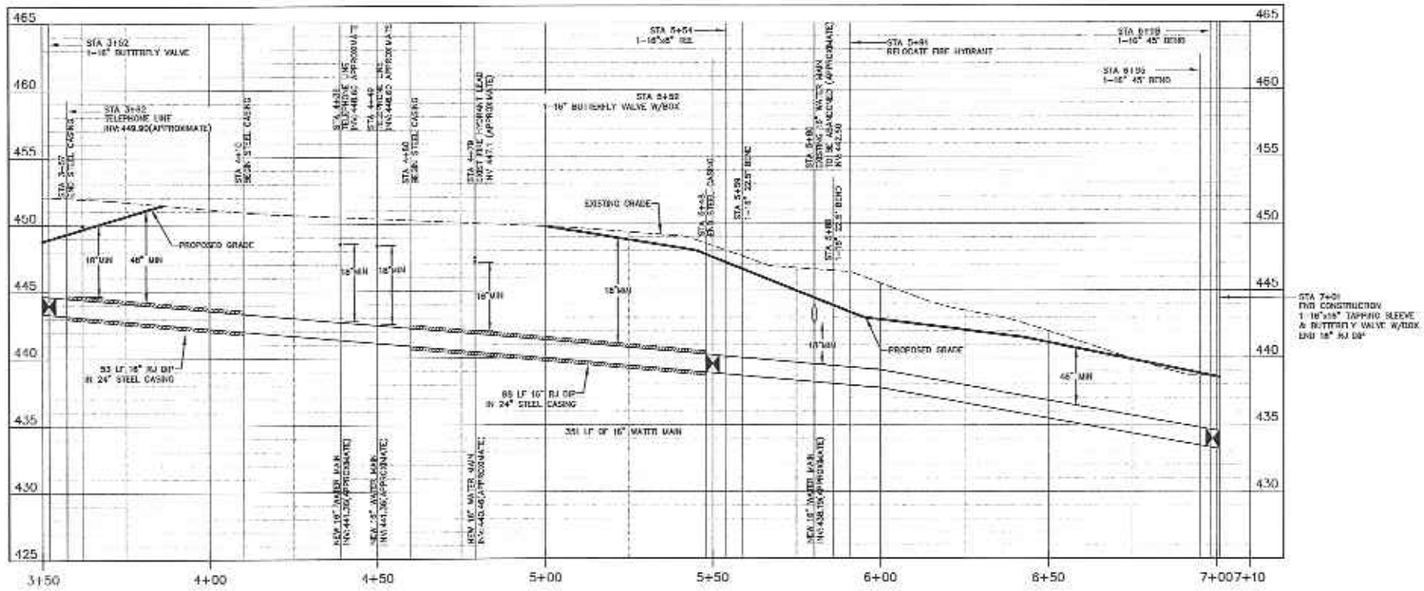
PLAN – DUTCH FORK RD STA 3+50 TO STA 7+01
HORZ SCALE: 1"=20'

1"=20' 20' 10' 0 20' 40'



PROFILE – DUTCH FORK RD STA 3+50 TO STA 7+01
HORZ SCALE: 1"=20' VERT SCALE: 1"=5'

1"=20' 20' 10' 0 20' 40'

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

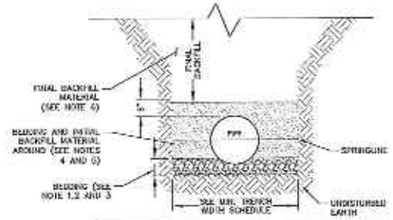
APPROVED BY:
CITY ENGINEER

NO.	DATE	REVISION DESCRIPTION

PROJECT TITLE:
WATER MAIN RELOCATION
ALONG DUTCH FORK RD

SHEET TITLE:
DUTCH FORK RD.
STA 3+50 TO STA 7+01

DRAWING INFORMATION	
DESIGNED BY:	DRH
DRAWN BY:	DLA
BOOK NO:	
DATE:	12/19/16
PROJECT NO:	WM4410
SHEET NO:	3 OF 5



MINIMUM TRENCH WIDTH SCHEDULE				
PIPE SIZE I.D.	12" OR LESS	13" TO 23"	24" TO 30"	33" TO 54"
TRENCH WIDTH (W/O SHORING)	36"	I.D. + 24"	I.D. + 30"	I.D. + 30"
TRENCH WIDTH (W/ SHORING)	48"	I.D. + 36"	I.D. + 42"	I.D. + 42"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
3. THE FIVE BEDDING SHALL BE CONSOLIDATED NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH HAND PLACED MATERIAL CONSOLIDATED IN 6" LAYERS TO THE SPRINGLINE OF THE PIPE.
4. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±2% OF OPTIMUM MOISTURE CONTENT. BACKFILL MATERIAL UP TO A LEVEL ONE FOOT (1') OVER TOP OF PIPE AND SHALL EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN 6".
5. BELL HOLES SHALL BE DUG TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST ON SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.
6. FINAL BACKFILL MATERIAL

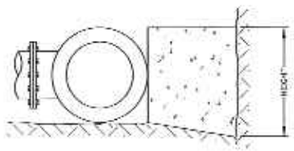
   A. AREAS OUTSIDE THE SCDOT, COUNTY, AND CITY RIGHT-OF-WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN SUITABLE DEPTHS TO MEET A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±2% OF OPTIMUM MOISTURE CONTENT.

   B. AREAS INSIDE THE SCDOT, COUNTY, AND CITY RIGHT-OF-WAYS: FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±2% OF OPTIMUM MOISTURE CONTENT.

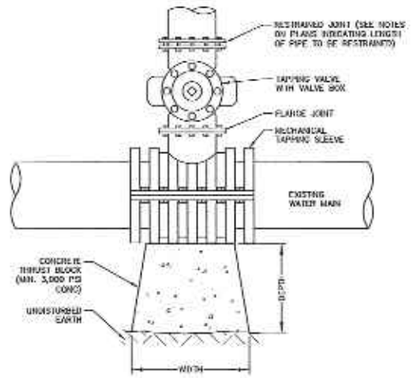
   C. UNDER ROADWAY PAVEMENT (TO THREE FEET FROM EDGE OF PAVEMENT): FINAL BACKFILL MATERIAL SHALL BE SCDOT EXCAVATABLE (200 PSI MAX) FLOWABLE FILL FOR ALL SCDOT ROADWAYS.

   D. UNDER DRIVEWAYS: FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR WITH AN ALLOWABLE ±2% OF OPTIMUM MOISTURE CONTENT.

   E. USE OF NATIVE MATERIAL: NATIVE MATERIAL MAY BE USED AS FINAL BACKFILL ONLY WHEN APPROVED BY THE ENGINEER.



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

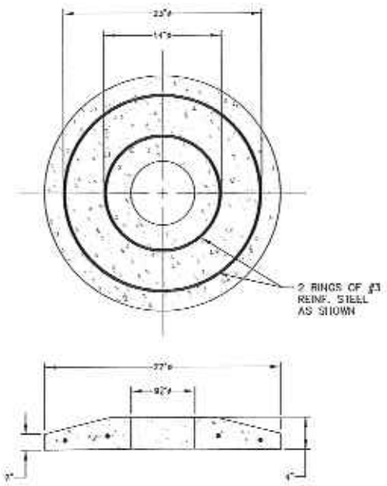


TYPICAL TAPPING SLEEVE AND VALVE DETAIL

NOT TO SCALE

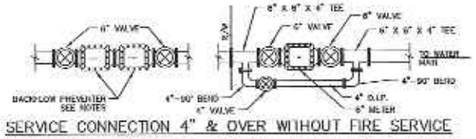
NOTES:

1. BASED ON 100 PSI STATIC PRESSURE PLUS ANWA WATER HAMMER ALLOWANCE.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 3000 PSF BEARING CAPACITY.
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. KEEP ALL PIPING JOINTS CLEAR OF THRUST BLOCKS.
5. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.

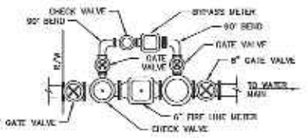


CONCRETE PROTECTION RING DETAIL

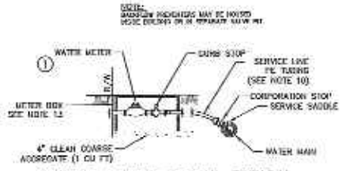
NOT TO SCALE



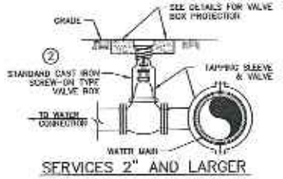
SERVICE CONNECTION 4" & OVER WITHOUT FIRE SERVICE



FIRE SERVICE COMBINED WITH DOMESTIC SERVICE (TYPICAL)



SERVICE SADDLE DETAIL TYPICAL



SERVICES 2" AND LARGER

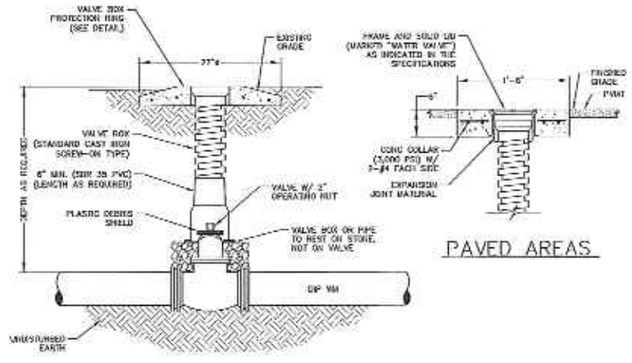
NOTES:
1. SIZE-ON-SIZE TAPPING SLEEVES SHALL BE MECHANICAL JOINTS.
2. SMALLER TAPS ONTO LARGER LINES MAY USED FABRICATED TAPPING SLEEVES AND VALVES

TYPICAL SERVICE CONNECTIONS

NOT TO SCALE

NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE. ONLY ONE METER BOX REQUIRED TO HOUSE SERVICE TO PROPERTY.
2. THE SIZES OF FIRE LINE METER AND BYPASS METER VARIES WITH APPLICATION.
3. METERS AND BACKFLOW PREVENTERS ARE IN SEPARATE PITS NORMALLY.
4. TYPE OF BACKFLOW PREVENTER VARIES WITH APPLICATION.
5. METERS ARE INSTALLED BY CITY FORCES AT OWNER'S EXPENSE.
6. ALL VALVES MUST MEET CITY OF COLUMBIA SPECIFICATIONS.
7. VALVES NOT IN PITS WILL BE IN CAST IRON BOXES WITH CAST IRON LIDS AS SHOWN IN MUELLER CATALOG W-100, OR APPROVED EQUAL.
8. ALL D.I. PIPE JOINTS TO BE FLANGED.
9. ALL COPPER JOINTS TO BE FLARED.
10. SERVICE LINES 2" AND SMALLER SHALL BE POLYETHYLENE PE 3408 DR-11 CLASS 160 CTS TUBING WITH BRASS FITTINGS. SERVICE SADDLES ARE REQUIRED ON ALL SERVICE CONNECTIONS 2" OR SMALLER ON ALL WATER MAINS. SERVICE SADDLES USED TO MAKE SERVICE CONNECTIONS SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE WATER MAIN. DIRECT SERVICE TAPS ON WATER MAINS SHALL NOT BE ALLOWED.
11. WHEN THE CITY ELECTS TO INSTALL THE SERVICE ON NEW MAINS, THE CONTRACTOR SHALL STUBOUT THE SERVICE WITH A FLANGED TO MECHANICAL JOINT VALVE.
12. ALL PRESSURE REDUCING BACKFLOW PREVENTERS SHALL BE IN ACCORDANCE WITH SCDHEC REQUIREMENTS.
13. METER BOXES FOR METERS 2" AND SMALLER WITHIN THE TRAVELED WAY MUST BE CAST IRON OR CONCRETE. METER BOXES OUTSIDE THE TRAVELED WAY MAY BE CAST IRON, CONCRETE, OR PLASTIC. CAST IRON METER READER COVERS ARE REQUIRED. FOR METERS 3" AND LARGER REFER TO THE STANDARD DETAIL.



PAVED AREAS

BUTTERFLY VALVE AND VALVE BOX DETAIL

NOT TO SCALE

NOTES:

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

CITY OF COLUMBIA

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

APPROVED BY:

CITY ENGINEER

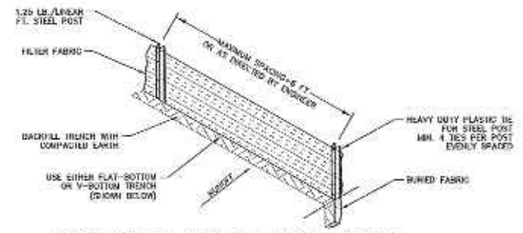
NO.	DATE	REVISION: DESCRIPTION	INITIALS

PROJECT TITLE: WATER MAIN RELOCATION ALONG DUTCH FORK RD

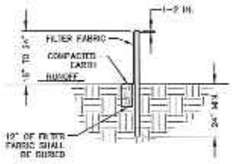
SHEET TITLE: CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	DRH
DRAWN BY:	DLA
BOOK NO:	
DATE:	12/19/16
PROJECT NO:	DUTCH FORK RD

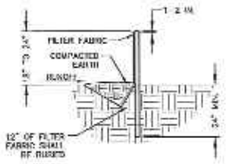
SHEET NO: 4 OF 5



SILT FENCE INSTALLATION DETAIL



FLAT-BOTTOM TRENCH DETAIL



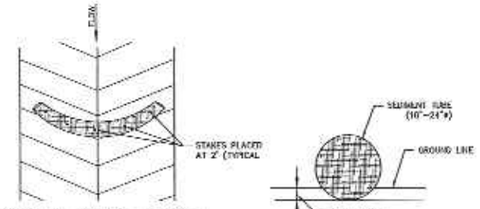
V-SHAPED TRENCH DETAIL

STANDARD SILT FENCE DETAIL

NOT TO SCALE

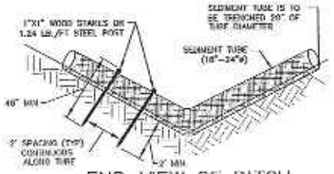
NOTES:

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



TOP VIEW OF DITCH

SECTION A-A



END VIEW OF DITCH

SLOPE	MAXIMUM SEDIMENT TUBE SPACING
LESS THAN 2%	150 FEET
2%	100 FEET
3%	75 FEET
4%	50 FEET
5%	40 FEET
6%	30 FEET
GREATER THAN 6%	25 FEET

SEDIMENT TUBE DITCH APPLICATION DETAIL

NOT TO SCALE

NOTES:

1. SEDIMENT TUBES SHALL COMPLY WITH THE REQUIREMENTS OF THE SCDOT STANDARD SPECIFICATIONS, LATEST EDITION AND BE FREE FROM DEFECTS OR TRANSPORTATION DAMAGE.
2. SEDIMENT TUBES ARE TO BE IN COMPLETE CONTACT WITH UNDERLYING SOIL. SEDIMENT TUBES ARE TO BE 10-24 INCHES IN DIAMETER AND ARE TO BE TRENCHED TO A DEPTH OF 20% OF THE TUBES DIAMETER.
3. SEDIMENT TUBES ARE TO BE INSTALLED PERPENDICULAR TO WATER FLOW AND EXTEND UP SIDE SLOPES UP TO ONE FOOT ABOVE DESIGN FLOW DEPTH. SPACE TUBES IN ACCORDANCE WITH THE TABLE ABOVE.
4. SELECT PROPER LENGTH OF TUBE TO MINIMIZE THE NUMBER NEEDED TO SPAN THE WIDTH OF DRAINAGE AREA. USE CONTINUOUS LENGTH IS PREFERRED COMPARED TO TWO OVERLAPPING TUBES. IF NECESSARY, SEDIMENT TUBES CAN BE LAPPED A MINIMUM OF 6 INCHES TO PREVENT PASSAGE OF FLOW AND SEDIMENT THROUGH THE FIELD JOINT.
5. INSTALL SEDIMENT TUBES FOR DITCH CHECKS OVER BARE SOIL, MULCHED AREAS, OR EROSION CONTROL BLANKETS. KEEP SEDIMENT TUBES FOR DITCH CHECKS IN PLACE UNTIL FULLY ESTABLISHED VEGETATION AND ROOT SYSTEMS HAVE COMPLETELY DEVELOPED AND CAN SURVIVE ON THEIR OWN.
6. REPAIR ALL RILLS, GULLIES, AND UNDERCUTTING NEAR SEDIMENT TUBES. REMOVE ALL SEDIMENT DEPOSITS THAT IMPAIR THE FILTRATION CAPABILITY OF THE SEDIMENT TUBES WHEN THE SEDIMENT REACHES ½ THE HEIGHT OF THE EXPOSED SEDIMENT TUBE.
7. REMOVE AND/OR REPLACE INSTALLED SEDIMENT TUBES AS REQUIRED TO ADAPT TO CHANGING CONSTRUCTION SITE CONDITIONS. REMOVE SEDIMENT TUBES WHEN THE FUNCTIONAL LONGEVITY IS EXCEEDED AS DETERMINED BY THE ENGINEER, INSPECTOR, OR MANUFACTURER'S REPRESENTATIVE.
8. PRIOR TO FINAL STABILIZATION, BACKFILL ALL TRENCHES, DEPRESSIONS, AND OTHER GROUND DISTURBANCES CAUSED BY THE REMOVAL OF SEDIMENT TUBES.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDINGS. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE REMOVED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
   a. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPS THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED, TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
5. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
6. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
7. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM SLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE RIP-RAP OR STONE STABILIZATION AS POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
11. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
12. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

INSPECTION & MAINTENANCE

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

CONSTRUCTION SEQUENCE

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

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

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

DESIGNER'S CERTIFICATION

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

2-27-17
DATE

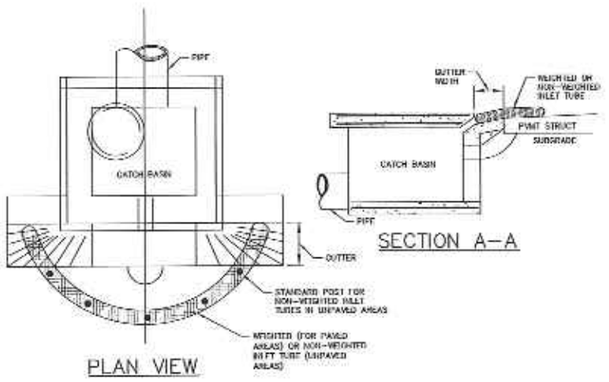
REGISTERED AGENT/PREPARER NAME

APPLICANT'S CERTIFICATION

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

2-27-17
DATE

OWNER/PERMIT APPLICANT



PLAN VIEW

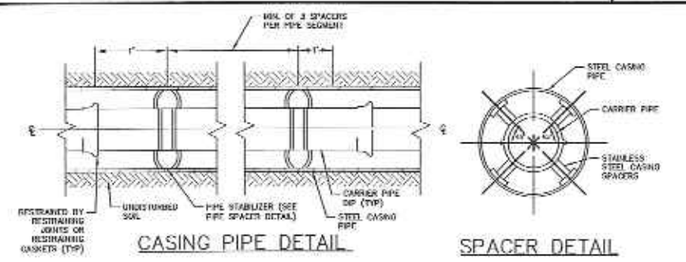
SECTION A-A

INLET TUBE DETAIL

NOT TO SCALE

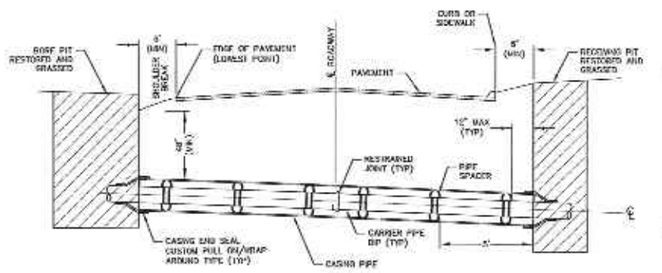
NOTES:

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



CASING PIPE DETAIL

SPACER DETAIL



JACK AND BORE AND CASING DETAIL

NOT TO SCALE

NOTES:

1. STEEL CASING LENGTH SHALL BE IN ACCORDANCE WITH SCDOT "A POLICY FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY OR "RAILROAD SPECIFICATIONS FOR PIPELINE OCCUPANCY" AND THE SPECIFICATIONS.
2. CASING PIPE AND CARRIER PIPE DIAMETERS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
3. USE SPIDER SUPPORTS (SEE DETAIL) TO MOVE CARRIER PIPE INTO CASING PIPE. SPACING OF SPIDERS WILL BE DICTATED BY THE LENGTH OF CASING PIPE AND NUMBER OF JOINTS OF CARRIER PIPE.
4. MINIMUM OF 3 SPACERS PER JOINT OF PIPE.
5. SCDOT REQUIRES A MINIMUM OF 48" OF COVER BENEATH ALL SCDOT ROADWAYS.

ENCASEMENT/CARRIER PIPE CHART

WATER AND SEWER MAINS SHALL BE SPECIAL CLASS 50 DUCTILE IRON PIPE (SEWER MAINS SHALL BE EPOXY LINED)

CARRIER NOM. SIZE	CARRIER PIPE O.D.	CASING I.D.	CASING NOM. SIZE*
6"	6.90	11.00	12"
8"	9.05	13.39	16"
10"	13.20	16.67	20"
12"	13.20	17.88	20"
14"	15.30	20.25	24"
16"	17.40	22.50	24"
18"	19.50	24.65	30"
20"	21.60	27.00	30"
24"	25.80	31.50	36"

* ALL ENCASEMENT PIPE SHALL BE NEW AND HAVE A MINIMUM WALL THICKNESS OF 0.25 INCHES

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

APPROVED BY:
CITY ENGINEER

NO.	DATE	INITIALS	REVISION DESCRIPTION

PROJECT TITLE:
WATER MAIN RELOCATION
ALONG DUTCH FORK RD

SHEET TITLE:
EROSION & SEDIMENT CONTROL & CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	DRH
DRAWN BY:	DLA
BOOK NO:	
DATE:	12/19/16
PROJECT NO:	DUTCH FORK RD

SHEET NO:
5 OF 5

PROJECT WM
WATER MAIN RELOCATION ALONG DUTCH FORK ROAD

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM.
IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

Item No.	Description	Estimated Quantities	Unit	Unit Price	Amount
1	Jack and Bore 24" Steel Casing (Rock) Includes End Seals.	141	LF	$305	$43,005
2	16" DIP Restrained Joint (Within 24" Steel Casing)	141	LF	$104	$14,664
3	16" DIP Restrained Joint (Outside Casing)	560	LF	$98	$54,880
4	16"x 16" Tapping Sleeve & Butterfly Valve w/Box	2	EA	$6,800	$13,600
5	16" Butterfly Valve w/Box	3	EA	$3,400	$10,200
6	Air Release Valve w/Box	1	EA	$3,300	$3,300
7	16"x 8" Tee	1	EA	$1,300	$1,300
8	16" - 45° Bend	4	EA	$1,400	$5,600
9	16" - 22 1/2° Bend	2	EA	$1,400	$2,800
10	16" - 11 1/4° Bend	2	EA	$1,400	$2,800
11	8" DIP Restrained Joint	40	LF	$78	$3,120
12	8" Gate Valve W/Box	1	EA	$1,325	$1,325
13	8" Cap	1	EA	$300	$300
14	Relocate Fire Hydrant Assembly	1	EA	$2,500	$2,500
15	16 x 2 Service Tap	2	EA	$1,500	$3,000
16	Concrete Thrust Block	15	CY	$175	$2,625
17	Abandon existing water main (cut and cap) (16-inch diameter main and hydrant lead). Includes pumping flowable fill in existing 16-inch and hydrant lead, abandoning two existing water valves and one air release valve by removing valve boxes and filling with concrete.	2	EA	$7,500	$15,000
18	Sediment and Erosion Control	1	LS	$3,500	$3,500
19	Restoration	0.1	AC	$24,000	$2,400
20	Traffic Control	1	LS	$15,000	$15,000
			TOTAL ESTIMATE		**$200,919**

3.8.17 Accounting

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT					
DEPARTMENT NAME	Utility Operations	DIVISION NAME	Water Distribution	DATE	2/28/2017
PROJECT NAME	16" water main relocation due to SCDOT intersection improvement project at Dutch Fork and Johnson Marina Road			NEW PROJECT?	Yes
PROJECT ID	WM441001			PROJECT TYPE	Capital
MANAGER NAME	Jason Shaw				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
$ 200,919.00	WM335517	Utility Conflicts Annual
$ 200,919.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
16/17	658650	552	9999	WM441001	$ -	$ 200,919.00	$ 200,919.00
			9999			$ -	
			9999			$ -	
				TOTALS:	$ -		$ 200,919.00

EXPLANATION	WM441001 - 16" water main relocation due to SCDOT intersection improvement project at Dutch Fork and Johnson Marina Road estimate.

AUTHORIZED SIGNATURES:	
DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER Suzanne Bolen 3-2-17	CITY MANAGER Teresa Wilson 3/3/2017

Ledger: JL
Year: 2017

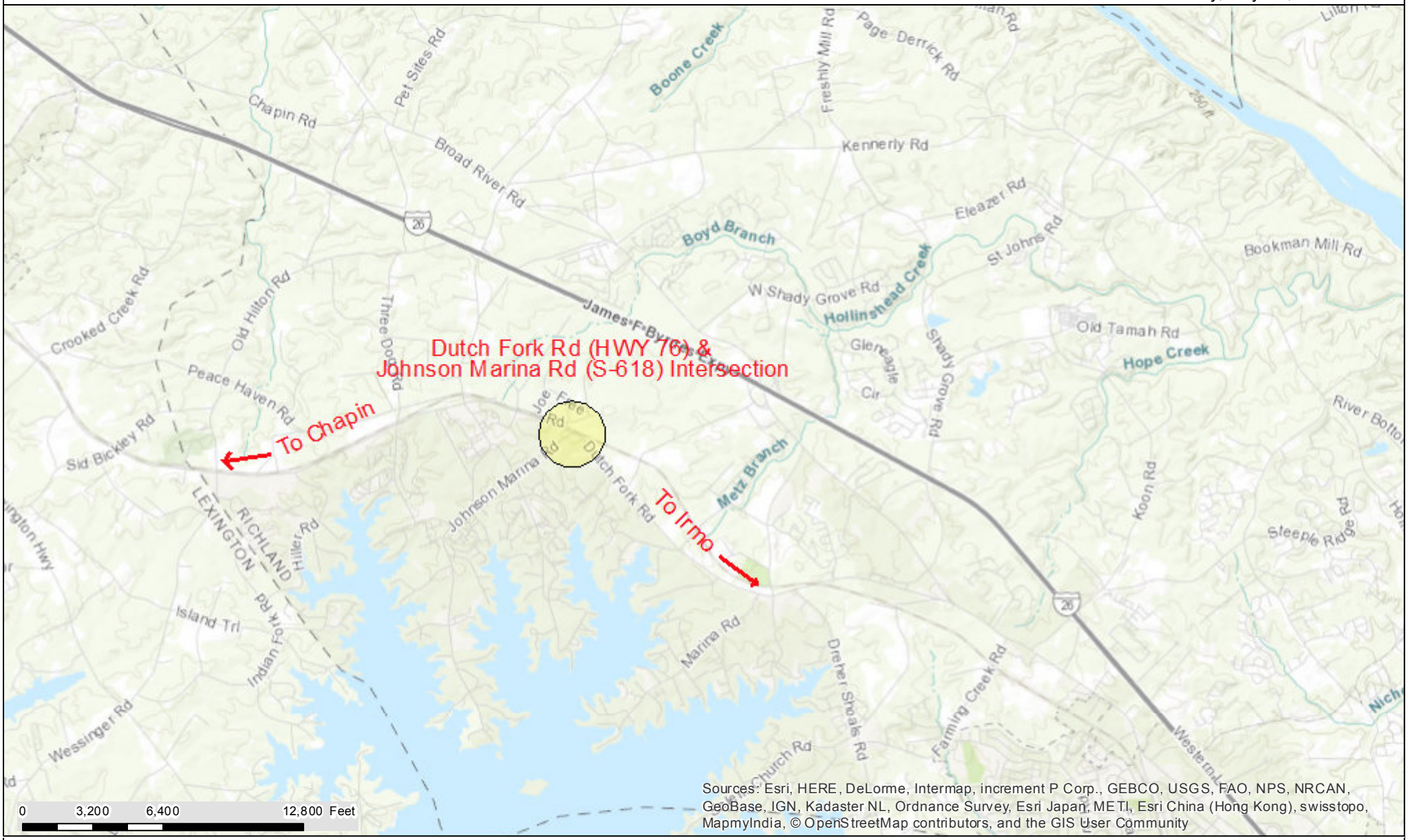
City of Columbia, SC
JL Budget and Expenditures - Project Key/Object Detail
Report as of 6/30/2017

Object	Description	Inception Begin & Adjustments	Fiscal Yr Begin & Adjustments	Working Budget	2017 Year-to-Date Expenditures	Encumbrances	Remaining Balance	Percent Spent
Fund: 552 -								
	Project Key: WM441001 - 16" WM Relocation Dutch Fork/J						**Project Year:** 2017	
658650	Capital Project Costs	200,919.00	0.00	200,919.00	0.00	0.00	200,919.00	0.00 %
	Total for Capital Outlay:	200,919.00	0.00	200,919.00	0.00	0.00	200,919.00	0.00 %
	Total for 16" WM Relocation Dutch Fork/J:	200,919.00	0.00	200,919.00	0.00	0.00	200,919.00	0.00 %
	Total for Fund 552 - :	200,919.00	0.00	200,919.00	0.00	0.00	200,919.00	

City of Columbia

Location Map - Dutch Fork Rd at Johnson Marina Rd

Monday, July 31, 2017



CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to ratify an Emergency Procurement for Project WM4433 to repair an asbestos cement pipe waterline at the intersection of Hardscrabble Road and Clemson Road, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in the amount of $388,020.00. This firm is located in West Columbia, SC.**

REQUISITION NO.: **R186041**

FINANCIAL IMPACT: **Funding source will be provided from: Water & Sewer Capital Projects: Capital Project Costs: 5529999-658650 WM4433 for $388,020.00.**

ORIGINAL BUDGET: **Emergency - Unforeseen**

CLEAN WATER 2020?: **No**

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

Quotes for this emergency procurement were solicited and three (3) quotes were received.

The original agreement was executed on October 19, 2017.

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Signed emergency justification and quote (PDF)
- #b: Bid Tabulation (PDF)
- #c: Email confirming lowest bidder (MSG)
- #d: QUOTES (PDF)

R186041 ENGN

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure

Contractual services for the repair of a 16"asbestos cement pipe (ACP) waterline at the intersection of Hardscrabble and Clemson Road. Proposed repair includes replacement of the existing 16" ACP and associated fittings with ductile iron pipe. The repair includes repair of asphalt lanes impacted by the break.

The break has created unsafe conditions for drivers traveling in the southbound lane of Hardscrabble Road. The southbound lane is currently closed and only one lane is open in the northbound direction. Due to the volume of vehicles that use this route on a daily basis, SCDOT has requested we immediately repair the lanes and restore traffic. Failure to make repair will also jeopardize the integrity of Hardscrabble Road.

as an emergency procurement for cost of $388,020 funded from WM4433 (through a budget transfer from WM4332318).

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

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of 16"waterline and roadway. Three contractors were invited to propose their prices. These three contractors are very familiar with working with Asbestos Cement pipe and are familiar with city specification and standards for waterline repair. Carolina Tap and Bore is the lowest responsible responsive contractor and is available to start work immediately and has the most knowledge of this line.

Date	Department Head	9/26/17 Date
	Assistant City Manager	9/26/17 Date
	Purchasing Agent	10/11/17 Date
	CFO or Authorized Designee	10/17/2017 Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	60,000.00	$60,000.00
2	Traffic Control	1	LS	60,000.00	$60,000.00
3	Sediment and Erosion Control (??)	1	LS	100.00	$ 100.00
4	16-inch 45 degree RJ bend	2	EA	5000.00	$10,000.00
5	16-inch RJ valve	1	LS	75,000.00	$ 75,000.00
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	1000.00	$ 1000.00
7	Installation 16-in RJ Pipe	100	LF	300.00	$ 30,000.00
8	Removal of existing 16-inch AC pipe	100	LF	100.00	$ 10,000.00
9	Remove Asphalt (for new line installation)	20	CY	100.00	$ 2,000.00
10	Replace Asphalt (6" Base; 4" Binder Type B; 2" Surface Type B)	55	CY	200.00	$ 11,000.00
11	Flowable fill	275	CY	100.00	$ 27,500.00
12	Select Backfill	225	CY	50.00	$ 11,250.00
13	Permanent Striping to include cross walk, lane striping, etc.	1	LS	5000.00	$ 5000.00
14	Traffic Loop Repair	1	LS	5000.00	$ 5000.00
15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	100.00	$ 1500.00
16	Restoration	1	LS	14,000.00	$ 14,000.00
			TOTAL BID AMOUNT		$323,350.00

323,350.00

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	60,000.00	$60,000.00
2	Traffic Control	1	LS	60,000.00	$60,000.00
3	Sediment and Erosion Control (??)	1	LS	100.00	$ 100.00
4	16-inch 45 degree RJ bend	2	EA	5000.00	$10,000.00
5	16-inch RJ valve	1	LS	75,000.00	$ 75,000.00
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	1000.00	$ 1000.00
7	Installation 16-in RJ Pipe	100	LF	300.00	$ 30,000.00
8	Removal of existing 16-inch AC pipe	100	LF	100.00	$ 10,000.00
9	Remove Asphalt (for new line installation)	20	CY	100.00	$ 2,000.00
10	Replace Asphalt (6" Base; 4" Binder Type B; 2" Surface Type B)	55	CY	200.00	$ 11,000.00
11	Flowable fill	275	CY	100.00	$ 27,500.00
12	Select Backfill	225	CY	50.00	$ 11,250.00
13	Permanent Striping to include cross walk, lane striping, etc.	1	LS	5000.00	$ 5000.00
14	Traffic Loop Repair	1	LS	5000.00	$ 5000.00
15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	100.00	$ 1500.00
16	Restoration	1	LS	14,000.00	$ 14,000.00
			TOTAL BID AMOUNT		$323,350.00

323,350.00

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169

LAD Corporation of West Columbia

Linda A. Hutto, President

LAD CORPORATION OF WEST COLUMBIA
CORPORATE SEAL
SOUTH CAROLINA

LAD Corporation Of
West Columbia
G 12926

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	35,000	$35,000-00
2	Traffic Control	1	LS	50,000	$50,000-00
3	Sediment and Erosion Control (??)	1	LS	10,000	$10,000-00
4	16-inch 45 degree RJ bend	2	EA	4,500	$9,000-00
5	16-inch RJ valve	1	LS	7,500	$7,500-00
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	2,500	$2,500-00
7	Installation 16-in RJ Pipe	100	LF	300	$30,000-00
8	Removal of existing 16-inch AC pipe	100	LF	82.50	$8250-00
9	Remove Asphalt (for new line installation)	20	CY	525	$10500-00
10	Replace Asphalt (6" Base; 4" Binder Type B; 2" Surface Type B)	55	CY	1050	$57,750-00
11	Flowable fill	275	CY	270	$74,250-00
12	Select Backfill	225	CY	95	$21,375-00
13	Permanent Striping to include cross walk, lane striping, etc.	1	LS	10,000	$10,000-00
14	Traffic Loop Repair	1	LS	10,000	$10,000-00
15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	250	$3750-00
16	Restoration	1	LS	10,000	$10,000-00
				TOTAL BID AMOUNT	$349,875-00

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	30,000	$30,000
2	Traffic Control	1	LS	50,000	$50,000
3	Sediment and Erosion Control (??)	1	LS	5,000	$5,000
4	16-inch 45 degree RJ bend	2	EA	3,000	$6,000
5	16-inch RJ valve	1	LS	25,000	$25,000
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	1,500	$1,500
7	Installation 16-in RJ Pipe	100	LF	500	$50,000
8	Removal of existing 16-inch AC pipe	100	LF	100	$10000
9	Remove Asphalt (for new line installation)	20	CY	800	$16,000
10	Replace Asphalt (6" Base; 4" Binder Type B; 2" Surface Type B)	55	CY	990	$54,450
11	Flowable fill	275	CY	300	$82,500
12	Select Backfill	225	CY	50	$11250
13	Permanent Striping to include cross walk, lane striping, etc.	1	LS	6,500	$6,500
14	Traffic Loop Repair	1	LS	8,700	$8,700
15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	250	$3,750
16	Restoration	1	LS	3,000	$3,000
three hundred sixty three thousand Six hundred and fifty dollars & 00/100 -				$363,650.00	
				TOTAL BID AMOUNT	$ -

1:19 Sept. 26-2017

Moore, Erika

From: Wright, Sandra A
Sent: Tuesday, September 26, 2017 2:52 PM
To: Bolling, Andrea R; Higgins, Dana R; Shealy, Clint E; Jaco, Joey
Cc: Norton, Toni N; Radin, Benjamin T
Subject: RE: WM4433 Hardscrabble @ Clemson Road

Follow Up Flag: Follow up
Flag Status: Completed

Please proceed based on Carolina Tap & Bore being the lowest bidder and a certified LBE. We will need the name of the highest bidder just for our files but you can send that to us later. Thanks. SAW

From: Bolling, Andrea R
Sent: Tuesday, September 26, 2017 2:14 PM
To: Higgins, Dana R; Wright, Sandra A; Shealy, Clint E; Jaco, Joey
Subject: RE: WM4433 Hardscrabble @ Clemson Road

Attached are the three bids and the engineering estimate. Please let me know if you have any questions or need additional information.

-Andrea

Andrea Bolling, PE CFM
Assistant City Engineer

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
ARBolling@ColumbiaSC.Net
Phone: (803) 545-3379
Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Higgins, Dana R
Sent: Tuesday, September 26, 2017 2:13 PM
To: Wright, Sandra A; Bolling, Andrea R; Shealy, Clint E; Jaco, Joey
Subject: WM4433 Hardscrabble @ Clemson Road

Sandra- we request to move forward with Carolina Tap n Bore. Please let us know if this is acceptable.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Bolling, Andrea R" <arbolling@columbiasc.net>
Date: 9/26/17 2:08 PM (GMT-05:00)
To: "Higgins, Dana R" <drhiggins@columbiasc.net>
Subject: WM4433 Hardscrabble @ Clemson Road

Dana,

We have received the bids for WM4433 as follows:

Carolina Tap and Bore $323,350
LAD $349,875
Shady Grove $363,650.

After reviewing all of the bids for WM4433, the apparent low bidder is Carolina Tap and Bore at $323,350. It is recommended that we move forward with this proposed bid and a 20% contingency for a total cost of $388,020. Please let me know if you have any questions or need more information.

-Andrea

Andrea Bolling, PE CFM
Assistant City Engineer

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
ARBolling@ColumbiaSC.Net
Phone: (803) 545-3379
Cell: (803) 413-7981

ColumbiaSCWater.Net
ColumbiaSC.Net

LAD Corporation of West Columbia
Linda A. Hutto, President
Linda A. Hutto, President

LAD CORPORATION OF WEST COLUMBIA
G 12926

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	35,000	$35,000-00
2	Traffic Control	1	LS	50,000	$50,000-00
3	Sediment and Erosion Control (??)	1	LS	10,000	$10,000-00
4	16-inch 45 degree RJ bend	2	EA	4,500	$9,000-00
5	16-inch RJ valve	1	LS	7,500	$7,500-00
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	2,500	$2,500-00
7	Installation 16-in RJ Pipe	100	LF	300	$30,000-00
8	Removal of existing 16-inch AC pipe	100	LF	82.50	$8250-00
9	Remove Asphalt (for new line installation)	20	CY	525	$10,500-00
10	Replace Asphalt (6" Base; 4" Binder Type B; 2" Surface Type B)	55	CY	1,050	$57,750-00
11	Flowable fill	275	CY	270	$74,250-00
12	Select Backfill	225	CY	95	$21,375-00
13	Permanent Striping to include cross walk, lane striping, etc.	1	LS	10,000	$10,000-00
14	Traffic Loop Repair	1	LS	10,000	$10,000-00
15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	250	$3,750-00
16	Restoration	1	LS	10,000	$10,000-00
			TOTAL BID AMOUNT		$349,875-00

BID FORM
Emergency Bid
Hardscrabble at Clemson Road
CIP #4433

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	30,000	$30,000
2	Traffic Control	1	LS	50,000	$50,000
3	Sediment and Erosion Control (??)	1	LS	5,000	$5,000
4	16-inch 45 degree RJ bend	2	EA	3,000	$6,000
5	16-inch RJ valve	1	LS	25,000	$25,000
6	Removal of temporary 16" valve (return to City Water Department)	1	EA	1,500	$1,500
7	Installation 16-in RJ Pipe	100	LF	500	$50,000
8	Removal of existing 16-inch AC pipe	100	LF	100	$10000
9	Remove Asphalt (for new line installation)	20	CY	800	$16,000
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15	Repair 5' Sidewalk as needed per SCDOT specs	15	LF	250	$3,750
16	Restoration	1	LS	3,000	$3,000
three hundred sixty three thousand Six hundred and fifty dollars & 00/100 -			TOTAL BID AMOUNT	$363,650.00	$ -

1:19 Sept. 26-2017

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Change Order #7 for Project WM4000; Lake Katharine Water Main Construction, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of $127,498.50. This firm is located in West Columbia, SC.**

PURPOSE: **This a Mentor Protégé Program Project. Northeast Backflow of Lugoff, SC is the Protégé and will receive 30% of the value of this change order.**

REQUISITION NO.: **R157232**

FINANCIAL IMPACT: **Funding Source: 5529999-WM400001-658650 Lake Katharine Water Main Construction - Capital Project Costs. The original budgeted amount for this change order is $127,498.50.**

ORIGINAL BUDGET: **$127,498.50**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **No**

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

This change order is a request to compensate the contractor for the installation of 700 linear feet of 8 inch HDPE pipe by using horizontal directional drilling. This change order also consists of various additions and deletions to the original project quantities resulting in a net overall increase in the project value as requested by the City of Columbia. Please see the attached change order for a more detailed description of all the work associated with this request.

The original budget for this project is $2,553,150.00 and the original contract amount with contingency is $2,553,150.00. The table below lists the dates and amounts of the previous six (6) construction change orders.

Lake Katharine WM4000 - Phase I - Water Main Construction

Date	Change Order Number	Change Order Amount	Portion of Change Order from Contingency	Notes
8/28/14	#1	$61,993.00	All	Increase in Scope
2/20/15	#2	$63,820.00	All	Increase in Scope
6/18/15	#3	$212,765.00	$67,897.00	Increase in Scope
7/17/15	#4	$72,120.00	$6,290.00	Increase in Scope
10/2/15	#5	$61,993.00	$40,658.00	Increase in Scope
12/7/16	#6	$0	$0	Time Extension Only

With approval of Change Order (CO #7) dated August 22, 2017 in the amount of $127,498.50, the revised contract amount will be $2,912,681.50.

ATTACHMENTS:

- **#a:** WM4000 - CO#7 with Legal Stamp and Backup Documentation (PDF)
- #b: WM4000 - Revised Mentor Protege Implementation Plan for Lake Katharine Phase I (PDF)
- #c: WM4000 - Lake Katharine - Location Map (PDF)

UP

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

PO Change/Modification Order Form

We Are Columbia

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

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

Routing Date: 10/14/17

DESCRIPTION: Wm Hood Lake Katherine

DEPARTMENT NAME AND REQUESTOR: Engineering / Const. Management

CONTRACTOR'S NAME AND ADDRESS: Carolina Tap & Bore

PURCHASE ORDER NUMBER (if applicable): P144124 CHANGE ORDER # 7

TYPE OF CHANGE (check all applicable boxes):

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

Brief Explanation/Justification: Additions and deductions as scope of close project

Requested Amount of Increase/~~Decrease~~: $ 127,498.50 Current PO amount/total: $ 2,912,681.50

Accounting Information on Original PO: ORG_____ OBJ_____ _____(Required)

Funding/Account Info for Change Order: ORG_____ OBJ_____(Required)

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

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

Division/Department ($100.01 - $5,000):
Recommended for Approval: _____ (Signature) Director of Engineering (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: _____ (Signature) 10/30/17 (Date)

*Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed: (Yes) or No

Recommended for Approval: _____ (Signature) 10/31/17 (Date)

City Manager Approval:

Recommended for Approval: _____ (Signature) _____ (Date)

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

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

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

We Are Columbia

CIP# WM4000
Lake Katherine (Phase I)
Change Order #7 (Final)
August 22, 2017

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and Carolina Tap and Bore, Inc (Contractor) is requested in order to compensate the contractor for the following work: the horizontal directional drill (HDD) along Fort Jackson Blvd from Oxford Drive to Downing Street, the replacement of shrubbery and fencing to meet easement requirements, and the repair of the 8-inch sanitary sewer main and 6-inch service laterals that were damaged by the installation of the water main along Fort Jackson Blvd from Oxford Drive to Downing Street. This change order includes an add-and-deduct sheet to close out the project. A brief summary and detailed account are attached. All other provisions of the agreement, except as herein modified or changed, remain in full force and effect.

Reason for Change: The requested change is necessary to compensate for the following work: 1) The installation of 700 linear feet of 8-inch HDPE by horizontal directional drill (HDD) along Fort Jackson Blvd from Oxford Drive to Downing Street for a cost of $91,300.00. The replacement of shrubbery and fencing: shrubbery: $1700.00; fencing: $900 = $2600.00. The total cost of HDD and shrubbery and fencing is $93,900.00. A detailed proposal is attached.

2) The repair of the 8-inch sanitary sewer main and 6-inch service laterals along Fort Jackson Blvd between Oxford Drive and Downing Street for a total cost of $26,479.50. A detailed proposal is attached.

3) To balance the quantities and close out the project. A detailed proposal is attached.

Adds:
700 linear feet of horizontal directional drill (HDD)..... : $91,300.00
Replace shrubbery and fencing..... : $2,600.00
4515 Ft. Jackson Blvd: Excavation; replace 6" service line. : $2,707.00
4531 Ft. Jackson Blvd: Excavation; repair sewer main..... : $10,731.00
4519 Ft. Jackson Blvd: Excavation; repair sewer main..... : $9,021.00
Sod..... : $640.00
Clean and video sewer main..... : $3,380.50
Item # 1a: 6 inch ductile iron pipe: 476 linear feet at $42 equals $19,992
Item # 1b: 8 inch ductile iron pipe: 234 linear feet at $48 equals $11,232
Item # 1c: 2 inch PE Pipe: 88 linear feet at $25 equals $2,200
Item #5.2a: 6x6 tee: 2 each at $400 equals $800
Item #5.4b: 8 inch coupling: 9 each at $400 equals $3,600
Item #5.5a: 6x8 reducer: 1 each at $400 equals $400
Item #6c: Abandon 8 inch existing water main: 1 each at $2,400 equals $2,400
Item #8a: Short side water service (1"): 11 each at $775 equals $8,525
Item #8b: Long side water service (1"): 8 each at $900 equals $7,200
Item #8d: Long side water service (2"): 1 each at $2,935 equals $2,935

Item #9b: Remove and replace asphalt roadway: 3,627 sy at $65 equals $235,755
Item #14b: 6 inch gate valve: 5 each at $900 equals $4,500
Item #14c: 8 inch gate valve: 2 each at $1,200 equals $2,400
Item #15: Remove fire hydrant, cap lead, abandon hydrant valve: 5 each at $600 equals $3,000
Item #16: New fire hydrant assembly: 4 each at $3,400 equals $13,600

Total Adds: $438,918.50

To compensate the contractor for the horizontal directional drill (HDD), shrubbery, and fencing, and sanitary sewer repair the following bid items are reduced as follows:

Deducts:
Item #3a: 6 inch ductile iron pipe: 300 linear feet at $75 equals $22,500
Item #3b: 8 inch ductile iron pipe: 155 linear feet at $85 equals $13,175
Item #4a: 16 inch casing pipe: 20 linear feet at $225 equals $4,500
Item #5.1a: 6 inch bends: 17 each at $360 equals $6,120
Item #5.1b: 8 inch bends: 33 each at $400 equals $13,200
Item #5.2b: 8x8 tees: 1 each at $450 equals $450
Item #5.2c: 8x6 tees: 2 each at $440 equals $880
Item #5.3a: 4 inch plug: 1 each at $200 equals $200
Item #5.3b: 6 inch plug: 1 each at $200 equals $200
Item #5.3c: 8 inch plug: 2 each at $300 equals $600
Item #5.4a: 6 inch coupling: 2 each at $300 equals $600
Bid Item 5.6a: 8x8 Tap Sleeve Valve: 3 each at $4,000 equals $12,000
Item #5.6b: 8x6 tapping sleeve & valve: 1 each at $3,400 equals $3,400
Item #5.6c: 16x6 tapping sleeve & valve: 2 each at $5,500 equals $11,000
Item #6.b: Abandon 6 inch water main: 10 each at $2,000 equals $20,000
Item #7: Abandon existing valve: 32 each at $200 equals $6,400
Item #9.a: Remove and Replace Asphalt Drives: 4 sy at $40 equals $160
Item #10: Remove and Replace Concrete Drives: 114 sy at $55 equals $6,270
Item #11: Remove and Replace Concrete Sidewalk: 464 sy at $55 equals $25,520
Item #12: Remove and Replace Concrete Curb and Gutter: 101 lf at $25 equals $2,525
Item #13: SCDOT Flowable Fill: 1,556 cy at $70 equals $108,920
Item #17: Remove and reset fire hydrant: 3 each at $1,600 equals $4,800
Item #19.a: Insert 6 inch valve: 3 each at $7,000 equals $21,000
Item #19.b: Insert 8 inch valve: 3 each at $9,000 equals $27,000

Total Deducts: $311,420.00

Net (Increase): $127,498.50

Funding Source: Budget Transfer (see attached): $127,498.50

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total: (CORRECTED)	$178,665.00
Previous change orders:	$178,665.00
This change order:	$0.00
Revised Owner's Contingency Allowance:	$0.00

Proposed Change and Basis for Payment

Original contract price:	$2,553,150.00
Previous change orders:	$232,033.00
This change order:	$127,498.50
Revised contract price:	$2,912,681.50

Contractual Completion Date:
Notice To Proceed: August 5, 2014
Scheduled Completion Date: December 18, 2015
Revised **Substantial** Completion Date: **July 28, 2017**
Revised **Final** Completion Date: **August 31, 2017** (35 consecutive calendar days per NTP)

This Change is Acceptable:

Carolina Tap and Bore, Inc. By: _____

Title: PRESIDENT

City of Columbia

Recommended for Approval: _____ Utility Coordinator
Kerry Jones

Recommended for Approval: _____ Sr. Utility Coordinator
Jeff Jeffers

Recommended for Approval: _____ Asst. City Eng. for Const.
Michael F. Sheu, P.E.

Recommend for Approval: _____ City Engineer
Dana R. Higgins, P.E.

Recommended for Approval: _____ Dir. Utilities & Engineering
Joseph D. Jaco, P. E.

Approval of Change: _____ City Manager
Teresa Wilson

Attachments: Change Order Proposal

APPROVED AS TO FORM
"/8/17
Legal Department City of Columbia, SC

Carolina Tap & Bore Inc.
2418 Morningside Drive • West Columbia, South Carolina 29169 • Office (803) 739-7056 • Fax (803) 791-1407

August 17, 2016

To: City of Columbia
1136 Washington Street
Columbia SC 29217

Attn: Jason Shaw, P.E.

Re: Fort Jackson Blvd. Lake Katherine WM 4000

Per your request, we are pleased to submit the following quotation for the above subject work. We trust the information provided is complete and sufficient for your evaluation and consideration. Should you have any questions or require additional information, please feel free to contact us anytime at 803-739-7056. We assure you of our prompt attention.

All labor, material and equipment to bore alongside Fort Jackson Blvd to including the following:

- Mobilization
- Traffic control
- Bore approx. 700.0' 8" HDPE / DIP size @ 125.00 per foot
- Fuse all joints @ $2,200.00
- 2 – MJ x HDPE adapters @ $800.00 ea.

Total lump sum Cost $91,300.00

Sincerely yours,

Richard Young

Carolina Tap & Bore Inc.
241 [illegible] • [illegible] • [illegible]

05/21/ 2017

Ref: WM 4000 Lake Katherine
Culclasure
Dear Rhett Closure:

As you are aware, during the installation of our directional bore along Fort Jackson Blvd., it was determined that the City's sewer main was damaged during our drilling process. It was also determined that the location was incorrectly marked by the city's locater by approx. 6-7.0'. At that time, the sewer department came out to do the repairs but was not able to due to the work load that they already had scheduled. You asked us if we would do the repairs since the sewer department was not available in which we complied. Below I have listed the cost of those repairs.

Nov. 3rd / Day 1 (4515 Ft. Jackson Blvd.)

Excavated in Yard, replaced 6" service line

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $2,707.00

Nov. 15th / Day 1 (4531 Ft. Jackson Blvd.)

Excavated in Yard, and set trench boxes to repair sewer main

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Nov. 16th / Day 2

Hauled in stone, repaired and bedded in sewer main

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Nov. 17th / Day 3

Hauled in clean fill, backfilled and compacted area

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Dec. 1st / Day 4

Raked and sodded Yard with 4-pallets of grass

• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 11- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
	TOTAL $1,710.00

Dec. 7th / Day 1 (4519 Ft. Jackson Blvd.)

Excavated in Yard, and set trench boxes to repair sewer main

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Dec. 8th / Day 2

Hauled in stone, repaired and bedded in sewer main

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Dec. 9th / Day 3

Hauled in clean fill, backfilled and compacted area

• 1- Backhoe @ 29.25 per hr. x 4 hrs. =	$117.00
• 1- 85 Excavator @ 33.00 per hr. x 10 hrs. =	$330.00
• 1- Crew truck @ 16.25 per hr. x 10 hrs. =	$162.50
• 1- Dump truck @ 60.00 per hr. x 5 hrs. =	$300.00
• 1- Pick up @ 9.75 per hr. x 10 hrs. =	97.50
• 4- Men/ equip. Operator/ labor@ 25.00 per hr. x 10 hrs. =	$1,000.00
• 1- Foreman @ 45.00 per hr. x 10 hrs. =	$450.00
• 1- Superintendent @ 55.00 per hr. x 10 hrs. =	$550.00
	TOTAL $3,007.00

Material

Fresh farms sod 4 – pallets @ $160.00 each	$640.00
Pascon flushing and video work @ $3,380.50	$3,380.50

TOTAL COST $26,479.50

COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: June 3, 2014 Revised November 9, 2017

Mentor: Carolina Tap and Bore, Inc.

Protégé: Northeast Backflow, LLC.

Project Number: WM 4000 Lake Katherine Phase 1

Project Contract Amount: $2,912,681.50

Reference: Business Plan dated August 26, 2008

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

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

The mentor and the protégé will reach an agreement detailing the specific work to be accomplished by the protégé. The team will identify the areas of work that are best suited to the protégé's current capabilities. An officer from each company will meet to discuss matters such as scheduling, cash flow, equipment, timely material deliveries, necessary personnel and so forth. The lead member from each company's field crew will meet to discuss their ideas concerning the execution of the installation.

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

One of the goals was for the team to identify a project suitable to both companies, discuss the bidding process, agree on pricing and bid successfully. This goal has been met.
Bonding for the protégé is also an identified goal. Previously a letter was provided to the City from "Allstar Surety Fidelity" discussing the gains in bonding capacity which have resulted from the teamwork and the Mentor/Protégé Program.
The protégé will have the opportunity to work with city inspectors to gain an understanding of their requirements as to material and specification enforcement.
The importance of record keeping – employee time, equipment used, maintenance, material cost, etc. – will assist the protégé attempt to track profit and or loss on a specific project. This will better prepare him to bid the next project.

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

A primary milestone in the relationship of the mentor and protégé is the fact that the team has successfully bid on a project. This gives them the opportunity to put into practice a working experience in the field. The field crews will develop working relationships and hone the skills of the protégés crew.
The officers of each company can plot strategies as to how to obtain the best material prices; equipment needs; manpower; division of work; record keeping; safety; and cost tracking.
Securing bonding from insurers is a slow process which is gained by the demonstration of good faith; prompt bill paying; wise cash flow management and other factors. Each successful project that the protégé is able to bond further demonstrates his capability and reliability. As projects are obtained and completed, the protégé will gain confidence in his ability to bid work. He will also have a better understanding of the strengths and weaknesses of his field crew. He can then lean toward their strengths while attempting to sort out their weaknesses.
The team will attempt to find similar projects outside the realm of the City's Mentor/Protégé Project on which they can bid and either work together or allow the protégé to handle on his own.
The protégé will purchase a portion of the materials for the project which will enhance his credit standing.

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

Mentor: The mentor will provide a three or four man crew for this project. The lead man will be a foreman with years of successful pipe installation experience. The lead man will generally act as equipment operator. The crew will be two laborers with some years of piping experience. They will typically handle the pipe laying, tamping and such. The fourth man, if utilized, will be a driver operator. Additional crews will be utilized by the mentor should that be necessary.
A safety officer will hold a preconstruction meeting to discuss safety issues germane to this project. The mentor's lead man will conduct periodic tailgate meetings or biweekly safety sheets will be distributed.
A trackhoe, backhoe, roller compactor, foreman's truck, crew truck, dump truck, pipe saw and miscellaneous tools will be provided by the Mentor.
Additional manpower and equipment are available should they be required to accomplish the work at hand.
The mentor will provide the bid bond, the payment bond and the performance bond to the city covering the entire project.

Protégé: The protégé will provide a three man crew for this project. The lead man will generally act as the equipment operator. The two laborers will handle the pipe laying, compaction and such.
The protégé will provide a trackhoe, dump truck, crew truck, pipe cutting saws and an assortment of hand tools.

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

a. Description of Mentor's responsibilities:
The mentor will act as lead for this project. He will secure the bonding: Arrange for the materials purchases: Process billing to the city: Provide financing for the project: Assist with safety issues: Provide labor and equipment to accomplish his portion of the installation: Provide field guidance to the protégé's field crew.

b. Description of Protégé's responsibilities on project:
The protégé will provide labor and equipment necessary to accomplish their portion of the pipe installation: They will be responsible for the safety of the field crew.

c. Description of responsibilities that will be completed as a team:
The team will share the project layout in the field. Identifying and staking the pipe path and the location of specific items –valves, bends, etc.- along the pipe route.
They will share cover up, clean up, and restoration of the disturbed areas.
Both crews will participate in the filling, flushing and pressure testing of the installed piping system.
They will gather as built information identifying the final positioning of major components for the city's records.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: $873,087.65

Percentage of Contract: 30 %

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

A) Layout and Staking	0.30	months	Mentor and Protégé
B) Mobilization	0.25	months	Mentor and Protégé
C) Pipe Installation	7.75	months	Mentor
	7.75	months	Protégé
D) Asphalt Work	1.50	months	Mentor and Protégé
E) Material receipt and handling	0.50	months	Mentor and Protégé
F) Filling and flushing	0.30	months	Mentor and Protégé
G) Pressure testing	0.20	months	Mentor and Protégé
H) Demobilization	0.20	months	Mentor and Protégé
I) Traffic Control	0.20	months	Mentor and Protégé
I) Miscellaneous	0.80	months	Mentor and Protégé

Note: the number of personnel required for some of the lesser tasks may be reduced to fit the application. However, we do feel that it is important both crews share in all phases of the project to some extent.

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

The field crews will turn in daily reports to their respective offices. These reports will reflect progress; weather conditions; equipment; personnel; inspections; unexpected conditions or issues; material deliveries; and other factors of day to day activities.
An officer from each company will be charged with reviewing these reports. The officers will contact one another on at least bi-weekly basis to discuss matters.
Monthly job site meetings will be held where the officers and their lead men will discuss the project.

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

1) Secure bonding for the protégé
2) Allow the protégé to gain experience dealing with inspectors, specifications and requirements peculiar to municipal work.
3) Enhance the protégé' material purchasing capability
4) Develop a working relationship with field staff and officers.
5) Train employees.
6) Foster record keeping
7) Become profitable.

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

An initial meeting prior to start up of the project will be held with an officer and a lead field man from each company in attendance. The separation of work will be outlined at that time. Safety and other strategies will be discussed.
Officers from each company will meet at least monthly to discuss a variety of work related matters concerning the project. Project progress, bonding, financials, insurance and work load are some of the topics.
The specific issues discussed in the monthly meeting will be noted in a monthly report.

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

The initial request for payment will be presented to the city after the crews have mobilized and materials have been received. This first payment can include a request for stored materials. The city will pay only those items denoted on the bid sheet. Therefore the cost of mobilization, bonds, testing and demobilization must be carried until achievement on billable items has been reached. The city will hold 10% from each pay request as retainage to ensure that the work is satisfactory and that all obligations to subcontractors or material suppliers have been met.
The officers will meet to discuss the initial billing and define and detail their respective accomplished billable items. Payments will be dispersed within three days of receipt of payment from the city.
Monthly invoices will be presented to the city for work achieved. The payment will be shared based on the accomplishment of each particular company. Advancements to the protégé will be repaid to the mentor accordingly.
Final payment and release of retainage will be paid upon completion of all of the work. Settlement of all outstanding items between the two companies will be handled at that time.

12. **Other issues.**

COLUMBIA
SOUTH CAROLINA

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Carolina Tap and Bore, Inc. Mentor Firm) this 3 day of June, 2014.
Corporate SEAL REVISED: November 9, 2017

By: Richard J. Young
Title: President

ATTEST:
By: Robert V. Hampton
Title: Vice president

EXECUTED by Northeast Backflow, Inc. (Protégé Firm) this 3 day of June, 2014.
Corporate SEAL REVISED: November 9, 2017

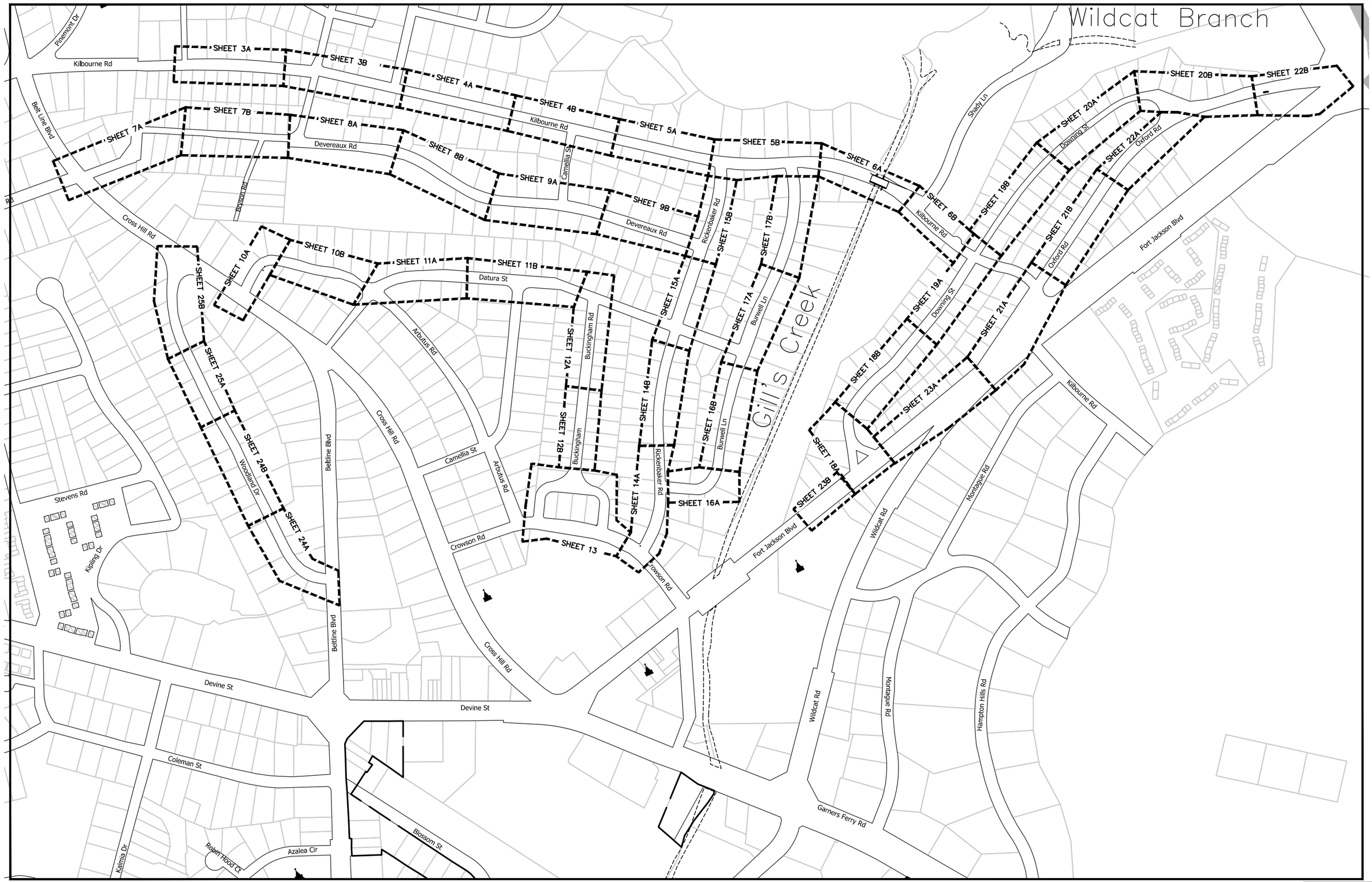
By: Tony Campbell
Title: Vice President

ATTEST:
By: Robert V. Hampton
Title: Vice President Carolina Tap and Bore

RECOMMENDED FOR APPROVAL:

EXECUTED by the CITY OFFICE OF BUSINESS OPPORTUNITY this 10 day of NOVEMBER, 2017.

By: Juliet Kelly
Title: Compliance Specialist


Wildcat Branch
Gill's Creek
SHEET 3A
SHEET 3B
SHEET 4A
SHEET 4B
SHEET 5A
SHEET 5B
SHEET 6A
SHEET 6B
SHEET 7A
SHEET 7B
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SHEET 22A
SHEET 22B
SHEET 23A
SHEET 23B
SHEET 24A
SHEET 24B
SHEET 25A
SHEET 25B
Kilbourne Rd
Devereaux Rd
Datura St
Crowson Rd
Fort Jackson Blvd
Devine St
Garners Ferry Rd
Coleman St
Blossom St
Azalea Cir
Robin Hood Cir
Stevens Rd
Kipling Dr
Pinemont Dr
Belt Line Blvd
Cross Hill Rd
Woodland Dr
Beltline Blvd
Arbutus Rd
Buckingham Rd
Buckingham
Camellia St
Camellia St
Rickenbaker Rd
Burwell Ln
Downing St
Oxford Rd
Shady Ln
Montague Rd
Wildcat Rd
Hampton Hills Rd
Kalmia Dr

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Chemicals for the Columbia Metro Wastewater Treatment Plant, Columbia Canal and Lake Murray Water Treatment Plants, as requested by Columbia Water. Award to JCI Jones Chemicals of Sarasota, FL, Univar USA, Inc. of Downers Grove, IL, Tanner Industries, Inc. of Southampton, PA, Chemtrade Chemicals US, LLC of Parsippany, NJ, PVS Chemical Solutions of Detroit, MI and Polytec, Inc. of Mooresville, NC in an amount not to exceed $2,524,382.**

PURPOSE:

This contract will terminate on June 30, 2018. There is an additional one (1) year renewal option beginning July 1, 2018 thru June 30, 2019.

REQUISITION NO.: **R183509, R183512, R186686, R186688, R186689, R186690, R186691, R186692, R186693, R186694, R186695, R186698, R186699, R186700, R186702, & R186704**

FINANCIAL IMPACT: **Funding Source: 5516207-624800; Utilities Lake Murray WTP-Chemicals, 5516206-624800; Utilities Columbia Canal WTP-Chemicals, & 5516208-624800 Metro Wastewater Treatment Plant Chemicals. The original budgeted amount is $2,628,074.00.**

ORIGINAL BUDGET: **$2,676,826.20**

CLEAN WATER 2020?: **No**

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

Columbia Canal Water Treatment Plant

Vendor/Location	Description	Estimated Usage	Unit Price	Amount To Be

				Awarded
JCI Jones Chemicals Sarasota, FL	Chlorine	312 Tons	$450.00	$140,400.00
	Sodium Hydroxide-Caustic Soda	315 Tons	$584.00	$183,960.00
Univar USA Inc. Downers Grove, IL	Fluoride - Fluor Silicic Acid , Liquid	190 Tons	$208.50	$39,615.00
Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia	60 Tons	$1,319.00	$79,140.00
Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate	1,425 Tons	$224.00	$319,200.00
Polytec, Inc. Mooresville, NC	Liquid Lime-Calcium Hydroxide	90 Tons	$300.00	$27,000.00
International Dioxcide North Kingstown, RI	Liquid Sodium Chlorite	375 Tons	$1,075.00	$403,125.00

Lake Murray Water Treatment Plant

Vendor/Location	**Description**	**Estimated Usage**	**Unit Price**	**Amount To Be Awarded**
JCI Jones Chemicals Sarasota, FL	Chlorine	353 Tons	$450.00	$158,850.00
	Sodium Hydroxide-Caustic Soda	315 Tons	$584.00	$183,960.00
Univar USA Inc. Downers Grove, IL	Fluoride -Fluor Silicic Acid ,	200 Tons	$208.50	$41,700.00

	Liquid			
Tanner Industries, Inc. Southampton, PA	Anhydrous Ammonia	47 Tons	$1,319.00	$61,993.00
Chemtrade Chemicals US, LLC Parsippany, NJ	Aluminum Sulfate	1,753 Tons	$224.00	$392,672.00
Polytec, Inc. Mooresville, NC	Liquid Lime-Calcium Hydroxide	775 Tons	$300.00	$232,500.00

Metro Wastewater Treatment Plant

Vendor/Location	**Description**	**Estimated Usage**	**Unit Price**	**Amount To Be Awarded**
JCI Jones Chemicals Sarasota, FL	Sodium Hypochlorite 12 Percent Trade Weight	100,544 Gallons	$0.5450	$109,592.00
	Sodium Hypochlorite 15.0 Percent Trade Weight	86,978 Gallons	$0.63	
PVS Chemical Solutions Detroit, MI	Sodium Bisulfite	2,450,000 Pounds	$0.0615	$150,675.00

ATTACHMENTS:

- **#a:** Final Bid Submission report from eBridge (PDF)
- #b: Department approval (PDF)
- #c: Signed Bidder Acknowledgement (PDF)



Final Bid Submission Report

Water Treatment Chemicals 2017

Started: 9/29/2017 1:00 PM
Ended: 9/29/2017 2:19 PM

Columbia Canal and Lake Murray Water Plants - Water Treatment Chemicals

Chlorine, Liquid - Per Specifications, Delivered - Based Estimated Usage of 665 Tons for Both Columbia Canal and Lake Murray - Price per TON

Rank	Company	Value	Date/Time
1	JCI Jones Chemicals	$450.00	9/27/2017 3:13:04 PM
2	Allied Universal Corporation	$464.95	9/29/2017 1:04:41 PM

Fluoride-Fluorosilicic Acid, Liquid - Per Specifications, Delivered - Based on Estimated Usage of 390 Tons for Both Columbia Canal and Lake Murray - Price per TON

Rank	Company	Value	Date/Time
1	Univar USA Inc.	$208.50	9/29/2017 2:16:52 PM
2	Pencco, Inc.	$209.50	9/29/2017 2:14:13 PM
3	Water Guard, Inc.	$283.50	9/29/2017 1:17:01 PM

Anhydrous Ammonia, Liquid - Per Specifications, Delivered - Based on Estimated Usage of 107 Tons for Both Columbia Canal and Lake Murray - Price per TON

Rank	Company	Value	Date/Time
1	Tanner Industries, Inc.	$1,319.00	9/29/2017 1:13:42 PM
2	Brenntag	$1,320.00	9/29/2017 1:13:28 PM

Aluminum Sulfate - Per Specifications, Delivered - Based on Estimated Usage of 3,178 Tons for Both Columbia Canal and Lake Murray - Price per DRY TON

Rank	Company	Value	Date/Time
1	Chemtrade Chemicals US LLC	$224.00	9/29/2017 1:05:10 PM
2	C and S Chemicals, Inc.	$225.00	9/28/2017 1:25:04 PM
3	GEO Specialty Chemicals, Inc.	$360.38	9/28/2017 4:22:20 PM

Sodium Hydroxide-Caustic Soda - Per Specifications, Delivered - Based on Estimated Usage of 315 Tons for Both Columbia Canal and Lake Murray - Price per DRY TON

Rank	Company	Value	Date/Time
1	JCI Jones Chemicals	$584.00	9/29/2017 1:30:23 PM
2	Brenntag	$585.00	9/29/2017 1:29:56 PM
3	Univar USA Inc.	$632.00	9/29/2017 1:08:56 PM

Liquid Lime-Calcium Hydroxide - Per Specifications, Delivered - Based on Estimated Usage of 1,305 Tons for Both Columbia Canal and Lake Murray - Price per TON

Rank	Company	Value	Date/Time
1	Polytec, Inc	$300.00	9/28/2017 3:22:38 PM

Liquid Sodium Chlorite - Per Specifications, Delivered - Based on Estimated Usage of 375 Tons for Both Columbia Canal and Lake Murray - Price per TON

Rank	Company	Value	Date/Time
1	International Dioxcide	$1,075.00	9/29/2017 1:11:57 PM
2	Evoqua Water Technologies LLC	$1,084.00	9/29/2017 1:01:20 PM

Wastewater Treatment Plant Chemicals

Sodium Hypochlorite, 12.0 Percent Trade Weight - Per Specifications, Delivered - Based Estimated Usage of 550,000 Gallons for Metro Wastewater Plant - Price per GALLON

Rank	Company	Value	Date/Time
1	JCI Jones Chemicals	$0.5450	9/29/2017 1:46:05 PM
2	Univar USA Inc.	$0.5499	9/29/2017 1:45:50 PM
3	Allied Universal Corporation	$0.9900	9/29/2017 1:03:37 PM

Sodium Hypochlorite, 15.5 Percent Trade Weight - Per Specifications, Delivered - Based Estimated Usage of 550,000 Gallons for Metro Wastewater Plant - Price per GALLON

Rank	Company	Value	Date/Time
1	JCI Jones Chemicals	$0.6300	9/29/2017 1:39:27 PM
2	Univar USA Inc.	$0.6349	9/29/2017 1:39:13 PM
3	Water Guard, Inc.	$0.8650	9/29/2017 1:15:07 PM
4	Allied Universal Corporation	$0.9900	9/29/2017 1:03:45 PM

Sodium Bisulfite - Per Specifications, Delivered - Based on Estimated Usage of 2,450,000 Pounds for Metro Wastewater Plant - Price per POUND

Rank	Company	Value	Date/Time
1	PVS Chemical Solutions	$0.0615	9/29/2017 1:32:44 PM
2	Brenntag	$0.0620	9/29/2017 1:32:27 PM
3	Southern Ionics Incorporated	$0.0675	9/29/2017 1:26:45 PM
4	JCI Jones Chemicals	$0.0750	9/29/2017 1:17:59 PM
5	Chemtrade Chemicals US LLC	$0.1400	9/28/2017 1:32:40 PM

We Are Columbia

Department of Procurement and Contracts
1800 Main Street, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-545-8752

INTER OFFICE MEMORANDUM

TO: Clint Shealy, Assistant City Manager, Columbia Water
David Wiman, WWTP Superintendent, Columbia Water MWTP
Trey Varn, WTP Superintendent, Columbia Water Lake Murray TP
Gordon Alexander, WTP Superintendent, Columbia Water Canal TP

FROM: La Tasha Terry, Buyer

SUBJECT: Bid 004-17-18-LAT Chemicals for Water and Wastewater Treatment Plants- Bid Tabulation Review and Approval

DATE: October 23, 2017

Please see the Final Bid Submission report from eBridge on the lowest responsive and responsible bid for each lot and give me your approval. After your approval is received it will be placed on Minute Traq for City Council's approval.

If the low bid for each lot is not accepted you must provide justification as to why the bid does not meet the specification or your needs.

BID004-17-18 bid tabulation and lowest responsive and responsible bid meets with my approval and I authorize it to go to City Council for approval.

Name: DAVID R. WIMAN Signature: _____ Date: 10/27/17
(Print Name)

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Name: Trey Varn (Print Name) Signature: Trey Varn Date: 10/25/17

Scanned by CamScanner

We Are Columbia

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1800 Main Street, Columbia, SC 29201 • Phone 803-545-3470 • Fax 803-545-8752

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BID004-17-18 bid tabulation and lowest responsive and responsible bid meets with my approval and I authorize it to go to City Council for approval.

Name: GORDON ALEXANDER (Print Name) Signature: Gordon Alexander Date: October 25, 2017

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT
Date: September 13 , 2017	Bids will be opened at 3:00 P.M. on September 22, 2017 and may not be withdrawn within 60 days after such date and time.
	Bid No: BID004-17-18-LAT

Reason For No Bid: N/A

Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Contractor Name: JCI Jones Chemicals, Inc

Contractor Mailing Address: 1765 Ringling Blvd

City-State-Zip: Sarasota, FL 34236

Telephone No: (941) 330-1537

Fax No: (941) 330-9657

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Summer Mello
AUTHORIZED SIGNATURE (MANUAL)

Summer Mello - Nat'l Sales Coord.
AUTHORIZED SIGNATURE/TITLE (TYPED)

Summer@jcichem.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online using eBidcolumbiasc. Bids not submitted on eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.
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   B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
   C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
   D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

   E. Invoicing & Payment: The supplier shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. Invoices shall contain the Contract and Purchase Order Numbers and be at the prices stipulated on the contract less deductions, if any. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Orders issued and signed by the City Purchasing Agent.

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Date: September 13 , 2017	Bids will be opened at 3:00 P.M. on September 22, 2017 and may not be withdrawn within 60 days after such date and time.	Bid No: BID004-17-18-LAT

Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Reason For No Bid:

Contractor Name:	Univar USA Inc.
Contractor Mailing Address:	200 Dean Sievers Place
City-State-Zip:	Morrisville, PA 19067
Telephone No:	215-337-6269 (direct) or 215-428-6990
Fax No:	215-337-6290

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Linda Campbell
AUTHORIZED SIGNATURE (MANUAL)

Linda Campbell, Municipal Specialist
AUTHORIZED SIGNATURE/TITLE (TYPED)

linda.campbell@univar.com
E-MAIL ADDRESS

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   C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
   D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

   E. Invoicing & Payment: The supplier shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. Invoices shall contain the Contract and Purchase Order Numbers and be at the prices stipulated on the contract less deductions, if any. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Orders issued and signed by the City Purchasing Agent.

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Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Reason For No Bid:

Contractor Name: Tanner Industries, Inc.
Contractor Mailing Address: 735 Daviesville Rd
City-State-Zip: Southampton, PA 18966
Telephone No: (215) 322-1238
Fax No: (215) 322-2791

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

Matt Tanner / Sales Administrator
AUTHORIZED SIGNATURE/TITLE (TYPED)

sales@tannerind.com
E-MAIL ADDRESS

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Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Reason For No Bid:

Contractor Name: CHEMTRADE CHEMICALS US LLC

Contractor Mailing Address: 90 EAST HALSEY ROAD

City-State-Zip: PARSIPPANY, NJ 07054

Telephone No: 800-441-2659

Fax No: 973-515-4461

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

PARUL KACHHIA-PATEL
AUTHORIZED SIGNATURE/TITLE (TYPED)

bids@chemtradelogistics.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online using eBidcolumbiasc. Bids not submitted on eBidcolumbiasc may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

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A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The supplier shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. Invoices shall contain the Contract and Purchase Order Numbers and be at the prices stipulated on the contract less deductions, if any. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Orders issued and signed by the City Purchasing Agent.

Submit Responses Online using the City of Columbia's eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: September 13 , 2017	Bids will be opened at 3:00 P.M. on September 22, 2017 and may not be withdrawn within 60 days after such date and time.	Bid No: BID004-17-18-LAT

Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Reason For No Bid:

Contractor Name: PVS Chemical Solutions, Inc.

Contractor Mailing Address: 10900 Harper Avenue

City-State-Zip: Detroit, MI 48213

Telephone No: 313-921-1200

Fax No: 313-571-6765

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Karen Handloser

AUTHORIZED SIGNATURE (MANUAL)

Karen Handloser/Controller

AUTHORIZED SIGNATURE/TITLE (TYPED)

bids@pvschemicals.com

E-MAIL ADDRESS

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D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

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	Bid No: BID004-17-18-LAT

Bid Title: Chemicals for the Water and Wastewater Treatment Plants

Reason For No Bid:

Contractor Name: Polytec, Inc.
Contractor Mailing Address: P.O. Box 659
City-State-Zip: Mooresville, N.C. 28115
Telephone No: 704-660-5195
Fax No: 704-662-3498

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

Jack Harmon, Pres. Dev L
AUTHORIZED SIGNATURE/TITLE (TYPED)

jackharmon@polytecinc.net
E-MAIL ADDRESS

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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Asphalt Replacement Services for Willow Creek Drive, as requested by Columbia Water. Award to Armstrong Contractors, a certified Local Business Enterprise, in an amount not to exceed $102,575.00. This firm is located in Columbia, SC.**

PURPOSE: **Sub-consultant Earthcare Services, a Minority Business Enterprise of Lexington, SC will provide erosion control services at 2.68% ($2,500.00) of the contract value.**

REQUISITION NO.: **R185484**

FINANCIAL IMPACT: **Funding Source:5511706-WM4431-623500 Willow Creek Drive Asphalt Replacement.The original budget amount is $102,575.00.**

ORIGINAL BUDGET: **$72,050.00**

CLEAN WATER 2020?: **No**

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

Three (3) bids were received for the Willow Creek Drive Asphalt Replacement (BID#022-17-18-CCP) as requested by Columbia Water.

The total construction time allocated for this project is sixty (60) consecutive calendar days after the notice to proceed is issued.

Base Bid	$ 93,250.00
Contingency 10%	$ 9,325.00
Total (Not to Exceed)	$102,575.00

This will be charged as follows:

5511706-WM4431-623500 $102,575.00
Willow Creek Drive Asphalt Replacement

ATTACHMENTS:

- **#a:** Contract (PDF)
- #b: Bid Tabulation (PDF)
- #c: Engineers Recommendation (PDF)
- #d: Compliance Review (PDF)
- #e: Business Information Record (PDF)
- #f: Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

WM4431

Willow Creek Drive Asphalt Replacement

Bid #022-17-18-CCP

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

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Ninety-Three Thousand Two Hundred Fifty** Dollars and **Zero** Cents **($93,250.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

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

9.2.9 **Site Map, inclusive and dated September 19, 2017**.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20__.

Contractor	Owner
_____	_____
BY	BY
_____	_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
_____	_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
Date: _____	Date:_____

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

APPROVED AS TO FORM
11/6/17
Legal Department City of Columbia, SC

Event Number	BID022-17-18-CCP Addendum 1	**Organization**	City of Columbia, SC
Event Title	Willow Creek Drive Asphalt Replacement	**Workgroup**	Purchasing
Event Description	Pre-bid Meeting October 25, 2017 at 10:30	**Event Owner**	Carla Clark-Pitchford
Event Type	IFBs	**Email**	cmclarkpitchford@columbiasc.net
Issue Date	10/17/2017 04:36:48 PM (ET)	**Phone**	803 (545) 4641
Close Date	10/31/2017 10:30:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Armstrong Contractors	Columbia	SC	10/31/2017 10:27:34 AM (ET)	1	$93,250.00
North American Pipeline Manag	Marietta	GA	10/30/2017 02:45:58 PM (ET)	1	$95,976.00
AOS Specialty Contractors, Inc.	Lexington	SC	10/31/2017 10:14:09 AM (ET)	1	$101,800.00

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

From: Porter, Toby J
To: Clark-Pitchford, Carla M
Cc: Bolling, Andrea R
Subject: #Bid 022-17-18-ccp willow creek drive asphalt replacement (WM4431)
Date: Wednesday, November 01, 2017 10:16:16 AM

Carla,

The discrepancy in the Engineer's estimate and the bidder's response can be seen in the pavement line item and the restoration line item. The difference in these 2 items total $30,525. These items are job and contractor specific. After reviewing the plans and specifics again, Columbia Water staff are in agreement with the contractor's proposed costs and support moving forward with this contractor and bid. Requisition #R185484 has been set up. The paperwork to transfer the additional funds has been routed for signatures. We would like to plan on this project being ready for the December 5, 2017 City Council Meeting.

Thanks

Toby J. Porter
Civil Engineering Specialist

Columbia Water
Department of Engineering

PO Box 147 | Columbia, SC 29217
tjporter@ColumbiaSC.Net
Phone: (803) 545-4428

ColumbiaSCWater.Net
ColumbiaSC.Net

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

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

DATE: October 31, 2017

SUBJECT: PROJECT: BID#022-17-18-CCP Willow Creek Drive Asphalt Replacement

Bids for this project were opened publicly at 10:30 a.m., October 31, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project, were in participation with the Local Business Enterprise Preference Program. The apparent *responsive* low bidder is Armstrong Contractors at $93,250.00

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

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

Thank You.

Review Approved: Judith M. Kelly **DATE:** 10/31/17
Ayesha Driggers Compliance Administrator

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved ? Yes or No
EathCare Services	Tye Bennett	Erosion Control	2500.00	2.68 %	MBE	NO
				%		
				%		
				%		
				%		
				%		

TOTAL: $ ~~@~~ $2500.00

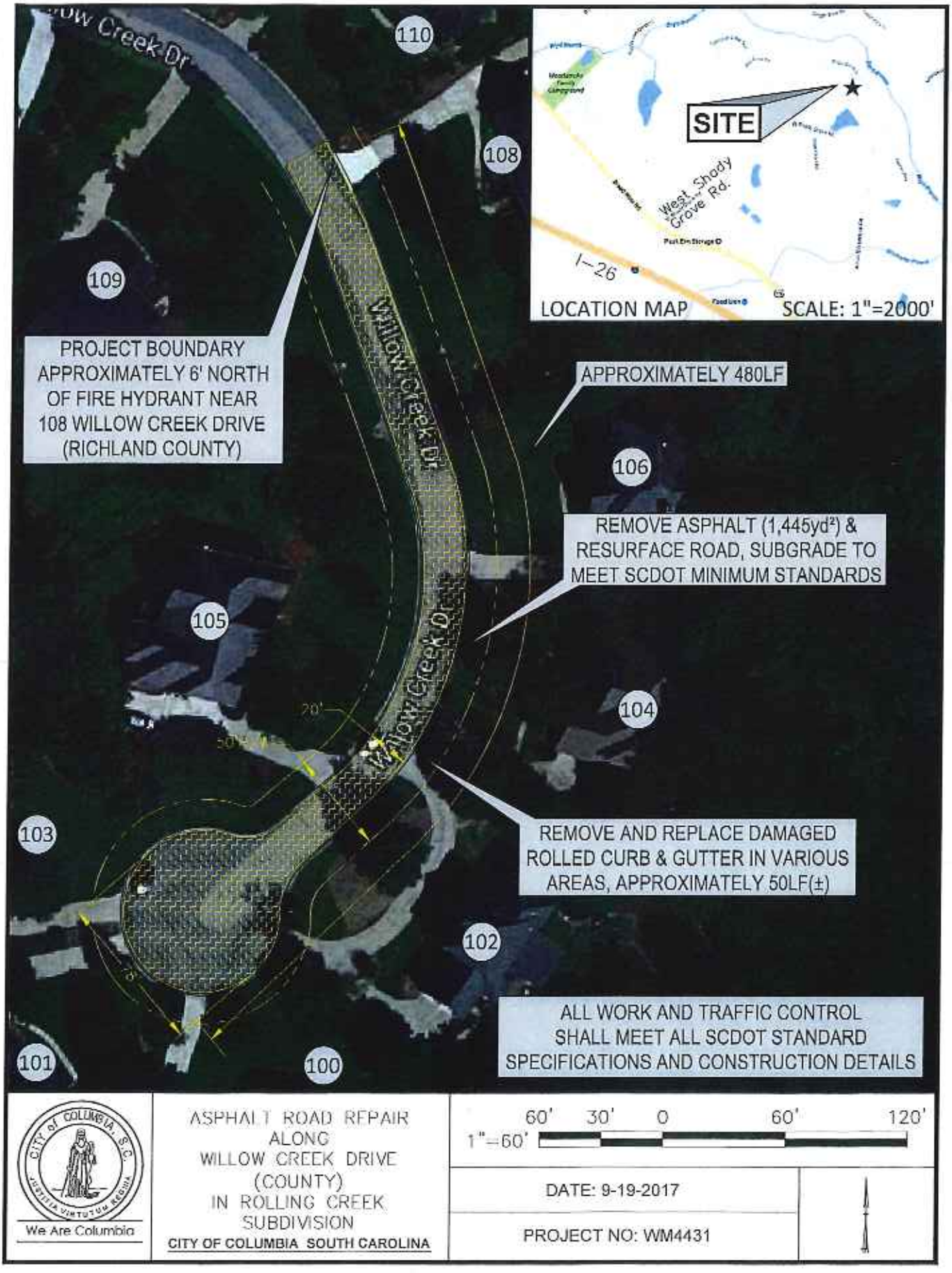
I certify this information is true, correct, complete and active.

Business Name: Armstrong Contractors

Representative Name / Title: Scott Jorda

Date: 10-31-17

8


Willow Creek Dr
110
108
109
106
105
104
103
102
101
100
SITE
West Shady Grove Rd.
I-26
LOCATION MAP
SCALE: 1"=2000'
PROJECT BOUNDARY APPROXIMATELY 6' NORTH OF FIRE HYDRANT NEAR 108 WILLOW CREEK DRIVE (RICHLAND COUNTY)
APPROXIMATELY 480LF
REMOVE ASPHALT (1,445yd²) & RESURFACE ROAD, SUBGRADE TO MEET SCDOT MINIMUM STANDARDS
REMOVE AND REPLACE DAMAGED ROLLED CURB & GUTTER IN VARIOUS AREAS, APPROXIMATELY 50LF(±)
ALL WORK AND TRAFFIC CONTROL SHALL MEET ALL SCDOT STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS
20'
50'
We Are Columbia
ASPHALT ROAD REPAIR
ALONG
WILLOW CREEK DRIVE
(COUNTY)
IN ROLLING CREEK
SUBDIVISION
CITY OF COLUMBIA SOUTH CAROLINA
60' 30' 0 60' 120'
1"=60'
DATE: 9-19-2017
PROJECT NO: WM4431

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Change Order #2 for Project WM4164; Miscellaneous Remote Site Improvements to the Supervisory Control and Data Acquisition (SCADA) System, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc. in the amount of $232,616.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R175691**

FINANCIAL IMPACT: **Funding Source: 5529999-WM416402-658650 Water Distribution System Capital Projects-Misc Remote Site Improvements by Upgrading SCADA - Capital Project Costs. The original budgeted amount for this change order is $232,616.00.**

ORIGINAL BUDGET: **$232,616.00**

BUSINESS PROGRAM: **Subcontracting Outreach Program**

CLEAN WATER 2020?: **No**

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

This change order is a request to add a residual chemical control system with all associated equipment to the City's San Marco water tank that will allow monitoring and release of chemicals when needed as requested by the City of Columbia. Please see the attached change order for a more detailed description of the additional work.

The original budget for this project is $2,500,000.00 and the original contract amount is $2,560,100.00. The previous Change Order (CO #1) dated July 19, 2017 amount was $51,667.30 and was used from contingency. With approval of this Change Order (CO #2) for $232,616.00, the revised contract amount will be $2,792,716.00.

ATTACHMENTS:

- **#a:** WM4164 - Lake Katharine - CO#2 with Legal Approval Stamp (PDF)

- #b: WM4164 - PO Modification Form for CO#2 (PDF)
- #c: WM4164 Map (PDF)

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

PO Change/Modification Order Form

We Are Columbia

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

Routing Date: 2/22/2017

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

DESCRIPTION: WM 4164 Misc Remote Site Imp

DEPARTMENT NAME AND REQUESTOR: Engineering Const. Management

CONTRACTOR'S NAME AND ADDRESS: MB Kahn

PURCHASE ORDER NUMBER (if applicable P1600699 CHANGE ORDER # 2

TYPE OF CHANGE (check all applicable boxes):

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

Brief Explanation/Justification: Addition of residual control system to San Marco watertank.. City requested

Requested Amount of Increase/~~Decrease~~: $ 232,616.00 Current PO amount/total: $ 2,560,100.00

Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required) WM 416402

Funding/Account Info for Change Order: ORG 5529999 OBJ 658650 (Required)

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

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

Division/Department ($100.01 - $5,000):
Recommended for Approval: _____ (Signature) Director of Engr (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: _____ (Signature) 10/3/17 (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed: Yes or No
Recommended for Approval: _____ (Signature) 10/9/17 (Date)

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

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

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

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

We Are Columbia

CIP# WM4164
Miscellaneous Remote Site Improvements
Change Order #2
August 31, 2017

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and M.B. Kahn Construction Company Inc. (Contractor) is requested in order to compensate the contractor for additional work at the San Marco water storage tank. All other provisions of the agreement, except as herein modified or changed, remain in full force and effect.

Reason for Change:

1. Change Order Proposal #7. This modification will add a residual control system to the San Marco storage tank to monitor and boost the disinfection residual as needed. The system includes sodium hypochlorite (chlorine) and liquid ammonium sulfate (ammonia) chemical feed pumps, chemical storage, monitoring instruments and controls, all housed in fiberglass enclosures. The results of implementing this system will lower the flushing efforts by City staff and improve the water quality in the area. This change includes a time extension to the contract of twenty-two (22) weeks from notice to proceed date from the owner. $232,616.00.

Funding Source:
Water Improvement Funds

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	$150,000.00
Previous change orders:	$51,667.30
This change (reduction):	$0.00
Revised Owner's Contingency Allowance:	$98,332.70

Proposed Change and Basis for Payment

Original contract price:	$2,560,100.00
Previous change orders:	$0.00
This change:	$232,616.00
Revised contract price:	$2,792,716.00

Contractual Completion Date:
An additional twenty-two (22) weeks from notice to proceed from owner.

CIP# WM4164
Change Order #2

This Change is Acceptable:

MB Kahn Construction Company, Inc. By: _____
Eddie Wise
Title: Project Manager

City of Columbia

Recommended for Approval: _____ Construction Coordinator
Chad J. Baltzegar

Recommended for Approval: _____ Sr. Construction Coordinator
Sam Catoe

Recommended for Approval: _____ Asst. City Eng. for Const.
Michael F. Sheu P E

Recommend for Approval: _____ City Engineer
Dana R. Higgins P E

Recommended for Approval: _____ Dir. Utilities & Engineering
Joseph D. Jaco P E

Approval of Change: _____ City Manager
Teresa Wilson

Attachments: MB Kahn Change Order Proposal #s 7

APPROVED AS TO FORM
10/9/17
Legal Department City of Columbia, SC

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

PO Change/Modification Order Form

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

Routing Date: 2/22/2017

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

DESCRIPTION: WM 4164 Misc Remote Site Imp

DEPARTMENT NAME AND REQUESTOR: Engineering Const Management

CONTRACTOR'S NAME AND ADDRESS: MB Kahn

PURCHASE ORDER NUMBER (if applicable P1600619 CHANGE ORDER # 2

TYPE OF CHANGE (check all applicable boxes):

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

Brief Explanation/Justification: Addition of residual control system to San Marco watertank.. City requested

Requested Amount of Increase/Decrease: $ 232,616.02 Current PO amount/total: $ 2,560,100.00

Accounting Information on Original PO: ORG 5529999 OBJ 558650 (Required) WM 416402

Funding/Account Info for Change Order: ORG 5529999 OBJ 558650 (Required)

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

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

Division/Department ($100.01 - $5,000):
Recommended for Approval: _____ (Signature) Director of Engr (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: _____ (Signature) 10/3/17 (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval City Manager Approval Needed: Yes or No
Recommended for Approval: _____ (Signature) 10/9/17 (Date)

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

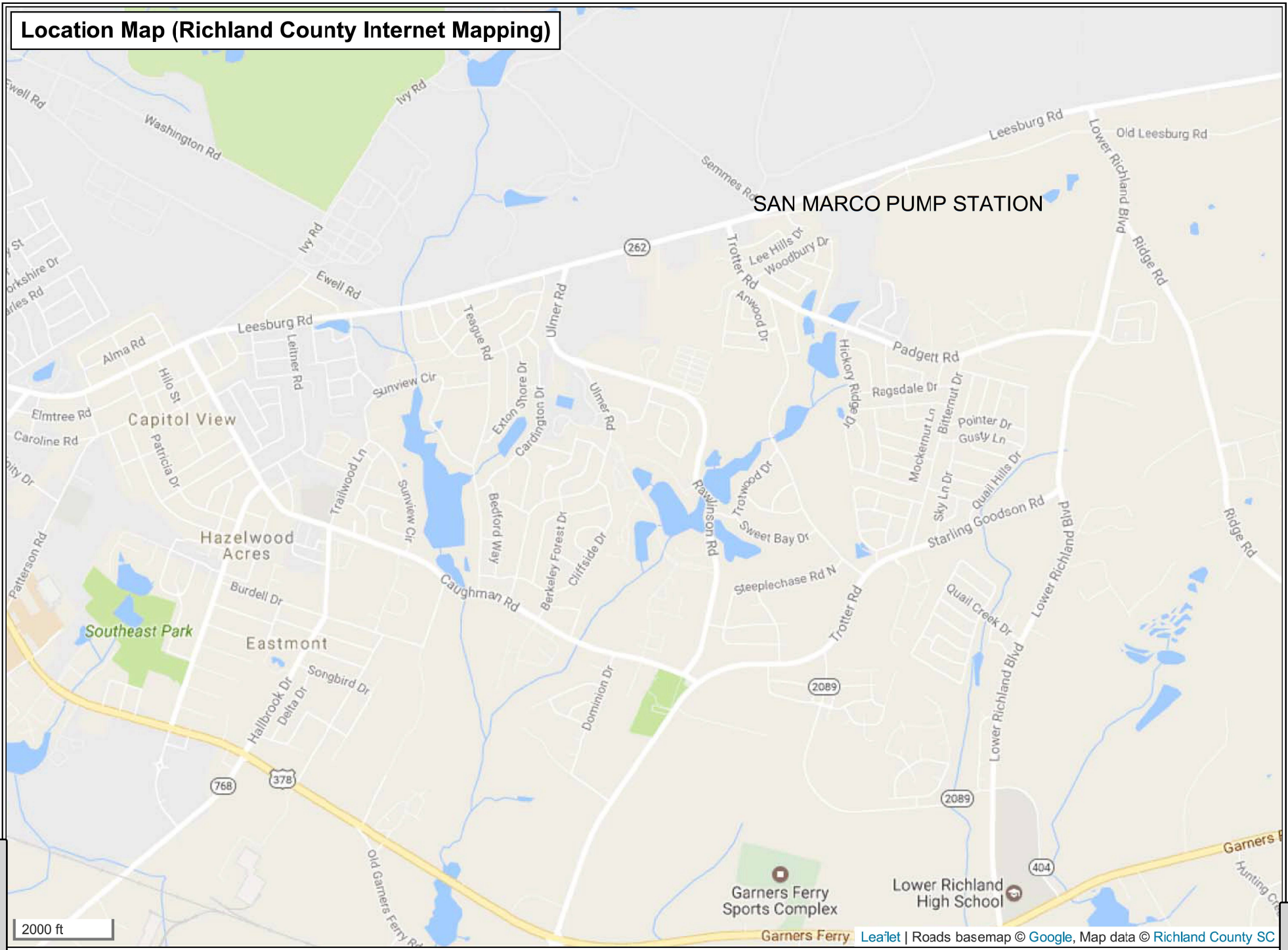
All change orders over $50,000.01 must be approved by City Council. Date approved City Council _____

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

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

ORIGINAL PO Modification/CHANGE ORDER (COC 10/27/16Revised)

Location Map (Richland County Internet Mapping)



We Are Columbia

MEETING DATE:	**November 21, 2017**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve Wallace Street Storm Drainage Rehabilitation Services, as requested by Columbia Water. Award to LAD Corporation of West Columbia, a certified Local Business Enterprise in an amount not to exceed $6,659,599.28. This firm is located in Swansea, SC.**
PURPOSE:	**This is a Mentor Protégé Program Project. Lexington Earthworks is the Protégé and will receive 20% of the contract value.** **The following sub-consultants will provide additional services:** **Ferguson Waterworks, a Local Business Enterprise of Elgin, SC will provide waterline material services at 1.75% ($111,000.00) of the contract value.** **Gossett Concrete Pipe of Greenville, SC will provide concrete storm pipe services at 5.04% ($320,000.00) of the contract value.**
REQUISITION NO.:	**R182782**
FINANCIAL IMPACT:	**Funding Source: 554999-SD840701-658650 Wallace Street Improvements and 5529999-WM441101- 658650 Wallace/Elmwood WM Replacement. The original budgeted amount is $6,229,219.00.**
ORIGINAL BUDGET:	**$3,070,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

Two (2) bids were received for the Wallace Street Storm Drainage Rehabilitation (BID#003-17-18-CCP) as requested by Columbia Water.

Project scope consists of replacement of water main and storm drainage piping as well as reconstruction of the existing roadway. The total construction time allocated for this project is three hundred (300) consecutive calendar days after the notice to proceed is issued.

BASE BID	$6,342,475.50
CONTINGENCY (5%)	$ 317,123.78
TOTAL	$6,659,599.28

This will be charged as follows:
5549999-SD840701-658650 Wallace Street Improvements
5529999-WM441101-658650 Wallace/Elmwood WM Replacement
$6,659,599.28

ATTACHMENTS:

- **#a:** Contract (PDF)
- #b: Bid Tabulation (PDF)
- #c: Compliance Memo (PDF)
- #d: MPP Implementation Plan (PDF)
- #e: Business Information Record (PDF)
- #f: Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

SD8407 / WM4411

Wallace Street Storm Drainage Rehabilitation

Bid #003-17-18-CCP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and LAD Corporation of West Columbia, with legal address and principal place of business at 221 Martin Neese Road, Swansea, SC 29160, 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 Foth Infrastructure & Environment, LLC.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred (300) consecutive calendar days commencing on the date stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Six Million Three Hundred Forty-Two Thousand Four Hundred Seventy-Five Dollars and Fifty Cents ($6,342,475.50).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars and No Cents ($250.00) per day for each calendar day of delay until the Work is complete.

7.2 This contract includes liquidated damages for critical lane closures whereby the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) at the intersection of Bull Street and Franklin Street, the Contractor shall pay to the Owner Fifteen Hundred Dollars and Zero Cents ($1,500.00) for each and every calendar day the lane remains closed beyond the thirty-five (35) consecutive calendar days from the first day the lane was closed.

The Owner and Contractor also agree that as liquidated damages for delay (but not as a penalty) at the intersection of Elmwood Avenue and Wallace Street, the Contractor shall pay to the Owner Fifteen Hundred Dollars and Zero Cents ($1,500.00) for each and every calendar day the lane remains closed beyond the twenty-one (21) consecutive calendar days from the first day the lane was closed.

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

ARTICLE 8. ASSURANCE

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 City of Columbia Mentor Protégé Program Guidelines.

9.2.8 Special Provisions.

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

9.2.10 Drawings, numbered A.01 through A.03; B.01 through B.32; C.01 through C.04; D.01 through D.03; E.01 through E.02; G.01; J.01 through J.09; K.01 through K.02; L.01; M.01 through M.12; T.01; V.01 through V.06; W.01 through W.12; and X.01 through X.08, inclusive and dated March 29, 2017.

9.2.11 Addendum number 1, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

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

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

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

This Contract shall become effective on _____, 20__.

Contractor	Owner
_____	_____
BY	BY
_____	_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
_____	_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____
Date: _____	Date:_____

APPROVED AS TO FORM
JJL 10/9/17
Legal Department City of Columbia, SC

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

Event Number	BID003-16-17-CCP Addendum 2	**Organization**	City of Columbia, SC
Event Title	Wallace Street Storm Drainage Rehabilitatic	**Workgroup**	Purchasing
Event Description	Pre-Bid Meeting (Non-mandatory) at 1800 I	**Event Owner**	Carla Clark-Pitchford
Event Type	IFBs	**Email**	cmclarkpitchford@columbiasc.net
Issue Date	7/28/2017 03:31:03 PM (ET)	**Phone**	803 (545) 4641
Close Date	8/24/2017 10:30:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
LAD Corporation of West Colum	Swansea	SC	8/24/2017 10:12:17 AM (ET)	1	$6,342,475.50
mcclam & associates inc	little mountain	SC	8/24/2017 09:48:57 AM (ET)	1	$7,107,052.00

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

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

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

DATE: August 25, 2017 INITIALS: CCP

SUBJECT: PROJECT: BID 003-17-18-CCP Wallace Street Storm Drainage Rehabilitation (SD8407/WM4411) (Mentor Protégé Project)

Bids for this project were opened publicly at 10:30 a.m., August 24, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protege Program. The apparent *responsive* low bidder is LAD Corporation of West Columbia, Swansea, SC at $6,342,475.50.

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

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

Thank You.

Review Approved: Julia M Kelley **DATE:** 8/29/17
Ayesha Driggers Compliance Administrator

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: 8/24/17

Mentor: LAD Corporation

Protégé: Lexington Earthworks

Project Contract Amount: $6,342,475.50

Project Number: SD8407/WM4411

Project Name: Wallace Street Storm Drainage Rehabilitation

Duration of the Project: 300 Days

Protégé Amount: $1,268,495.00

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.*

To help Lexington Earthworks improve on knowledge & skill in utility construction.

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.*

Improve their operational strategies; help them become independent, help them become competitive in the bidding procedures.

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

We hope that at the end of this project, Lexington Earthworks will be able to bid and work on utilities in the streets of Columbia.

CITY OF COLUMBIA

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

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

Mentor: Crew Superintendent, Laborers, Excavator, Mini Excavator, Dump Truck

Protégé: Supervisor, Laborers, Dump Truck, Rubber Tire Backhoe

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities: Stormwater Work, Water Line Work, Flowable Fill, Remove/Replace Asphalt

b. Description of Protégé's responsibilities on project: Stormwater Work, Water Line Work, Remove/Replace Asphalt

c. Description of responsibilities that will be completed as a team: Stormwater Work, Water line Work, Remove/Replace Asphalt

CITY OF COLUMBIA

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

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

Stormwater Work – 4 Months (Protégé utilized)
Water Line Work – 4 Months (Protégé utilized)
Remove/Replace Asphalt – .5 Month (Protégé utilized)

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

By working together as they have done on previous projects.

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

To get Lexington Earthworks accustomed to working in the streets of Columbia and understanding the City's Procedures and Guidelines.

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

Meetings will be held every morning during the work week to discuss strategies and progress.

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

Within 3 business days of receiving payment from the City of Columbia. If Lexington Earthworks becomes in need of payment assistance, LAD can provide assistance.

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

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
Ferguson Waterworks	803.462.0860	166 Pontiac Business Center Elgin, SC 29045	Mentor	111,000		1.75
Grossett Concrete	864.244.0370	PO Box 3683 Greenville, SC 29608	" "	329,000		5.04

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: $1,268,495.00

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 LAD Corporation (Mentor Firm) this 24th day of August ,2017.
Corporate SEAL

By: Lynda A. Smith, President
Title: President

ATTEST:
By: Alta E. Smith
Title: V.P.

EXECUTED by Lexington Earthworks (Protégé Firm) this 24th day of August ,2017.
Corporate SEAL

By: Lara Debelle
Title: President

ATTEST:
By:
Title: V-Pres

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 29 day of August ,2017.

By: Juliet Nelley
Title: Compliance Specialist

Bid No: 003-17-18-CCP Wallace Street Storm Drainage Rehabilitation (SD8407/WM4411)
(Mentor Protégé Project)

Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Ferguson Waterworks 166 Pontiac Business Center Dr. Elgin, SC 29045	David Dinkins (803) 462-0860	Water Line Material	$111,000	1.75 %	LBE	
Gossett Concrete Pipe P.O. Box 3683 Greenville, SC 29608	David Marchbanks (864) 244-0370	Concrete Storm Pipe	$320,000	5.04 %		
				%		
				%		
				%		
				%		

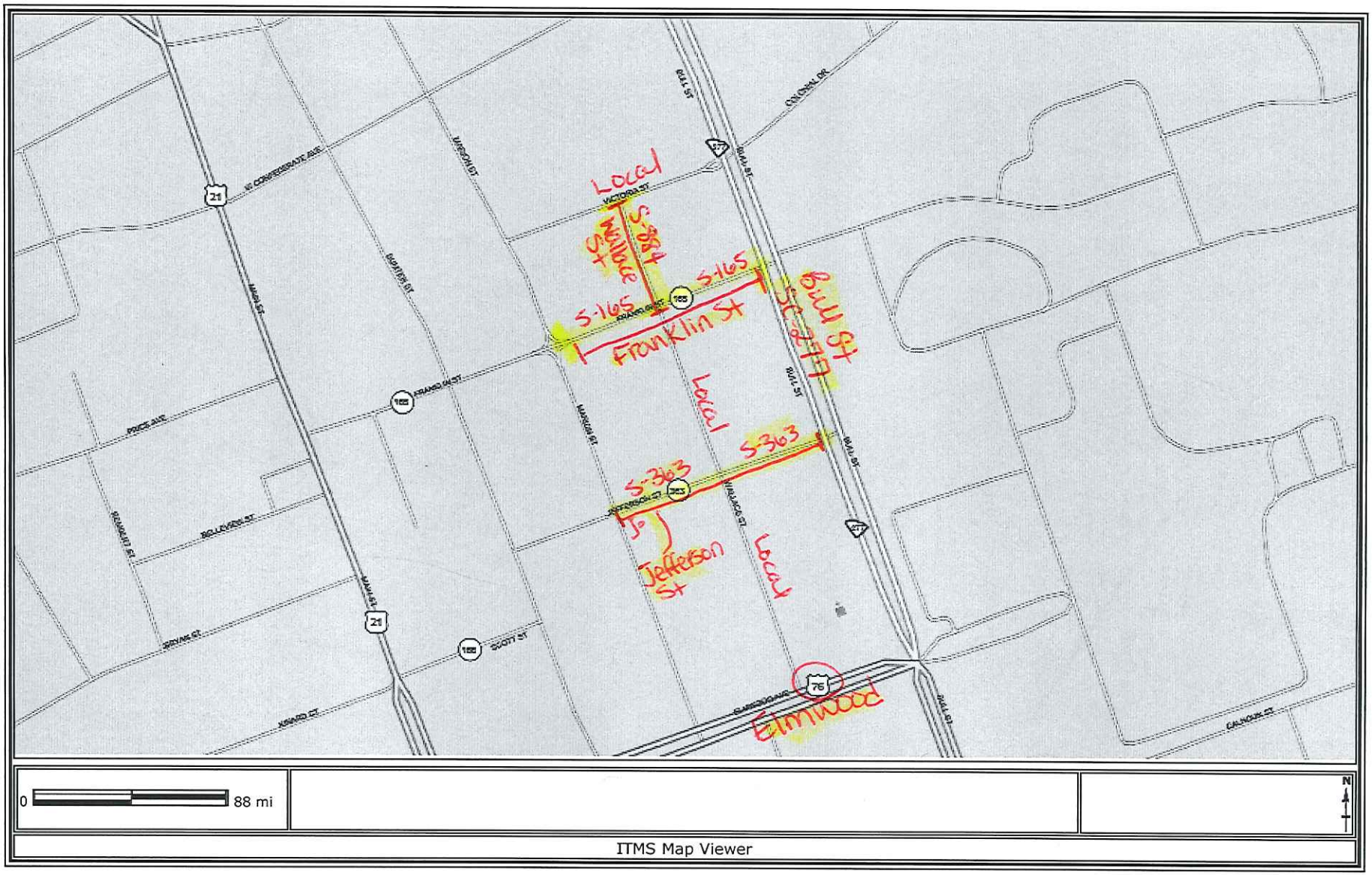
TOTAL: $ 431,000

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

Business Name: LAD Corporation of West Columbia

Representative Name / Title: Linda A Hutto President

Date: August 24th, 2017


Local
S-384
Willow St
S-165
S-165
Franklin St
Bull St
SC-347
Local
S-363
S-363
Jefferson St
Local
Elmwood
0
88 mi
N
ITMS Map Viewer

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Operator Training, SOP Preparation, and Operation Manual Services, as requested by Columbia Water. Award to Brown and Caldwell as a Sole Source in an amount not to exceed $119,952.00. This firm is located in Columbia, SC.**

PURPOSE:

This is a Clean Water 2020 Program Project.

REQUISITION NO.: **R185771**

FINANCIAL IMPACT: **Funding Source will be provided from: Utilities Metro Wastewater Plant: Professional Services; 5516208-636600. The original budgeted amount is $119,952.00.**

ORIGINAL BUDGET: **$119,952.00**

CLEAN WATER 2020?: **Yes**

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

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

ATTACHMENTS:

- **#a:** Fully signed sole source (PDF)
- #b: Quote (PDF)

NOV 3 10:01AM

Requisition # R185771

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro WWTP (1) Division,

Annual Operator Training Program, SOP Preparation, and Operation Manual Updates (2)

as a sole source procurement from Brown and Caldwell (3)

based upon the following justifications: This is an ongoing program that is plant and time specific operator training for over 5 years with Kenneth Schnaars of Brown and Caldwell. Being the creator of the Metro WWTP standard operating procedures, he delivers knowledge and information that deals with actual that deals with actual conditions, equipment, and situations of this plant from a historical point-of-view as well as present and future point-of-views. Also, no other training service can provide Ken's level of understanding and knowledge of the MWWTP to deliver the required training to operations & maintenance staff.

This sole source is valid through June 30, 2018 **Amount $ 119,952.00**

Utilities Operations Department

Signature of Department Head	Date 10.5.2017
Signature of Purchasing Agent	Date 10/9/17
Signature of Finance Director	Date 10/30/17
Signature of Asst. City Manager	Date 10/5/17
Signature of City Manager	Date 11/1/17

Form must be routed in the order of the signatures

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

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

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

250 Berryhill Road, Suite 104
Columbia, SC 29210

T: 803.873-9701
F: 803.873.9702

Brown AND Caldwell

October 3, 2017

Amanda P. Gainey
Department of Utilities, Metro WWTP
1200 Simmon Tree Lane
Columbia, SC 29201

148208

Subject: Justification for Sole Source Procurement

Dear Ms. Gainey:

The Scope of Work Brown and Caldwell is proposing for the Metro Wastewater Treatment Plant Training Program is for specific aspects of the facility requiring in depth institutional knowledge. Ken Schnaars, lead Engineer for this project, has worked with the City's engineering staff and operational staff at the Metro WWTP since 2001. During that time Mr. Schnaars has:

- In 2002, prepared a report that was the basis of the plant's new headworks facility that eliminated 4 pumping stations and 1 future grit/screening facility and provided the framework for other work now being performed at the WWTP.
- In 2011, Mr. Schnaars prepared the detailed Plant Operations Manual that satisfied the requirements stipulated in the USEPA Consent Order. This manual has provided existing and new operators design data and an understanding of operational requirements of the treatment facility. Ken also provided updates to this manual in 2014 and, as part of this project, is scheduled to write the updates in 2017 to the anaerobic digestion chapter for the new anaerobic digestion improvements currently under construction and other plant upgrades.
- In 2014, Mr. Schnaars conducted an extensive operator training program that consisted of 10 training modules that covered all aspects of the treatment plant. This training program satisfied the requirements stipulated in the USEPA Consent Order, the City of Columbia's Apprenticeship Program and helped the operators pass their SCDHEC certification examinations. This training session included classroom and field training, examinations, homework, quizzes and field competency testing.
- In 2015 and 2016, Mr. Schnaars conducted operator refresher courses which has included practice examinations that have helped the newer operators understand their treatment facility, troubleshoot the treatment processes and prepare them for their State certification exams.
- In 2017, Mr. Schnaars has been involved in monthly conference calls with the anaerobic digester project design team for the preparation for the operator training program for the new digestion system at the Metro WWTP.

In his 15 years working with the staff at the Metro WWTP, Mr. Schnaars has built a trusted rapport with the operational staff. In fact, the operational staff at the WWTP have been calling Ken to ask when he will be returning to conduct training for the new operational staff.

Mr. Schnaars' unique and extensive experience working with the staff and facilities of the Metro WWTP provides an unparalleled level of knowledge that will be critical in continuing effective instruction with the staff moving forward.

Very truly yours,

Brown and Caldwell

John P. Epting, Project Manager
Columbia, SC

cc: Ken Schnaars, Brown and Caldwell

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP # SS-TBD
Annual Operator Training Program,
SOP Preparation and Operation Manual Updates

The City of Columbia realized the importance of the Operator Training at the Metro Wastewater Treatment Plant as evident by the recent Comprehensive Operator Training program that was completed in 2014, the '15-'16 Operator Training program, and the various other training programs that have been on-going at the treatment plant. The Annual Operator Training Program will fulfill the requirements of the Association of Board Certification (ABC), the requirements of the United States Environmental Protection Agency (USEPA), South Carolina Department of Health and Environmental Control (SCDHEC) and the US Department of Labor Apprenticeship Program. This Scope of Services also includes a description for preparing Standard Operating Procedures (SOPs) and update the Plant Operations Manual.

In general, Brown and Caldwell (Engineer) will provide the following scope of services:

- Sludge Digestion Operations Manual
- Sludge Digestion Training Session
- Operator Training Program
- Standard Operating Procedures (SOPs)
- Plant Operations Manual Updates
- Project Administration and Coordination

TASK 060 – Sludge Digestion Operation Manual

061 Data Collection

The Engineer will coordinate with the City, Clean Water 2020 and other pertinent parties, such as vendors and manufacturers, to collect the necessary information to complete a comprehensive and thorough operations manual consistent with existing chapters and standards. The Engineer will compile a complete list of necessary information to be presented to the City for procurement. It is expected that the City will be able to fulfill any reasonable data requests. A site 1-day visit will be utilized to collect additional information. Additional investigation beyond data requests and 1-day site visit is not included in scope.

062 Manual Compilation

With the materials collected, the Engineer will work to begin to compile a comprehensive Sludge Digestion Operation Manual meeting the standards of previously submitted sections.

063 QA/QC

Engineer will conduct an Internal Technical Review using the Engineer's quality assurance and quality control (QA/QC) plan.

064 Final Compilation

Engineer will provide the City (3) copies of the new Sludge Digestion Operations Manual. The City will consolidate all review comments from various staff prior to a review meeting with the Engineer. The Engineer will meet with the City after their review to discuss the project and obtain input from the City. Following the review, Engineer will make revisions as requested by the City. Documentation of the completed reviews will be provided to the City by the Engineer. Following the technical reviews, Engineer will make modifications to the construction documents and incorporate these into subsequent deliverables.

Deliverables

Upon completion of the chapter updates the City will receive ten (10) hard copies of each chapter and a PDF version of the updates.

Completed Work

Utilization of Fiscal Year '17 funds allowed for the completion of several items within this task including data collection and initial manual compilation. This effort has exhausted $14,532.66 or 72.6% of the proposed $20,000 estimate.

TASK 070 – Sludge Digestion Training Session

071 Class Preparation

Preparation of classroom materials, PowerPoints, examinations, etc. for use during instruction regarding the Sludge Digestion Process.

072 Class Presentation

During this task the Engineer will be presenting the Sludge Digestion training modules. The classes will be held in 4 hour durations, however if the City would require classes to be 8 hours in length, the Engineer will accommodate that request.

The City has requested that each training module be presented 5 times to train all five shifts.

073 Travel Expense

Including all costs associated with airfare, rental car, hotel, gas, meals, etc.

Deliverables

Each class participant will receive the classroom handouts and a copy of the PowerPoint slides. The City will also receive five (5) extra copies of the classroom handouts, tests, quizzes, answer keys, employee score sheets, training rosters and PowerPoint slides.

Completed Work

Utilization of Fiscal Year '17 funds enabled Ken Schnaars to attend a Client requested meeting to discuss the training program for the digestion equipment. The costs for this meeting totaled $4,597.84 and was included in the invoice dated July 19, 2017. The total costs for this task includes these costs as well as the originally proposed costs for the Training described above.

TASK 080 – Operator Training Program

081 Class Preparation

Preparation of classroom materials, PowerPoints, examinations, etc. for use during instruction.

082 Class Presentations

During this task the Engineer will be presenting the various training modules. The classes will be held in 4 hour durations, however if the City would require classes to be 8 hours in length, the Engineer will accommodate that request assuming all sessions can be completed in a single work week. The City has requested that each training module be presented 5 times to train all five shifts. The Operator Training Program will be designed so only a couple modules will be presented during a single training period followed by a period without classes. Separating the training will allow the Operators to retain more information received during the training sessions.

- Module No. 1 – Mathematics
- Module No. 2 – Preliminary and Primary Treatment
- Module No. 3 – Activated Sludge

- Module No. 4 – Miscellaneous Treatment Systems (trickling filters, stabilization ponds, etc.)
- Module No. 5 – Disinfection Systems
- Module No. 6 – Sludge Thickening
- Module No. 7 – Sludge Digestion
- Module No. 8 – Sludge Dewatering
- Module No. 9 – Laboratory Control (to be provided by the City)

The remaining information can be provided as part of additional instruction.

083 Travel Expense

Including all costs associated with airfare, rental car, hotel, gas, meals, etc.

Deliverables

Each class participant will receive the classroom handouts and a copy of the PowerPoint slides. The City will also receive five (5) extra copies of the classroom handouts, tests, quizzes, answer keys, employee score sheets, training rosters and PowerPoint slides.

TASK 090 – Standard Operating Procedures (SOPs)

091 General

The City of Columbia is constantly preparing a number of new and updated Standard Operating Procedures (SOPs) for the Metro Wastewater Treatment Plant in order to provide uniform procedures for the operation of equipment and treatment processes. The City of Columbia has established guidelines for the SOP format and information. The Engineer will follow the City of Columbia's established guidelines for the SOPs and prepare selected procedures as directed by the City. All SOPs will include start-up procedures, troubleshooting procedures, safety requirements and other related information. Operators will be trained on new SOPs once approved by the Plant Superintendent for implementation.

Presently there are SOPs in several chapters of the Plant Operations Manual, however they are not in the City's new format. The City may request that the existing SOPs to be re-structured into a new SOP format. Operators will be trained on the modified SOPs during the Operator Training Program, as pertinent.

Deliverables

The City will receive five (5) written copies of any modified or new SOP documents, depending on the complexity of the SOP selected by the City. An electronic version will also be provided.

TASK 100 – Plant Operations Manual Updates

101 General

Establishing a Scope of Work for updating the Plant Operations Manual is different than other common scopes of work since updating the Plant Operations Manual is based on multiple, different, small scopes specific to plant modifications. The work for this phase of the project can be determined by two separate means and they can be triggered individually or together. For example, the first trigger for a manual update could be implemented by the City informing the Engineer that they would like to update a chapter or add a new chapter. The second trigger could be that on a regular basis, the Engineer reviews the changes at the plant and meets with the City to discuss out findings and from that meeting determine what areas of the manual must be updated. Any updates to the Plant Operations Manual will not be conducted unless there is an agreed scope and fee estimate established between the Engineer and the City, in writing. For example, the Preliminary Treatment Chapter was recently completed and provided to the City; however, the SCADA screens have been modified in the field. Therefore, the manual SCADA screens must be compared to the new SCADA screens in the field and any screens that are different must be corrected. The entire chapter does not have to be re-written but only sections of the chapter affected by the latest modifications. Upon reviewing that situation, the Engineer would prepare a Scope Letter with an estimated cost for that phase of work. The City would then review the Scope and Fee estimate and, if they agree, the City would sign the Scope Letter authorizing the Engineer to proceed with the manual changes.

102 Digestion O&M Figures

In addition to the services included in above Task 060, the City has requested that we modify the various figures associated with the Sludge Digestion O&M. The previous iteration of the O&M Manual included 13 process flow schematics and an additional 10 figures that we assume will need to be replicated inkind.

Deliverables

This phase of the project will include miscellaneous plan manual updates. The number of manual improvements will depend upon the complexity of the modifications and the budget allocated to this phase of the project. Upon completion of the chapter updates the City will receive ten (10) hard copies of each chapter and a PDF version of the updates.

Completed Work

Utilization of Fiscal Year '17 funds allowed for the commencement of work to update the Digestion O&M Figures. This effort exhausted $7,805.25 or 62.4% of the proposed $12,500 estimate.

TASK 110 – Project Administration and Coordination

111 General Project Administration

Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Engineer will:

- Provide monthly invoicing and schedule updates pertaining to Engineer'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.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

112 Project Management & Coordination with the CITY

- Engineer will communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will utilize SharePoint provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.

113 Coordination Meetings

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

Engineer will conduct coordination meetings as follows:

- (1) Kickoff meeting.
- (1) Semi-Annual Progress Meetings, as requested with City's Project Manager for duration of project.

Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (2) meetings

COMPENSATION

Compensation for services shall be on a time-and-expense basis. Time-related charges will be made in accordance with the rates in our current contract. Direct expenses and subcontractor services shall be computed as described in Brown and Caldwell's current contract. Interphase fee transfers are acceptable as authorized by the City. Our total fee proposal is $225,0000.00 or $119,952.18 for FY '18, Not to Exceed without Authorization by the City.

BUDGET ESTIMATE

Columbia, City of (SC) -- Annual Operator Training Program

Phase	Phase Description	Total Labor Hours	Total Labor Effort	Total Expense Effort	Total Effort Budget	Previously Completed Effort	FY '18 Effort
020	Operator Training Refresher Program	170	37,847	12,510	50,357	50,357	0
030	Operations Manual Updates	59	9,052	28	9,080	9,080	0
040	Standard Operating Procedures	0	55	0	56	56	0
050	FY'16 Outstanding Compensation	67	13,944	1,761	15,704	15,704	0
060	Sludge Digestion Operations Manual	160	18,775	1,225	20,000	14,533	5,467
070	Sludge Digestion Training	72	16,560	3,038	19,598	4,598	15,000
080	Operator Training	264	57,500	10,000	67,500	0	67,500
090	SOP Updates	42	5,356	144	5,500	0	5,500
100	Operation Manual Updates	216	27,284	216	27,500	7,805	19,695
110	Administration	71	9,140	565	9,705	2,915	6,790
	GRAND TOTAL	1,122	195,513	29,487	225,000	105,048	119,952

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITES 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 all plant utilities for which services will be provided.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in the agreement.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to ratify an Emergency Procurement of Access Control and Video Surveillance Systems for Municipal Court, as requested by the Support Services Division. Award to Schneider Electric Buildings Americas, Inc., using the National Intergovernmental Purchasing Alliance Contract in the amount of $107,541.00. This firm is located in Carrollton, TX.**

REQUISITION NO.: **R186225**

FINANCIAL IMPACT: **Funding source: General Capital Projects: Capital Project Costs: 4039999-658650.**

ORIGINAL BUDGET: **Emergency - Unforeseen**

CLEAN WATER 2020?: **No**

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

The original agreement will be executed before November 21, 2017.

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Schneider quote (PDF)
- #b: Schneider emergency justification (PDF)



RE: CERTIFIED PROPOSAL NUMBER R170504-SC-15931

Dear Valued National IPA Participant:

Thank you for your consideration in accessing and potentially utilizing a National IPA cooperative contract. Each contract in the National IPA portfolio has been competitively solicited and publicly awarded by a government/education entity.

For those contracts that utilize proposals, particularly contracts for facility and construction projects, we have implemented the National IPA Certified Proposal Number (CPN) system, a proposal registration program. This new system will track transactions from the initial proposal stage to the completion of each project, and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

THE CPN PROCESS

Awarded contract suppliers register your project with National IPA and receive a CPN. That CPN (noted above) should be prominently displayed on proposal(s) utilizing the cooperative contract. The CPN will also alert our dedicated and experienced National IPA team, who will work to support you and the awarded supplier during the process.

Your National IPA representative may be found at www.nationalipa.org, or by contacting National IPA Customer Relations at info@nationalipa.org.

Thank you for your participation with National IPA.

Sincerely,

The National IPA Team

CERTIFIED PROPOSAL NUMBER - R170504-SC-15931

DATE: 10/06/2017

To:	Kelvin Keisler **City of Columbia**	**From:**	David Morazes **Schneider Electric Buildings Americas, Inc.**
Phone:	803-545-3115	**Phone:**	919-961-2013
Fax:		**Fax:**	704-571-6076
Project:	**CITY COURTHOUSE**		
Location:	**811 WASHINGTON STREET**		

Schneider Electric proposes to furnish & install access control and video surveillance systems as described herein. This will be an extension to the cities Genetec system. We will furnish, install, program, and commission all devices, less wire. All labor is based on Schneider's normal business hours; any early or afterhours work will be quoted as a change order. All solid walls will receive wire mold or conduit on the interior side of opening. Much of the door lock work will be noisy and labor is based on a full day's work per trip. Short work days at the request of city or court shall require a change order to cover increase trip/labor costs.

The city shall provide all necessary wiring to doors or cameras this includes drilling exterior walls and placing a box. The city shall also provide a conduit to the pedestal. Additionally, coordination and costs for the elevator company and auto door operator are the responsibility of the city.

Base bid: **$99,575.00**

This Proposal Includes:

- (1) – 40TB server
- (12) – 1mp interior fixed camera
- (6) – 2mp interior fixed camera
- (1) – 3mp exterior fixed camera
- (1) – 12mp, exterior,180-degree camera
- (20) – Camera system license
- (20) – Cameras system SMA
- (16) – Edge controller
- (5) – Combo prox/keypad reader
- (11) – Proximity only reader
- (1) Pedestal
- (12 – Status switch
- (11) – Egress motion
- (1) – Maglock override button
- (2) – Elevator outputs
- (2) – Power supplies
- (5) – T strikes

- (2) – RIM strikes
- (1) – Double maglock
- (2) – Delayed egress exit devices with lever trim
- (1) – Horton slider strike
- (16) – Access control SMA
- One year warranty on all new installed control equipment
- Three-year manufacturer parts warranty on Seneca server
- Installation, programming, and commissioning
- Sales tax and freight

This Proposal Excludes:

1. Development of CAD Files
2. POE switches, networking, IP addresses, etc.
3. Wring to all cameras and doors
4. Drilling outside walls and setting boxes
5. Functioning automatic doors
6. Elevator company costs
7. Fire alarm company cost to drop maglock
8. Conduit to pedestal
9. 120V to power supplies
10. Plastering, patching and painting.
11. Overtime work (all work to be performed during normal business hours Mon-Fri).
12. Provisions and installation of work outside the scope of this quote.

Clarifications:

1. Seller requires this proposal be referenced and included within any order terms and conditions.

Notes / Comments:

1. This quote is valid for 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues.
2. Payment terms are lump sum Net 30 days from date of invoice.

If you have questions or require clarification, please contact me.

Best regards,
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

Dave Morazes
Account Executive
919-961-2013

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals; subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale (consisting of 2 pages) attached, and authorization to proceed.

	40TB Server
	1st Floor
D1	1MP - FIXED
D2	1MP - FIXED
D3	1MP - FIXED
D4	1MP - FIXED
D6	1MP - FIXED
D7	1MP - FIXED
D8	1MP - FIXED
D9	180 DEG - 12MP
D14	3MP FIXED

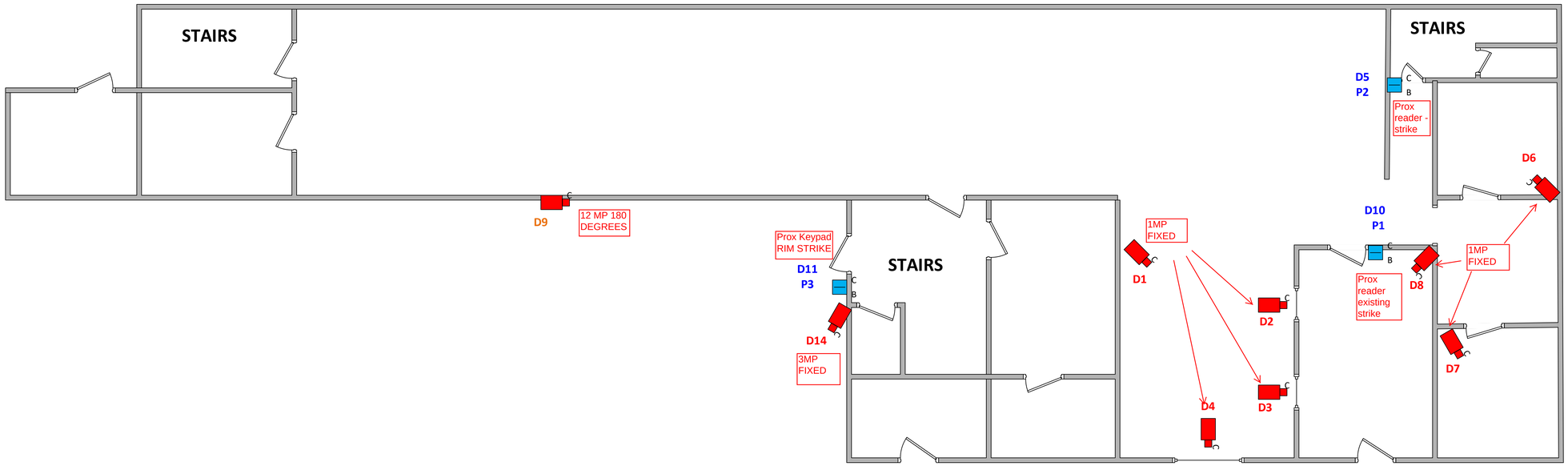
	1ST				
	D11 P1	D5 P2	D11 P3	D11 P4	D11 P5
COMBO READER			X	X	X
PROX	X	X			
STRIKE		X			
EXISTING STRIKE	X				
MAG					
RIM STRIKE			X	X	
STATUS	X	X	X	X	
MOTION	X	X	X	X	
PEDESTAL					
ELEVATOR					X

	2nd Floor
D6	1MP - FIXED
D7	1MP - FIXED
D8	1MP - FIXED
D9	1MP - FIXED
D10	2MP - FIXED
D11	2MP - FIXED
D12	2MP - FIXED
D13	1MP - FIXED
D14	2MP - FIXED

	2ND						
	D5	D4	D4 P7	D9 P4	D1 P1	D3 P3	D2 P2
COMBO	X	X					
PROX			X	X	X	X	X
STRIKE		X	X	X	X	X	
EXISTING STRIKE							
MAG	X						
STATUS	X	X	X	X	X	X	
MOTION	X	X	X	X	X	X	
PEDESTAL		X					
ELEVATOR							X
AUTO OP		X					

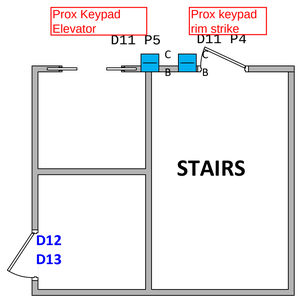
	3rd Floor
D5	2MP - FIXED
D6	2MP - FIXED

	3RD		
	D1 P1	D3 P3	D4 P4
COMBO READER			
PROX		X	X
PROX IN/OUT	X		
STRIKE	X		X
EXISTING STRIKE			
MAG			
RIM STRIKE			
STATUS	X		X
MOTION			X
PEDESTAL			
ELEVATOR		X	



CITY OF COLUMBIA MUNICIPAL COURT FACILITY

1ST FLOOR



D8 & D9 HOLDING CELLS

1 MP FIXED

1mp fixed

D13

STAIRS

D12

COURT ROOM #1

2mp fixed

D14

Prox & strike

D9

P4

D8

P5

Prox keypad Push button Strike - Auto Operator Connection

D4

Pedestal with CR & Push Button

C

B

D7

1mp fixed

MEN RESTROOM

STAIRS

WOMEN RESTROOM

Prox & elevator

D2

P2

C

B

STAIRS

Prox & strike

D3

P3

C

B

Prox & strike

D1

P1

C

B

D6

C

D11

C

COURT ROOM #2

2mp fixed

D10

C

D5

P6

D4

P7

C

B

Prox & strike

STAIRS

C

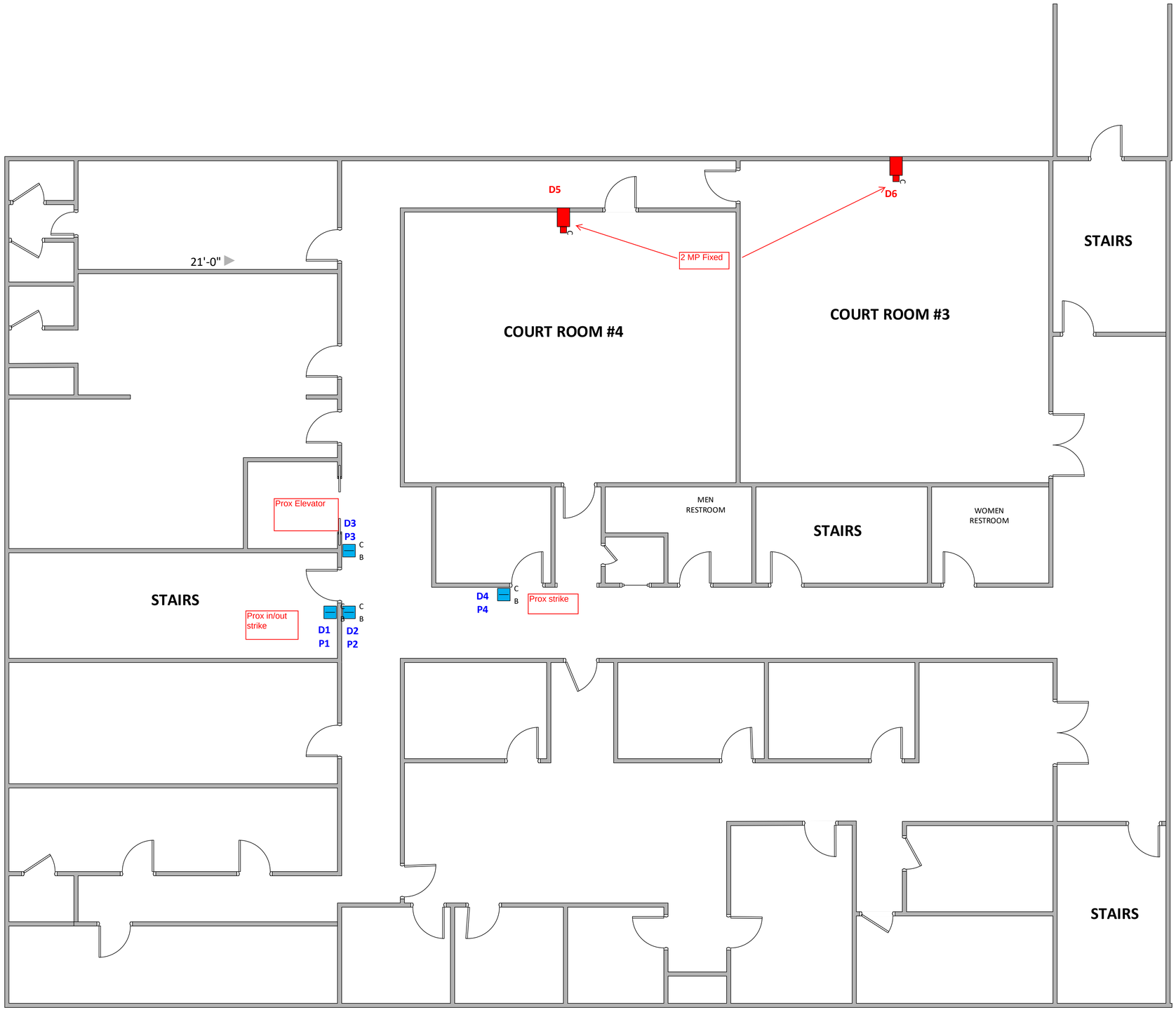
B

D5

Prox Keypad & maglocks

CITY OF COLUMBIA MUNICIPAL COURT FACILITY

2ND FLOOR



CITY OF COLUMBIA MUNICIPAL COURT FACILITY

3RD FLOOR

Arrived 11/7

NOV 8 3:28PM

Requisition# R186225

JUSTIFICATION FOR

EMERGENCY PROCUREMENT

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

This governmental body proposes to procure Camera and Card Reader Security System for 811 Washington Street (Municipal Court) (1)

as an emergency procurement from Schneider Electric (2)

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

Due to the safety concerns at our Municipal Court Facility this will reduce access and allow for continuous video monitoring at this facility. Pricing was supplied thru the National IPA, the certified proposal number is R170504-SC-15931. (3)

11/06/2017 Date

Amount$ $99,575.00

D. Knuebe — Signature of Department Head — 11/06/2017 Date

15th/17 — Signature of Purchasing Agent — 11/8/17 Date

Form must be routed in the order of the signatures.

Signature of Finance Director — 11/8/17 Date

Signature of City Manager — 11/8/17 Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

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



RE: CERTIFIED PROPOSAL NUMBER R170504-SC-15931

Dear Valued National IPA Participant:

Thank you for your consideration in accessing and potentially utilizing a National IPA cooperative contract. Each contract in the National IPA portfolio has been competitively solicited and publicly awarded by a government/education entity.

For those contracts that utilize proposals, particularly contracts for facility and construction projects, we have implemented the National IPA Certified Proposal Number (CPN) system, a proposal registration program. This new system will track transactions from the initial proposal stage to the completion of each project, and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

THE CPN PROCESS

Awarded contract suppliers register your project with National IPA and receive a CPN. That CPN (noted above) should be prominently displayed on proposal(s) utilizing the cooperative contract. The CPN will also alert our dedicated and experienced National IPA team, who will work to support you and the awarded supplier during the process.

Your National IPA representative may be found at www.nationalipa.org, or by contacting National IPA Customer Relations at info@nationalipa.org.

Thank you for your participation with National IPA.

Sincerely,

The National IPA Team

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve an Agreement for Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.**

PURPOSE:

Sub-consultant Aquarius Engineering, L.L.C., a Woman Owned Business Enterprise of Pownal, ME will provide water treatment staff training at $5,000.00 (10%) of the total contract value.

REQUISITION NO.: **R185276**

FINANCIAL IMPACT: **Funding Source: Columbia Canal Water Treatment Plant; 5516205-636700 ($25,000.00) and the Lake Murray Water Treatment Plant; 5516207-636700 ($25,000.00).**

ORIGINAL BUDGET: **$50,000.00**

CLEAN WATER 2020?: **No**

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

This Agreement provides water quality consulting services for the Columbia Canal Water Treatment Plant and the Lake Murray Treatment Plant for fiscal year 17-18. Specific task includes: meeting attendance at monthly Water Quality Committee meetings; Update to process optimization evaluation recommendations; and operator training of water treatment process. The term of this Agreement expires on June 30, 2018.

ATTACHMENTS:

- **#a:** Black.&.Veatch.WM4263.18.Water.Quality.Consulting.Services.Agreement.kr (PDF)
- #b: Map of Utility Service Area (PDF)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the City of Columbia, South Carolina, hereafter referred to as the City and Black & Veatch Corporation of Columbia, South Carolina, hereafter referred to as the Consultant.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to provide routine water quality consulting services for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant and the City's water distribution system; and,

WHEREAS, the Consultant agrees to provide such consulting services. The Project is further identified as WM4263-18.

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

I. Scope of Services

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order an in the manner that the Consultant determines is most effective and efficient without any City control over the details of Consultant's performance.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Consultant by the City or recommended by the Consultant and approved by the City in writing.

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

III. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2018, whichever is later.

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

IV. Schedule for Completion of Services

Time is of the essence. The Consultant shall complete any and all services performed under this Agreement through June 30, 2018.

If a delay is foreseen Consultant shall give thirty (30) days prior written notice to the Purchasing Agent. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Consultant must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Consultant.

V. Compensation

The total compensation paid by the City to the Consultant under this Agreement shall not exceed Fifty Thousand Dollars and No/100 ($50,000.00). Compensation for the services will be split equally in the amount of Twenty Five Thousand Dollars and No/100 ($25,000.00) between Columbia Canal Water Treatment Plant (5516205-636700) and the Lake Murray Water Treatment Plant (5516207-6367).

The Consultant shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice 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 Sub-consultants shown on Exhibit B hereto, and identify if the subcontractor is a Minority, Female, or Small Business Enterprise. Each invoice shall bear the signature of the Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Consultant shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 ($1,000,000.00) Dollars per occurrence and Two Million and no/100 ($2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

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 subcontractor of the Consultant commencing any services under this Agreement. This insurance shall remain in effect throughout the term of this Agreement and any renewals. The City shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Subcontracting Outreach Program (http://www.columbiasc.net/business-outreach/)

The attention of the Consultant is directed to the Subcontracting Outreach Program. The Consultant is required to comply with the terms and conditions of this policy stated in this section if specified in Exhibit B attached hereto. The Consultant shall, in performance of the Agreement, only use those sub-consultants upon which the Consultant's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Consultant shall enter into contracts with those sub-consultants, in the same dollar amount upon which the Consultant's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Consultant. Each pay request shall identify the name of each sub-consultant and dollar amount that will be paid to each sub-consultant for work performed and materials/products furnished under the Agreement.

VIII. Licenses, Permits and Taxes

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 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 necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties upon Termination

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

X. 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 having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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. 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.

XI. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any subcontractor 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.

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: City of Columbia, c/o Purchasing Agent, 1800 Main Street, 2nd floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Black & Veatch, c/o Senior Engineering Manager, 1411 Gervais Street, #402, Columbia, SC 29201.

XIII. 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.

D. The Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any sub-consultants; or (b) the compliance with Title 8, Chapter 14 by consultant and any sub-consultant. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its consultants language requiring the sub-consultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-consultants language requiring the sub-subconsultant to comply with the applicable requirements of Title 8, Chapter 14.

E. 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.

F. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the 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.

G. 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. Only written Contract Amendment signed by both the City and the Consultant may amend this Agreement.

H. 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.

I. 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.

J. This Agreement is subject to City Council approval.

K. Contractor and any Sub-Contractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act," A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

(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.

L. The Consultant will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

M. 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.

N. The contract shall be binding upon the respondent and upon its successors and assignees. The Contract shall be binding upon the City in accordance with its terms and provisions.

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

Witness

Black & Veatch Corporation

By: _____

Title: Assoc. Vice President

City of Columbia, South Carolina

Witness

By: _____

Title: City Manager

RECOMMENDED BY: _____ CES

Joseph D. Jaco, P.E., Director of Utility Operations

RECOMMENDED BY: _____

Sandra A. Wright, Purchasing Agent

APPROVED AS TO FORM

10/9/17

Legal Department City of Columbia, SC

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2017-2018 (WM4263-18)

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

Scope of Work: Specific tasks associated with this work include the following:

Task 1: Meeting Attendance

Attendance at monthly Water Quality Committee meetings. These meetings will include a review of monthly water quality data from the treatment facilities and in the distribution system, as well as a discussion of operational issues, regulatory responsibilities, and associated water quality items. A total of twelve (12) meetings are anticipated.

Task 2: Update to Process Optimization Evaluation Recommendations

These services will include the following subtasks:

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

- Review of Water Quality and Current / Pending Regulatory Issues – Engineer will review the previous year's water quality data and provide comments on compliance status with current and future or potential regulatory requirements. The current Capital Improvement Program project will be reviewed with respect to regulatory or water quality driven projects and recommendations provided to reflect any necessary adjustments.

- Documentation - A Technical Memorandum will be developed to document the results of the review and evaluation of water production and water quality and regulatory issues. A review meeting will be held with City staff following submission of a draft Technical Memorandum. Comments will be incorporated into a final Technical Memorandum.

Task 3: Operator Training of Water Treatment Process

Engineer will provide operator training located at the Canal or Lake Murray Water Treatment Plant. Training will primarily be held in one or two training sessions with the intended focus to present plant operators with information on water treatment techniques in coagulation/flocculation, sedimentation and filtration.

Deliverables (Exhibit A continued)

Deliverables for the project will include a draft Technical Memorandum and final Technical Memorandum documenting the results of the review and evaluation of water production and water quality and regulatory issues as part of Task 2.

Additional Services (Exhibit A continued)

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

1. General:

    a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
    b. Security Assessments.
    c. Renderings or photo realistic drawings.
    d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
    e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

2. Environmental Assessment:

    a. Environmental assessment reports and/or environmental impact statements.
    b. Cultural resources and/or archaeological study and reports.
    c. Archaeological consultations regarding artifacts that may be uncovered during construction.

3. Testing:

    a. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

4. Hazardous Environmental Conditions:

    a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
    b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

5. Conducting pilot plant studies and tests.

City Responsibilities

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

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.

2. Access to public and private property when required in performance of the Engineer's services.

3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

EXHIBIT A (continued)
PROJECT SCHEDULE
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2017-2018 (WM4263-18)

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

- Meeting Attendance – Meetings will be attended monthly, from July 2017 through June 2018, typically held on the first Thursday of each month at the Canal Water Treatment Plant.

- Technical Memorandum – The draft Technical Memorandum will be developed and submitted in April of 2018 and be based on 2017 calendar year data. The review meeting will be held in May of 2018 and the final Technical Memorandum submitted in June of 2018.

EXHIBIT A (continued)
COMPENSATION
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2017-2018 (WM4263-18)

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

A. Compensation shall be based on the attached hourly rate schedule, plus subcontractor billings times 1.0 and reimbursable expenses, with a total amount not to exceed fifty thousand dollars ($50,000.00). Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Work shall begin upon written notification by the City to proceed.

B. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule, plus reimbursable expenses times 1.10, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

   Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

C. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

Attachment I
Page 1 of 1

Hourly Billing Rates for Personnel	
Category of Personnel	**Billing Rate / Hour**
Client Director	$265
Senior Process Engineer	$220
Project Manager / Engineering Manager	$180
Lead Project Engineer	$145
Design Engineer	$130
Associate Engineer	$110
Senior Design Technician	$125
Design Technician	$85
Structural Engineer	$155
Electrical Engineer	$155
Accountant	$100
Senior Administrative Assistant	$105
Administrative Assistant	$80

The above listed hourly billing rates are valid for the period of July 1, 2017 through June 30, 2018.

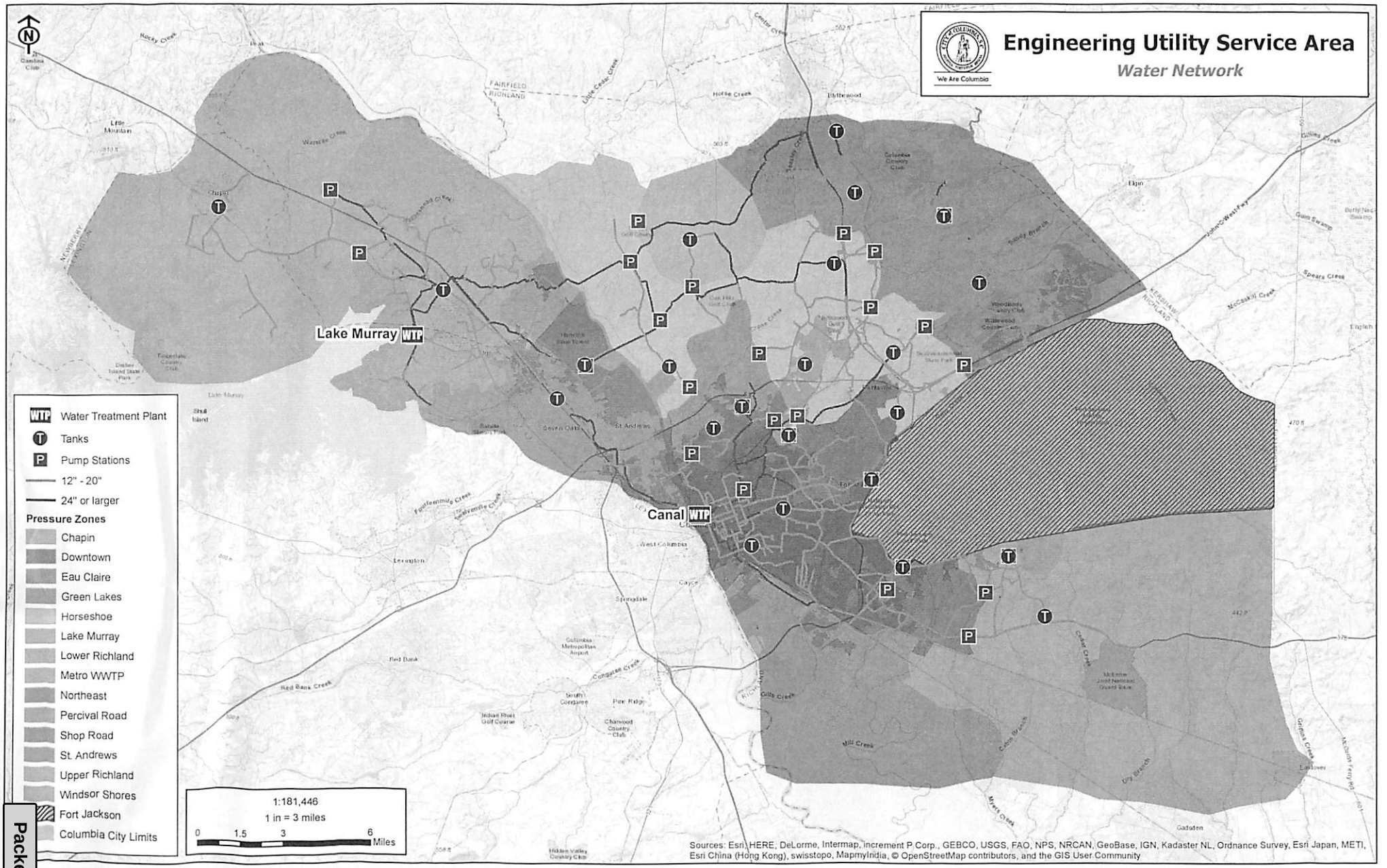
EXHIBIT B
SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, WBE SBE, LBE, Non M/W/S/LBE)	Services to be Provided	Dollar Value of Services
Aquarius Engineering, LLC 267 Hallowell Rd Pownal, ME 04069	Catherine Spenser 207-688-4234	WBE	Water Treatment Staff Training (if requested)	$5,000

KEY:

MBE-	Minority Business Enterprise
WBE-	Woman Owned Business Enterprise
SBE-	Small Business Enterprise
LBE-	Local Business Enterprise (per City's definition)



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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve the Purchase of Disaster Recovery Plan, as requested by the Information Technology Services Department. Award to Planet Technologies Inc., using the GSA Contract in the amount of $176,460.00. This firm is located in Germantown, MD.**

REQUISITION NO.: **R185928**

FINANCIAL IMPACT: **Funding source: Technology ReplacementProfessional Services; 6218954-636600. The original budgeted amount is $176,460.00.**

ORIGINAL BUDGET: **$176,460.00**

CLEAN WATER 2020?: **No**

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

Sec. 2-204.-Item (10) - 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 purchasing agreements.

ATTACHMENTS:

- **#a:** Signed Statement of work (PDF)
- #b: Approved memo (PDF)

Disaster Recovery Plan

Prepared for the City of Columbia

Jeff Fowler
Architect
jfowler@go-planet.com

Steve Winter
Vice President
swinter@go-planet.com

Planet Technologies, Inc.
Ph (301) 721-0100
Fx (301) 721-0189
www.go-planet.com

All information contained in this document is Planet Technologies, Inc. Proprietary and is limited to distribution between Planet Technologies, Inc., and the City of Columbia

Gold Microsoft Partner
Microsoft
You Already Own It
GOVcloud
Evolve 365

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"We will continue to work with Planet because they work within our budget, consistently hit project deadlines and build the knowledge base of our consulting team – they deliver real value." – Tony Parziale, CIO, Palm Beach State College

Technology Expertise

Planet has experience architecting and deploying Microsoft solutions to customers ranging in size from 100 users to over one million users. We are experts in the areas of design, deployment, development and migrations of:

Technology Expertise	
Active Directory	Exchange
Office 365	System Center
SharePoint	Dynamics CRM
Window Server and Desktop	Azure
Identity Manager	.NET Development
SQL Server	Hyper-V

The Microsoft Experts

Planet is regularly selected by Microsoft to evaluate new product releases as part of their Early Adopter Programs (EAP) and Technical Adopter Programs (TAP). Our experts are called upon by



of product initiatives" and "*rock stars of the Microsoft community*". As an NSI, Planet regularly participates in product training alongside Microsoft employees, and can offer many exclusive funding programs to our clients. Microsoft NSI partners receive greater alignment and engagement of Microsoft field resources, collaborative marketing efforts, deeper product team engagement and executive sponsorship - giving us an insider's view of the latest Microsoft strategy and solutions. It puts both Planet and our customers in the best position.

"Planet Technologies consistently demonstrates value to Microsoft clients. They are a partner in every sense of the word both to Microsoft and to our clients. I view them as an extension of the Microsoft team." – Vince Menzione, Microsoft General Manager of US Public Sector Partner Organization and Strategy

Overview

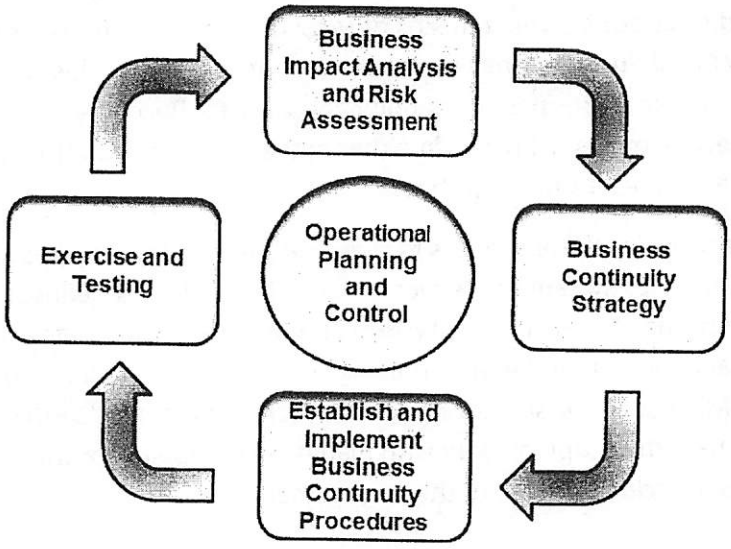
The City of Columbia is currently performing Market Research with the objective of finding the Level of Effort and Cost involved with creating a Business Continuity and Disaster Recovery Plan for the City's IT systems and services. The City of Columbia currently has a pair of data centers with failover capabilities via a full stack of redundant infrastructure and HP 3PAR SAN replication between sites. The challenge facing the City of Columbia is that the data centers are physically located in close proximity, literally across the street from each other, with the same risks of flooding, hurricanes, and other potential natural and manmade events. The City of Columbia recognizes the need to adopt a tertiary means of recovering services for the City, Police, Fire, Finance, and other critical Business Units that serve the City's citizens. This will be completed via the establishment of a formal Business Continuity and Disaster Recovery Plan and the identification of a new failover site homed in either in the cloud or in another physical data center located a safe distance from Columbia.

Planet Technologies provides these services to our customers today, and has scoped this engagement based upon 10 systems or services. Planet Technologies defines a system as the combination of an information technology system and the use of that system to support the City's operations, management, or decision-making. This can be an underlying infrastructure technology such as Microsoft SQL server or a service such as the Police's RM service. The City of Columbia may negotiate the scope of work with Planet Technologies for the optimal number of services and systems to include as part of the engagement.

Phases

Planet Technologies takes a methodical and comprehensive approach to Business Continuity and Disaster Recovery Planning. We follow industry standard guidance in our delivery of services for these engagements, and will work with the City of Columbia staff to complete the planning in a timely and effective manner.

The following phases are the complete set of processes required to complete a comprehensive Business Continuity and Disaster Recovery Strategy and Plan:



Phase 1: Project Initiation and Pre-Planning Activities

The initial phase of the project has several activities that establish the baseline for the rest of the project. The team will establish the Project Management Plan that will detail the overarching project goals, tasks, and timelines. The team will also establish the roles and responsibilities and points of contact across the range of the project areas. The interview schedule for the data gathering phase will be established and the project kick-off meeting will be held. The initial drafts of the plan and schedule will be completed in the first week of the engagement and submitted for review and approval. The City of Columbia will have five days to review and approval, and may submit any requested updates and modifications to the plan.

Deliverable: Project Management Plan

Phase 5: Business Continuity and Disaster Recovery Strategies

In the Business Continuity and Disaster Recovery Strategies phase, we will determine what strategic and tactical plans for the top ten systems or services will most effectively address the goals of the City of Columbia to mitigate the identified risks while maximizing value and minimizing costs to the City. In the event of a disaster, we will help identify the critical systems, tools, support requirements, applications that will need to be maintained to provide service sustainment across the City for essential services such as Fire and Police. We will outline the various Business Continuity and Disaster Recovery Strategies that the City could enact to include local hardware and software options in the secondary data center or a cloud-based option in a geographically diverse region, separate from the risks that could impact the local service centers.

Deliverable: Business Continuity and Disaster Recovery Strategies Document

Phase 6: Establish and Implement Business Continuity and Disaster Recovery Plans

Planet will collaborate with City of Columbia IT and Business Units staff to build the ten Business Continuity and Disaster Recovery Plans that will encompass the high level City plans and detailed services and systems disaster recovery plans. These plans will align with the identified recovery strategies as mapped out in the Business Continuity Strategies and mitigate or alleviate the risks as detailed in the Business Impact Analysis and Risk Analysis. We will take a comprehensive approach to ensure all targeted systems have a complete plan in place.

Deliverable: Business Continuity and Disaster Recovery Plans

Phase 7: Test and Validate Disaster Recovery Plans

Planet will work in conjunction with City of Columbia IT staff to test and validate the ten new Business Continuity and Disaster Recovery Plans. The goal of this testing is to validate the established plans and identify any areas for improvement for the plans. An additional round of edits will be completed for each Plan and delivered to the City of Columbia for review and approval. The systems identified for the proof of concept, tertiary cloud location testing will receive an additional round of edits at the completion of the Cloud Recovery Proof of Concept.

Deliverables: Final Disaster Recovery Plans. Disaster Recovery Plan Test Results

Project Resources

Planet Technologies utilizes a matrixed approach to delivering our services by providing seasoned professionals to our customers that is tailored to the specific needs of the engagement. For the City of Columbia, Planet will provide a hybrid team comprising of a Sr. Project Manager, a Sr. Enterprise Architect with a background in Disaster Recovery, a Sr. Systems Engineer, and a Technical Writer. The team members will be allocated at different times throughout the project to maximize the value of their contribution and reduce the overall costs to the City of Columbia. Our Sr. Project Manager will perform project oversight, planning, and analysis for all of our customer engagements.

Pricing – Fixed Fee

Description	Cost
Phase 1 – Project Initiation	$5,360
Phase 2 – Information Gathering	$24,200
Phase 3 – Business Impact Analysis	$18,080
Phase 4 – Risk Analysis	$14,480
Phase 5 – BC and DR Strategies	$24,120
Phase 6 – Establish Plans	$37,400
Phase 7 – Test and Validate Plans	$22,420
Phase 8 – Establish Plan Maintenance	$7,240
Phase 9 – Cloud DR Proof of Concept	$23,160
Total PO Required	**$176,460**

Payment Terms

This fixed fee contract will be invoiced upon milestone signoff, NET 30 days. Upon notification of milestone completion and a request for milestone signoff, client will have up to 5 business days to provide written conditions of satisfaction if milestone is not complete or to provide the signed acceptance document. If no written notification is received within 5 business days, Planet will assume the milestone is approved and invoice for it accordingly.

Any alterations in the scope will be reviewed with Planet Technologies and may result in a change order for additional services and associated costs.

Please make purchase orders out to Planet Technologies, Inc.

Operational Assumptions

- The Customer must arrange for suitable personnel to be available on-site or through other communication channels to furnish necessary information as requested and in a timely manner.
- The Customer must appoint, in writing, a corporate Project Manager or designee with authority to make binding decisions on behalf of the Customer. The Project Manager or designee will be responsible for all communications and approval of changes to the scope of work on behalf of the Customer as well as responsible for coordinating activities with any third party service providers retained by the Customer.
- Unless otherwise specified herein, Planet Technologies, Inc. shall perform services during normal business hours Monday through Friday 8am until 5pm unless otherwise specified herein.
- Where applicable, Planet Technologies, Inc. agrees to provide services during the Period of Performance, if specified, in this agreement. Additional labor outside of the Period of Performance and occasioned by delays from the Customer or matters outside of the control of Planet Technologies, Inc. may require a Change Order.
- The Customer must provide timely responses to requests for information and is responsible for same from third party vendors retained by the Customer. Timely is to be determined in the context of the engagement and Planet will notify Client designee when it deems responses are not timely.
- The Customer must provide access to facilities as required in the Proposal but at a minimum a working environment with phone and network connections for each resource dedicated to this project, and a secure area must be provided for the purpose of storing tools, software and hardware as required by the project and as appropriate.
- The Customer must acquire all necessary hardware and software as set forth in the Proposal unless specifically designated otherwise. Planet will assist in defining the requirements.
- The Customer agrees that Project scope is specifically limited to the scope outlined in this document.
- The Customer agrees that changes to the scope of the project outlined in this proposal will require a Change Order, said change order process to be, at a minimum, in writing and executed and agreed to by both parties.

Terms and Conditions

These Professional Services Terms and Conditions, in conjunction with the Operational Assumptions in this SOW, form an SOW Agreement (SOW, Agreement or SOW Agreement) between Planet Technologies, Inc. (Planet or Planet Technologies, Inc.) and the end-user identified on the SOW ("Customer"). Unless otherwise agreed by the parties in writing, these terms apply to the professional services performed by Planet Technologies, Inc.

1. Professional Services

1.1 The Customer hereby agrees to accept the Services at the agreed location, on the date or dates mutually agreed between the parties as detailed in writing in this SOW pursuant to these terms and conditions.

1.2 The Services shall be provided in accordance with the terms of this SOW, including any time schedule, milestones, and plans set forth herein.

1.3 Unless the Parties agree to different reporting procedures, Planet shall provide Customer with periodic progress reports developed by the Parties describing the status of Planet's performance under this SOW for a specific period and the progress expected to be made in the next succeeding period.

2. Payment and Invoices

2.1 The parties agree that invoices will be submitted by Planet to Customer. Such invoice method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.2 The accepted method of payment by Customer for all invoices shall be by check, ACH, or wire transfer. Such payment method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.3 Planet shall invoice Customer in accordance with the schedule set forth in this SOW, or if no schedule is set forth therein, on a monthly basis within thirty (30) days after the end of the month.

2.4 Customer shall pay Contractor all amounts on an invoice that are not the subject of a bona fide dispute within thirty (30) days after receipt of an invoice that complies in all material respects with the agreed-upon requirements as to form and levels of detail.

6. Independent Contractor

6.1 Planet is an independent contractor and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

6.2 At all times while Planet is performing Work under this Agreement, Planet will maintain its own liability, errors and omissions, worker's compensation and other insurance, at a level and with coverages at least equal to industry norm and, upon request, will provide Customer with certificates of insurance evidencing such insurance coverages.

7. Term and Termination

7.1 This Agreement shall commence on its Effective Date and shall remain in effect for the Period of Performance set forth herein unless earlier terminated in accordance with this Article 7 or extended by mutual written agreement of the parties.

7.2 Either party may immediately terminate this Agreement if (i) the other party fails to perform its material obligations under this Agreement and such failure is not corrected within fifteen (15) business days after receipt of written notice, specifying in detail the nature of the breach, from the non-breaching party, or (ii) either party is appointed a trustee for the benefit of creditors, becomes insolvent, bankrupt or initiates a voluntary dissolution. Either party may terminate this Agreement upon thirty (30) days advance written notice.

7.3 If the Agreement is terminated under this Article 7 (Term and Termination) both parties will use commercially reasonable efforts to mitigate fees and expenses and Planet shall promptly deliver copies of all complete and incomplete deliverables subject to the customer. Planet shall be paid (a) at the applicable rate(s) for Services provided on a T&M basis through the date of termination and (b) on a percent of completion basis for Services provided on a fixed price basis. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges that accrued prior to such termination.

8. Miscellaneous

8.1 Applicable Law/Attorney Fees. This agreement will be governed by the laws of the State of South Carolina.

Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

[Company] Planet Technologies

Teresa Wilson 10/16/17

Signature Date Signature Date

Teresa Wilson

Print Name

Planet Technologies
20400 Observation Dr., Ste. 107
Germantown, MD 20876

City of Columbia

Company Name

Street Address

City, State, Zip Code

APPROVED AS TO FORM
10/9/17
Legal Department City of Columbia, SC

Jones, Jessica M

To: White, Sylvia
Cc: Legal Review; Lisowski, Jeanne
Subject: 10/9/17 - Document Review Return - Planet Technologies Disaster Recovery - Matter 17090679
Attachments: 2017 - Planet Technologies Disaster Recovery SOW - 17090679.pdf

Hello Sylvia,

The attached document has been reviewed and is approved as to form. The original document will be forwarded to you via inter-office mail. Should you have any concerns regarding this matter, please contact us.

Jessica M. Jones, Legal Assistant
Office of the City Attorney
P. O. Box 667
Columbia, SC 29202
Phone: (803) 737-4242 FAX: (803) 737-4250 jmjones@columbiasc.net
"CONFIDENTIALITY NOTICE: This electronic email may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic mail or its contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply email so that we may correct our internal records. Please then delete the original message."

Attached file: 2017 - Planet Technologies Disaster Recovery SOW - 17090679.pdf;

We Are Columbia

Information Technology

1401 Main St., Suite 1000 | Columbia, South Carolina 29201
Phone: 803-737-4210 | Fax: 803-737-4228

TO: Teresa Wilson, City Manager

FROM: Sylvia White, Information Technology Deputy Director SW

RE: Planet Technologies Disaster Recovery Statement of Work

DATE: October 9, 2017

The Information Technology Department is requesting your approval of the Planet Technologies Disaster Recovery Statement of Work as indicated below.

City IT has identified the need to develop and implement a business continuity and disaster recovery strategy for recovery of critical apps/infrastructure during a disaster (data center becomes unavailable). As part of the IT 5-year strategic plan, an initiative has been identified to provide for a disaster recovery plan.

The principal objective of the disaster recovery program is to develop, test and document a well-structured and easily understood plan which will help the City recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems and business operations.

Steps to move us forward to developing a comprehensive plan include,

- Develop a contingency planning policy giving the authority and guidance necessary to develop an effective contingency plan.
- Conduct a business impact analysis to help identify and prioritize critical systems and components.
- Identify preventive controls that reduce the effects of system disruptions and increase availability and reduce lifecycle costs.
- Develop recovery strategies.
- Develop contingency plans that provide detailed guidance and procedures for restoring damaged systems.
- Planning, testing, training, and exercising is a must to identify any planning gaps, ensure personnel preparation for plan activation and ensure plan effectiveness and preparedness.
- Plan maintenance to ensure plan is current with system enhancements.

Jeff Palen 10/10/2017 Teresa Wilson 10/16/17

Jeff Palen Date Teresa Wilson Date

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-069 - Authorizing the City Manager to execute an Amendment to the Air Rights Development Contract between the City of Columbia and Hallmark Homes International, Inc.**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-069 Hallmark Homes Amendment to Air Rights Development Contract (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-069

Authorizing the City Manager to execute an Amendment to the Air Rights Development Contract between the City of Columbia and Hallmark Homes International, Inc.

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Amendment to the Air Rights Development Contract between Hallmark Homes International, Inc. and the City of Columbia, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Joanne J. Lisowski
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 10/5/2017
17080274

AMENDMENT TO AIR RIGHTS DEVELOPMENT CONTRACT

This Amendment to Air Rights Development Contract (this "Amendment") is made and entered into by and between **CITY OF COLUMBIA,** a body politic and corporate and a political subdivision of the State of South Carolina ("City"), and **HALMARK HOMES INTERNATIONAL INC,** a South Carolina corporation, and its permitted assigns ("Developer").

WHEREAS, the City and Developer entered into an Air Rights Development Contract (the "Contract") dated June 8, 2015 for the development of the air rights above City-owned garages identified in the Contract; and,

WHEREAS, the City and Developer entered into a subsequent License Agreement specific to the Air Rights Development Contract above the Lady Street Garage for a residential apartment complex (the "Project") and the associated parking to support that Project; and,

WHEREAS, the Developer notified the City via a letter dated May 18, 2017 that it was no longer pursuing the Project above the Lady Street Garage; and,

WHEREAS, the Developer purchased the office space at the bottom of the Lady Street Garage and has requested the existing parking commitment in the Lady Street Garage be reduced to ensure that office space has adequate parking; and,

WHEREAS, the Developer made known their desire to pursue development opportunities at the Taylor Street Parking Garage Site; and,

WHEREAS, City and Developer have agreed to modify the terms of the Air Rights Development Contract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten and No/100 ($10.00) Dollars in hand to each party paid by the other, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree to amend the Air Rights Development Contract as follows:

1. The terms of the Contract are terminated for all garages, including any garages the city may decide to construct in the future, except the Taylor Street Garage, which is located at 1600 Assembly Street.

2. The Developer's right of first refusal right of first offer on any Future Residential Garage is hereby terminated.

3. The Developer's exclusive right to develop the air space above the Parking Garages and any Future Residential Garage is hereby terminated, except as to the Taylor Street Garage.

4. Developer's rights of immediate access to the Parking Garages to conduct physical inspections, structural and soil engineering studies, and other engineering work on the Parking Garages, with the exception of the Taylor Street Garage, are hereby terminated.

5. The Air Rights Development Contract for the Taylor Street Garage shall be extended for a period of twelve (12) months from the date of this Amendment (the "Extension Period"), which can be automatically extended for another twelve (12) months by written consent of both parties based on satisfactory progress being made with regards to a redevelopment project, which satisfactory progress shall be determined solely by the City. During the Extension Period, Developer shall not cause the City to incur any costs related to Developer's exploration of a development opportunity, nor shall Developer obstruct, occupy or otherwise prevent the City's use of any parking spaces in the Taylor Garage without written approval to do so by the Parking Administrator or her designee.

6. The Developer's obligations of indemnity and insurance shall survive the termination of the Contract as to the Parking Garages for a period of two (2) years.

7. Developer shall retain responsibility for all obligations under Paragraphs IX, X, XI and XII of the Contract.

8. All provisions of the Contract not amended herein shall remain in full force and effect.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute collectively one and the same instrument.

IN WITNESS WHEREOF, City and Developer have executed this Amendment to Lease Agreement to be effective as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

_____

_____

DEVELOPER:
Hallmark Homes International Inc.
a South Carolina corporation

By: _____
Name: David Tuttle
Its: President
Date: _____

CITY OF COLUMBIA:

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date: _____

APPROVED AS TO FORM
10/6/17
Legal Department City of Columbia, SC

DRAFT

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-087 - Authorizing consumption of beer and wine beverages only at the 2018 Famously Hot New Year Event**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-087 Famously Hot New Year Event (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-087

Authorizing consumption of beer and wine beverages only at the 2018 Famously Hot New Year Event

WHEREAS, the City ("Sponsor") is sponsoring the 2018 Famously Hot New Year Event in the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 6:30 p.m. Sunday, December 31, 2017 until 1:00 a.m. Monday, January 1, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 block of South Main Street from Pendleton Street and College Street from 9:00 a.m. Sunday December 31, 2017 until 2:00 a.m. Monday, January 1, 2018 and the 1100 and 1200 blocks of Pendleton Street from 11:30 p.m. Sunday December 31, 2017 until 12:30 a.m. Monday, January 1, 2018 for set up and staging of equipment and a fireworks show; the 1200 block of Gervais Street between Main Street and Sumter Street from 8:00 a.m. Saturday, December 30, 2017, until 9:00 a.m. Monday, January 1, 2018; for set up, staging and clean-up of the event; and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 7:00 a.m. Sunday, December 31, 2017 until 9:00 a.m. Monday, January 1, 2018; the half block area of the 1200 block of Main Street south of the entrance to the NBSC parking garage to allow for ingress and egress into the parking garage from 7:00 a.m. Sunday, December 31, 2017 until 9:00 a.m. Monday, January 1, 2018; the remainder of the 1200 block of Main Street between Lady Street and Gervais Street from 4:00 p.m. Sunday, December 31, 2017 until 8:00 a.m., Monday, January 1, 2018; for an event to be held from 6:30 p.m. Sunday, December 31, 2017 until 1:00 a.m., Monday, January 1, 2018, and for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. Sunday, December 31, 2017 until 12:30 a.m. Monday, January 1, 2018; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. Sunday, December 31, 2017 and 12:30 a.m. Monday, January 1, 2018; and,

BE IT FURTHER ORDAINED that all vendors be restricted to stationary location; and,

BE IT FURTHER ORDAINED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER ORDAINED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER ORDAINED that VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, including beer or wine beverages, shall be allowed within an enclosed building adjacent to but outside of the event area. Beer and wine beverages shall not be carried from the event area into the VIP area. Alcoholic liquors or alcoholic beverages, including beer or wine beverages shall not be carried from the VIP area into the event area. Sponsor shall have a person posted at the entrance and exit of the VIP area to enforce the prohibition of transporting these beverages from one area to the other; and,

BE IT FURTHER ORDAINED that the Mayor and Council hereby repeal the restriction of outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices ending by 10:00 p.m. only for this City of Columbia sponsored New Year Eve's event; and,

BE IT FURTHER ORDAINED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER ORDAINED that during the designated time the closed portion of the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Mayor Benjamin

Approved by:

_____
Mayor

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Famously Hot New Year

We Are Columbia

N
W E
S

1500 MAIN ST
1200 HAMPTON ST
1100 HAMPTON ST
1400 MAIN ST
1400 ASSEMBLY ST
1300 WASHINGTON ST
1200 WASHINGTON ST
1100 WASHINGTON ST
1000 WASHINGTON ST
1300 SUMTER ST
1300 MARION ST
1400 LADY ST
1200 BULL ST
1300 MAIN ST
1300 ASSEMBLY ST
1200 LADY ST
1300 LADY ST
1200 MARION ST
1100 LADY ST
1000 LADY ST
1200 SUMTER ST
1400 GERVAIS ST
1300 PARK ST
1200 ASSEMBLY ST
1200 MAIN ST
1300 GERVAIS ST
1100 MARION ST
1200 GERVAIS ST
1100 GERVAIS ST
1100 SUMTER ST
1400 SENATE ST
1200 PARK ST
1000 GERVAIS ST
1300 SENATE ST
0 SENATE ST
1000 MARION ST
900 GERVAIS ST
1100 PARK ST
1100 ASSEMBLY ST
1000 SUMTER ST
1000 SENATE ST
1300 PENDLETON ST
900 SENATE ST
1200 PENDLETON ST
1000 PARK ST
1000 ASSEMBLY ST
1100 PENDLETON ST
900 SUMTER ST
1000 LINCOLN ST
1000 PENDLETON ST
900 MAIN ST
900 ASSEMBLY ST
1200 COLLEGE ST
900 PENDLETON ST
0 MELTON AL
900 PARK ST
800 SUMTER ST
1100 COLLEGE ST
800 MAIN ST
1300 GREENE ST
800 ASSEMBLY ST
1200 GREENE ST
700 SUMTER ST
1100 GREENE ST
700 MAIN ST
1000 GREENE ST
700 ASSEMBLY ST
1200 DEVINE ST
1100 DEVINE ST

Both Sides of the Street

Legend

- Famously Hot New Year
- Perimeter Clean-up Boundary

0 125 250 500 750 1,000 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\10132016_NewYear.mxd

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-088 - Granting a Franchise to Keyser Concessions, LLC for operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2017-088 Keyser Concessions NW Main & Washington (PDF)

HISTORY:

10/17/17 **Columbia City Council** **APPROVED ON FIRST READING**

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

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-088

Granting a Franchise to Keyser Concessions, LLC for operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Keyser Concessions, LLC, is granted a franchise for the operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street for a period of one (1) year from the date of enactment hereof.

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

_____
Mayor

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

We Are Columbia

1339 Main Street, P.O. Box 147, Columbia, SC 29217 • Phone: 803-545-3345 • Fax: 803-988-8025

BUSINESS LICENSE DIVISION

DATE: September 18, 2017

TO: Honorable Mayor and City Council Members

FROM: Sidra D. Nelson, Business License Administrator/*sn*

CC: Brian Cook, Zoning Administrator

RE: **RENEWAL APPLICATION for**
Keyser Concessions, LLC
NW CORNER OF MAIN & WASHINGTON STREETS
(This is for a pre-approved location)

Maynord Keyser, the applicant, requests permission to continue operation of a hot dog stand at the northwest corner of Main and Washington Streets. The applicant sells hot dogs, sausages, hamburgers, tacos, burritos, wraps, BBQ sandwiches, baked potatoes, bagels, pastries, candy, prepackaged sandwiches and salads, chips, biscuits, popcorn, nuts, pretzels, soft drinks, milk products, and hot & cold beverages approved from Lists "A, B, & C" at this location. The applicant will also utilize one (1) cooler for drink storage, one (1) 4ft table for storage, and a host stand; none of which to obstruct pedestrian traffic. A copy of the application is attached for your information.

This location meets the distancing requirements of Section 11-258 regarding sidewalk vending locations.

Staff recommends approval subject to review and approval of evidence of insurance and of compliance with health and fire codes (§11-257).

SIDEWALK VENDING

FRANCHISE APPLICATION

CITY OF COLUMBIA BUSINESS LICENSE DIVISION

P O Box 147 • 1136 Washington Street, Columbia, SC 29217 • 803-545-3345

PLEASE ATTACH ADDITIONAL INFORMATION IF YOU DO NOT HAVE ENOUGH ROOM!

DATE	MONTH	AUGUST	DAY	03	YEAR	2017
REQUESTED VENDING LOCATION	NUMBER	7				
	DESCRIPTION	NW CORNER OF MAIN + WASHINGTON				
OWNER INFORMATION	NAME	MAYNORD KEYSER (ALEX)				
	ADDRESS	3050 FOREST DRIVE Columbia SC 29204				
	TEL 803	348-0195	FAX	—	E-Mail	ALEX3AM@Gmail.com
CONTACT INFORMATION *If different from above*	NAME					
	ADDRESS	SAME AS ABOVE				
	TEL		FAX		E-Mail	
LOCATION OF OFF-STREET STORAGE FACILITY	3050 FOREST DR. COLUMBIA SC. 29204		DESCRIPTION (Garage, rental storage, etc.)	GARAGE		
METHOD AND ROUTE FOR TRANSPORTING CART TO VENDING LOCATION	CART WILL BE TRANSPORTED TO WASH/MAIN ST. FROM 3050 FOREST DR. AND BACK TOWED BY VEHICLE. ROUTE WILL START ON FOREST DR., MAKE LEFT ON MAIN ST., MAKE (RT) ON WASH. BACK THE SAME WAY					
DESCRIPTION OF VENDING CART *-Include how cart is powered/food cooked*	YOU ALSO ***MUST*** SUBMIT A PHOTOGRAPH AND/OR DRAWING OF VENDING CART! PLEASE SEE ATTACHED blue prints OF CART. IN ADDITION, A plexiglass COVER HAS BEEN ADDED TO THE CART WHICH INCASES WORK AND STORAGE AREA. PROPANE POWERED					
DESCRIPTION OF FOOD, BEVERAGES, AND MERCHANDISE BEING SOLD	HOTDOGS, SAUSAGES, hamburgers, TACOS, burritos, WRAPS, BBQ SANDWICHES, BAKED POTATOS, bagels, PASTRIES, CANDY, PREPACKAGED SANDWICHES AND SALADS, chips, biscuits, popcorn NUTS, pretzels, ICE DRINKS, MILK PRODUCTS, hot/cold beverages					
DESCRIPTION OF OUTSIDE OWNERSHIP INTERESTS *If any; e.g. Partners or Stockholders*	NONE					
ADDITIONAL INFORMATION *e.g. to demonstrate financial ability to perform conditions of franchise*	EXTENSIVE KNOWLEDGE AND 30 yrs. EXPERIENCE IN FOOD + BEVERAGE INDUSTRY. STREET VENDING EXPERIENCE IN ATLANTA GA AND Columbia SC					

I, as a business owner or authorized owner representative, confirm to the best of my knowledge that the information contained on this application is accurate.

SIGNATURE: M. K RELATIONSHIP TO OWNER:

FOR STAFF USE	INVOICE#		AUTHORIZED BY	

VENDORS AT FESTIVALS OR PUBLIC EVENTS ARE NOT REQUIRED TO OBTAIN A VENDING FRANCHISE, BUT MAY STILL REQUIRE A BUSINESS LICENSE.
PLEASE CONTACT THE BUSINESS LICENSE DIVISION AT 803.545.3345 FOR MORE INFORMATION.

20

CITY OF COLUMBIA, SOUTH CAROLINA

BUSINESS AND PROFESSIONAL LICENSE

17

Keyser Concessions, LLC (Sidewalk Vendor)

3050 Forest Dr
Columbia, SC 29204

4153 Forest Dr Columbia, SC 29204

Location of Business
Notify this office of any change in location or ownership

LICENSE EXPIRES: December 31, 2017

COPY

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA

DATE ISSUED: 04-18-17

TYPE OF BUSINESS: Sidewalk Vendor

The issuance of this business license shall serve as a Zoning permit by the Zoning Administrator as required by § 17-83 of the Zoning Ordinance. In accordance with §17-85, a change in use, arrangement, location or construction may be deemed a violation of the Zoning ordinance.

BUSINESS CODE: 107

LICENSE NUMBER: BL008083-04-2015

The above named concern has been licensed to do business in Columbia, subject to the provisions of all ordinances of the city.

K. Bu Cook

Zoning Administrator

Roger Myers

Business License Administrator

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE PURSUANT TO SECTION 11-38

DISTANCING REQUIREMENTS FOR SIDEWALK VENDING FRANCHISES

Note: this information is not comprehensive; please consult the Business License Ordinance Chapter 11-251 through 11-262 for more information

- Your cart must meet MINIMUM distancing requirements in order to be approved. Your cart must be greater than:
  - ☐ 50 feet from principal public entrance to a food service business not owned by vendor;
  - ☐ 10 feet from an entrance to any building;
  - ☐ 50 feet from driveway to Police or Fire Station;
  - ☐ 25 feet from any other driveway;
  - ☐ 25 feet from any bus stop sign.
- Your cart must not obstruct sight clearance at intersections.
- Your cart must not obstruct pedestrian traffic. Must provide 4 feet clear passageway for pedestrians at all times!

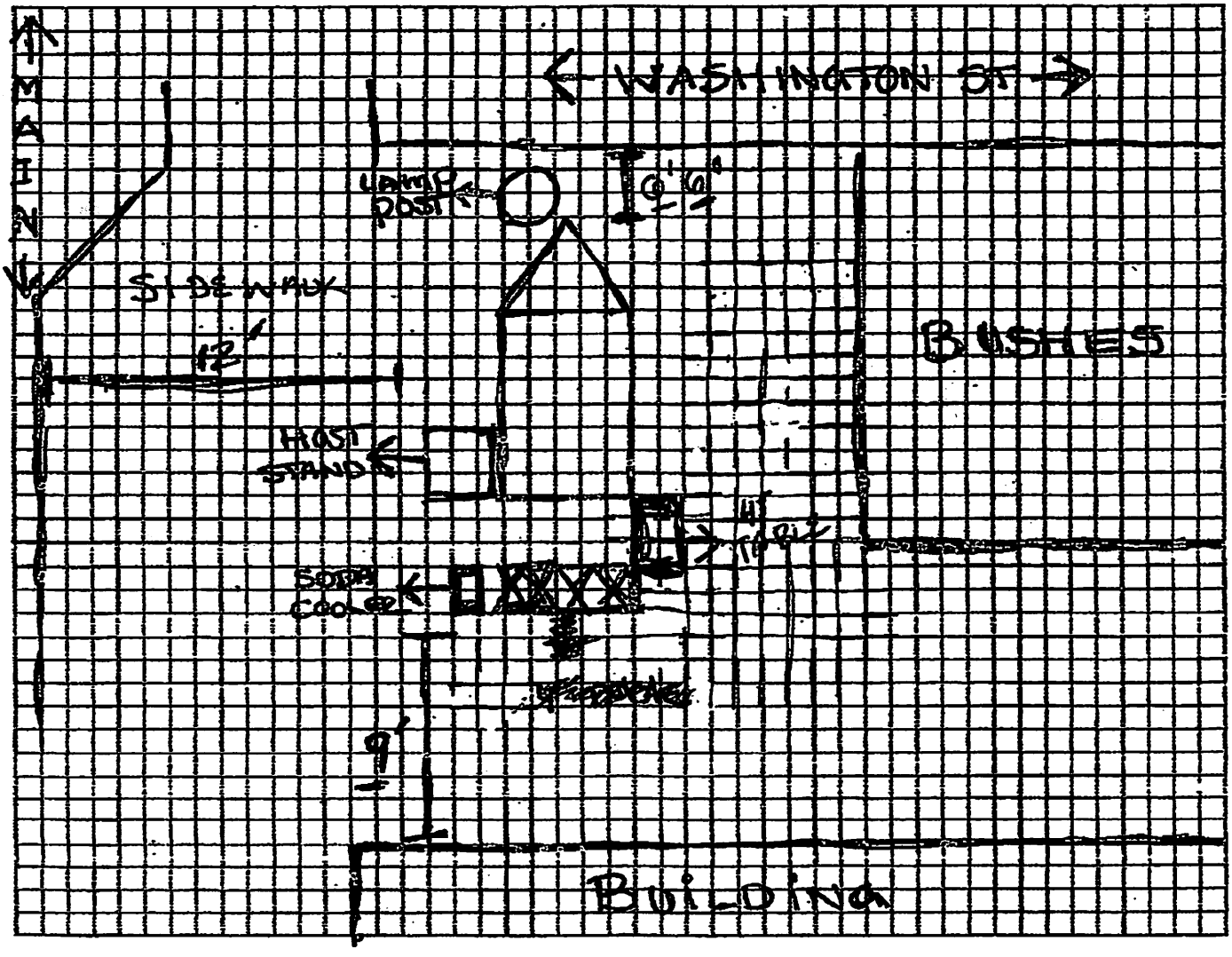
Layout for Proposed Project

Show proposed cart location.
Include existing structures, sidewalk, and curb
Please include dimensions!!

Each square represents_____feet.

☐ PLACE NORTH ARROW HERE

ADDRESS Main + Washington St. DATE: 9/15/17





We Are Columbia

Sidewalk Vendor

City of Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Monday, September 18, 2017

Tax Parcel

Street Centerline

- Interstates
- Major Streets
- Streets

0 50 100 200 Feet

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

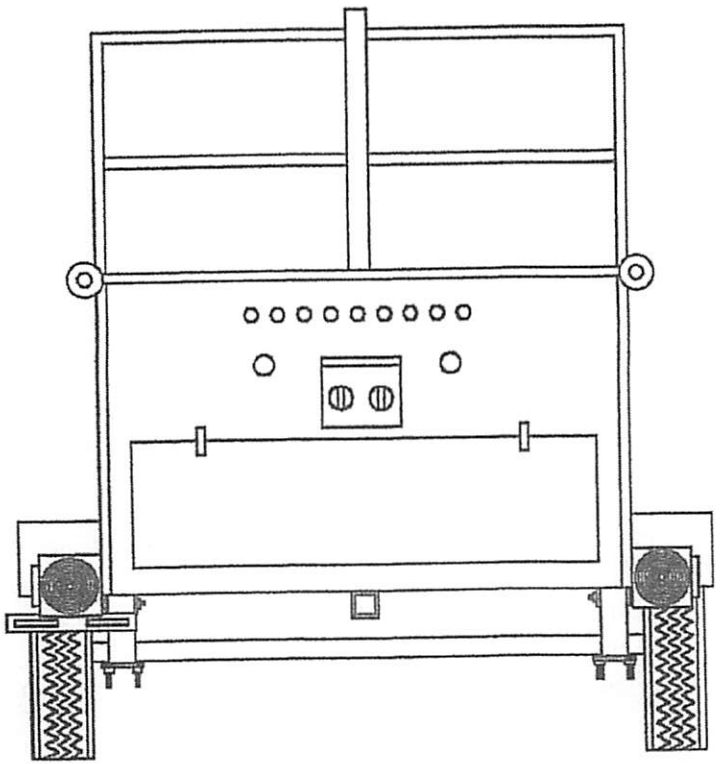

WASHINGTON ST
1100

American

Hot Dog Carts

Home of the Ez-Lease - Call Today! 1.800.408.1802

Rear View



AmericanDreamHotDogCarts.com

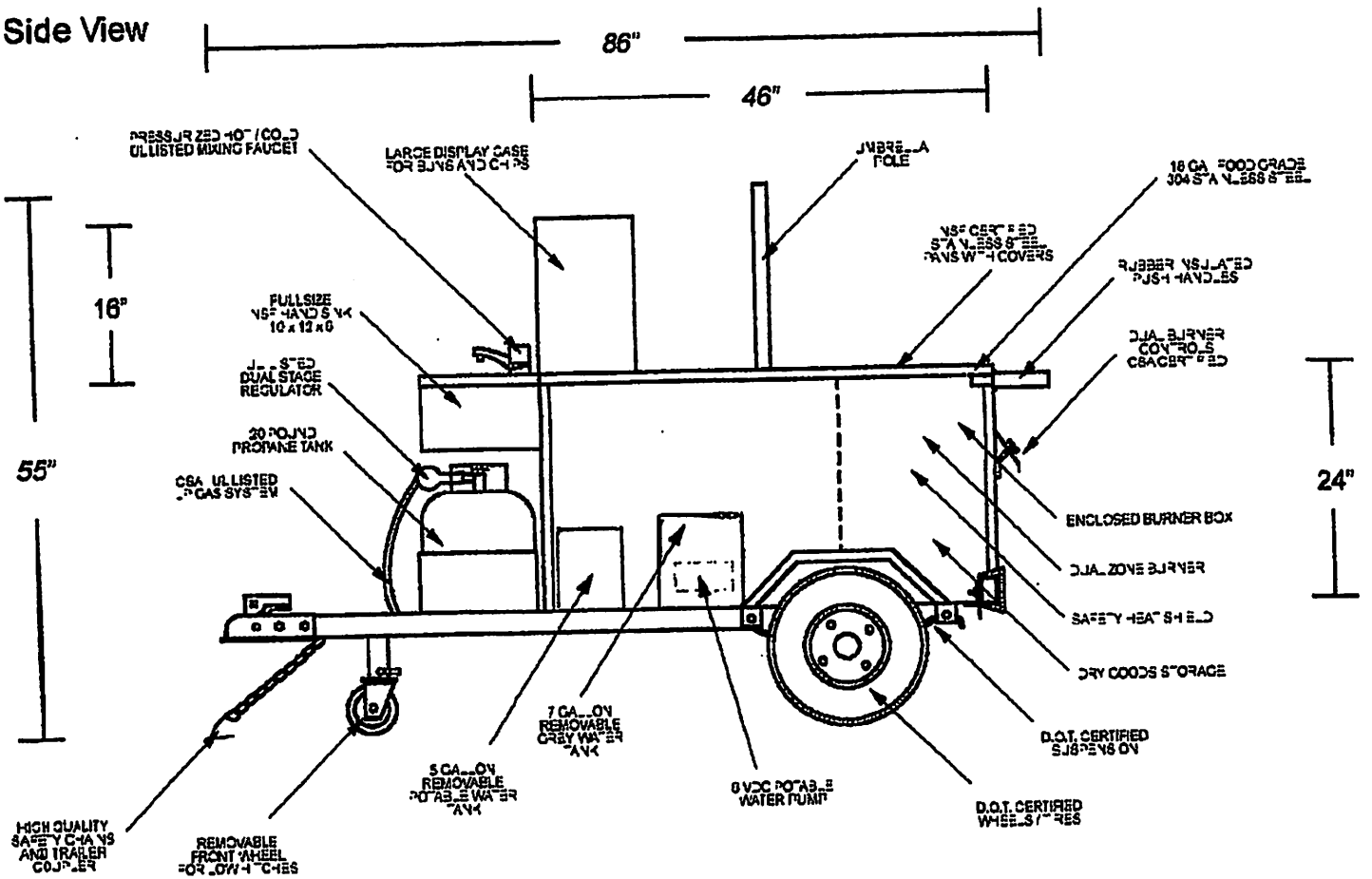
Specifications subject to change without notice.
Call to verify critical specifications if required.

American

Hot Dog Carts

Home of the Ez-Lease - Call Today! **1.800.408.1802**

Left Side View



Specifications subject to change without notice.
Call to verify critical specifications if required.

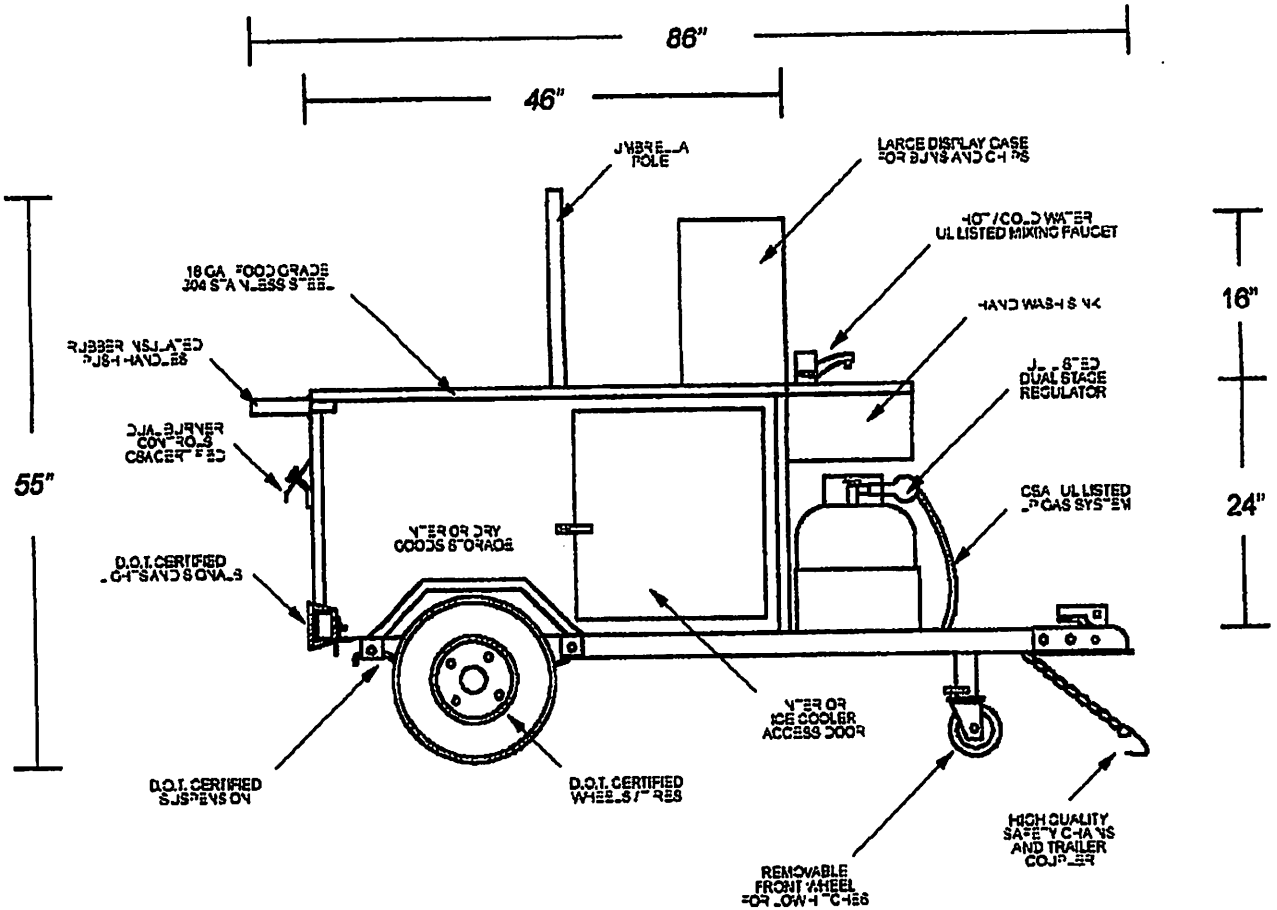
AmericanDreamHotDogCarts.com

NAME OF CART: KEYSER 1

American **Hot Dog Carts**

Home of the Ez-Lease - Call Today! **1.800.408.1802**

Right Side View



AmericanDreamHotDogCarts.com

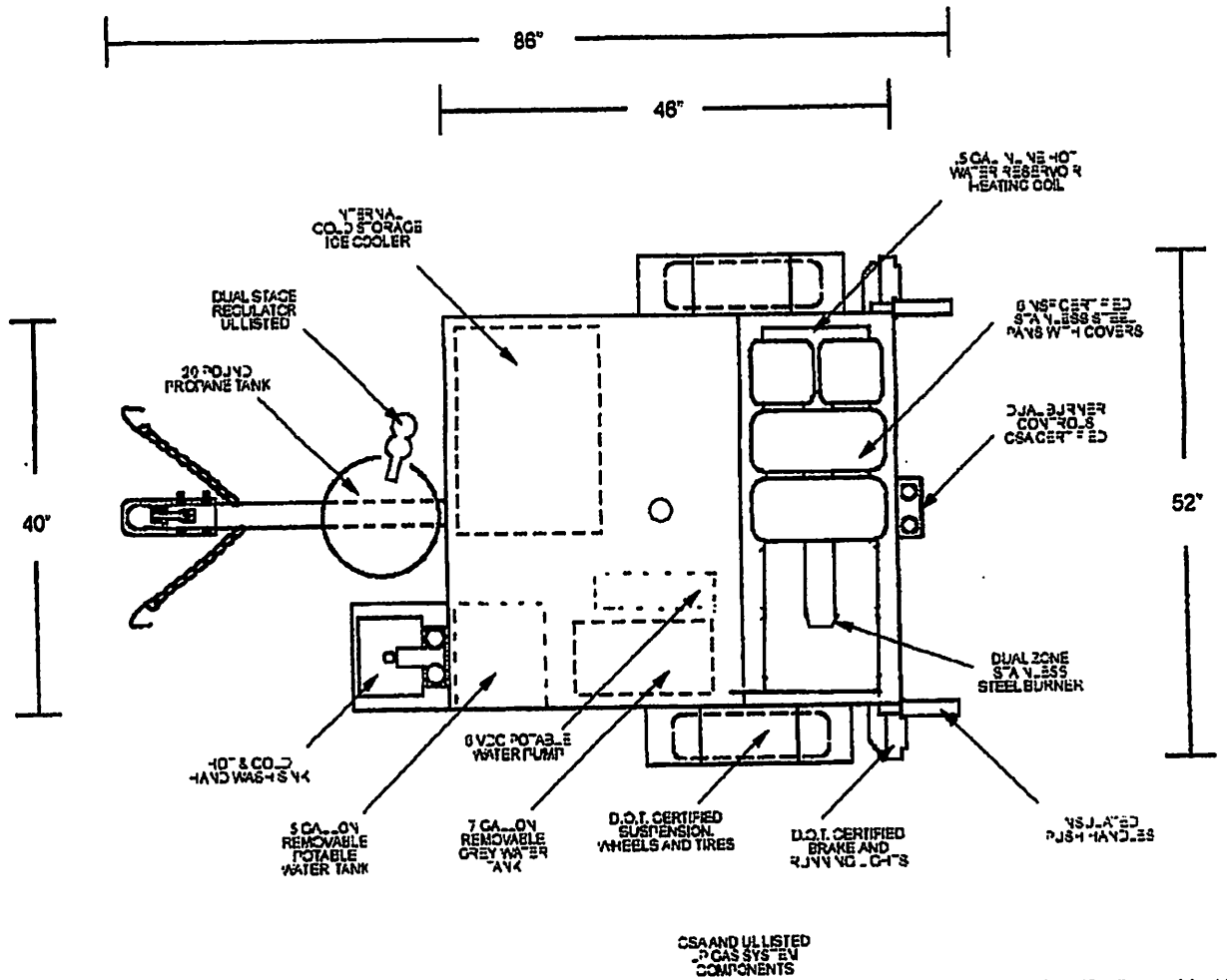
Specifications subject to change without notice.
Call to verify critical specifications if required.

American

Hot Dog Carts

Home of the Ez-Lease - Call Today! **1.800.408.1802**

Top View



Specifications subject to change without notice.
Call to verify critical specifications if required.

AmericanDreamHotDogCarts.com








WASHINGTON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jason Humphries	
Affordable Insurance Solutions, LLC 3604 Fernandina Road Columbia, SC 29210 Phone (803) 798-5754 Fax (803) 798-4143	PHONE (A/C, No, Ext): (803) 798-5754	FAX (A/C, No): (803) 798-4143
	E-MAIL ADDRESS: Jason@my-ais.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United States Liability INsurance Co.	
INSURED	INSURER B:	
Keyser Concessions, LLC 5193 Forest Dr Columbia, SC 29210	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC			CL1601590	04/17/2017	04/17/2018	EACH OCCURRENCE	$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Concessionaire, Hot Dog Trailers

CERTIFICATE HOLDER

City of Newberry
PO Box 538
Newberry, SC 29108

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jason C Hughes

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We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-089 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** Ordinance 2017 089 BBT Lease Renewal (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-089

Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2017 that the City Manager is authorized to execute the attached Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

Approved as to form:

Janne J Lisowski
Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 10/2/2017
17090814

LEASE RENEWAL AGREEMENT

LEASE RENEWAL is made and entered into by and between the CITY OF COLUMBIA (hereinafter "Lessor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Renewal dated as of the 26th day of October 2016, (collectively the "Lease") for certain demised premises known as 3905 Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, as more particularly described in the lease: and

WHEREAS, Lessee has elected to extend the Term of the Lease for a period of one (1) year commencing on November 29, 2017 and expiring on November 28, 2018.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Rent for the period of November 29, 2017 through November 28, 2018 shall be Four Hundred and Fifty and No/100 ($450.00) Dollars per month.

2. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2017 and terminating at 11:59 p.m. on November 28, 2018.

3. This Lease Renewal must not extend beyond November 28, 2018.

4. The parties agree to renew the Lease on the same terms and conditions as forth set in the Lease Renewal Agreement dated October 26, 2016.

5. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS, WHEREOF, the parties have executed this Lease Renewal Agreement as of the day and year last written below.

WITNESSES:

_____

_____

TENANT: BRANCH BANKING AND TRUST COMPANY

BY: _____

TITLE: _____

DATE: _____

_____

_____

LANDLORD: CITY OF COLUMBIA

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM

9/14/17

Legal Department City of [illegible], SC

BRANCH BANKING & TRUST COMPANY

ATM SITE LEASE

THIS SITE LEASE (hereinafter referred to as the "Lease") is made this 29 day of November, 2004, by and between the City of Columbia (hereinafter called "Lessor") and Branch Banking and Trust Company, a North Carolina state banking corporation (hereinafter called "BB&T").

WITNESSETH:

For and in consideration of the terms, covenants, conditions, and agreements hereinafter set forth, Lessor hereby leases to BB&T that certain tract or parcel of land located at **3905** Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, which is hereinafter referred to as the "Premises," said Premises being located on that certain tract or parcel of land more particularly described in Exhibit A attached hereto (the "Property").

TO HAVE AND TO HOLD the same unto BB&T during the term of this Lease in accordance with the following terms and provisions.

1. SITE LOCATION. The Premises are located on the Property in the approximate location shown on the site plan attached hereto as Exhibit "A-1". Lessor agrees to use its best efforts to provide such other surveys, site plans, and engineering data of the Property that is available to Lessor for the use of BB&T in the installation of the ATM on the Premises and all related utilities reasonably necessary for its operation.

2. USE. BB&T shall use and occupy the Premises for the purpose of operating therein an automated teller machine and related equipment ("ATM"), and providing standard banking or financing functions. BB&T will promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules, and regulations of all governmental authorities having or claiming jurisdiction over the use conducted in the Premises. Notwithstanding anything to the contrary herein contained, Lessor agrees not to lease or cause or permit to be occupied any other space on or within the Property for the purpose of operating an **ATM** for so long as this Lease remains in effect, or BB&T, its successors and/or assigns, continues to occupy the Premises for an ATM.

LESSOR ACKNOWLEDGES THAT BB&T, ITS AFFILIATES, REPRESENTATIVES, AGENTS, DISTRIBUTORS, AND INDEPENDENT CONTRACTORS HAVE NOT MADE REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE **ATM** OR ANY PROJECTED REVENUES OR EXPENSES IN CONNECTION WITH THE OPERATION OF THE ATM.

3. INSTALLATION AND OPERATION OF THE **ATM.**

(a) BB&T may install on the Premises at its own expense an ATM in the approximate location identified in Exhibit "A-1" attached hereto as soon as is practicable after the signing of this Lease. BB&T shall have the right to construct or install upon said Premises the ATM, together with such other improvements, equipment, and facilities necessary or desirable for the operation of the ATM and the conduct of an automated banking operation on the Premises, including but not limited to, security cameras, alarm, HVAC unit, underground or above ground cable, foundations, asphalt and/or concrete pads, and landscaping.

(b) BB&T reserves the right to remove the ATM and all related improvements, equipment, and fixtures upon the expiration of this Lease or other termination of the same. BB&T is not obligated to remove any improvements located below paved surfaces or improvements obstructed by fixed objects located on or around leased Premises.

4. INSPECTION RIGHTS. BB&T shall have ninety (90) days from the date this Lease is executed by both Lessor and BB&T and a fully executed copy thereof delivered by the last party signing the Lease to the party that first executed the same (the "Due Diligence Period") to inspect, examine and survey the Premises and perform such other and further engineering studies, environmental studies, soil tests, investigations, feasibility studies and the like as BB&T, in its sole and absolute discretion shall deem necessary. BB&T agrees to indemnify and save the Lessor harmless from any and all damages or injuries arising out of or in any way connected with the acts or omissions of BB&T, its agents and engineers by reason of such studies, investigations and tests. BB&T's obligations pursuant to this Lease are contingent upon BB&T being satisfied with the results of all such studies, examinations and inspections. If during the Due Diligence Period BB&T shall determine that the Premises are not suitable for BB&T's intended use, then BB&T shall have the right by written notice to the Lessor to terminate this Lease. In the event that BB&T does not exercise its right to terminate the Lease within the Due Diligence Period by giving written notice of the same to Lessor prior to expiration of the Due Diligence Period, then BB&T shall be deemed to have waived its right to terminate the Lease pursuant to the terms of this paragraph. In the event BB&T exercises its right to terminate the Lease pursuant to this paragraph, BB&T (i) shall to the extent practicable restore the Premises to its condition existing immediately prior to the commencement of the Due Diligence Period, and (ii) shall be entitled to a return of any security deposit, rental or other sums paid by BB&T to Lessor hereunder.

5. TERM. The original term of this Lease shall be for a period of one (1) year commencing on November 29, 2004. This Lease shall automatically renew for two (2) additional period of one (1) year upon expiration of the original term unless terminated by BB&T giving Lessor written notice of BB&T's intent not to renew at least thirty (30) days prior to the expiration date of the current term.

BB&T shall be entitled to possession of the Premises *sixty* (60) days prior to the commencement date of the term of the Lease for the purpose of installing the ATM and performing such other work as BB&T deems necessary in its sole discretion to prepare the Premises for operation of BB&T's intended use.

If BB&T shall remain in possession of the Premises after the expiration of the original term and all renewal terms, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the remaining provisions of this Lease shall be applicable except that the Lease may be terminated upon thirty (30) days written notice to the other **party.**

This Lease and the obligations of BB&T hereunder are subject to the approval of BB&T's executive management. BB&T shall have no obligations hereunder until such time as such approval has been obtained. In the event that this Lease is not so approved, the Lease and all obligations of the parties shall become null and void and of no further force or effect.

6. ATM SITE.

(a) Lessor shall make available to BB&T the Premises and so much of the Property of Lessor as is necessary to enable customers to have free and full access to the **ATM** and for maintenance and servicing of the ATM.

(b) The view of the ATM shall be unobstructed and freely accessible to customers.

(c) For the term of this Lease, Lessor grants to BB&T and third party servicing agents access to the ATM and/or related property, for the purposes of servicing. The Premises as provided by Lessor, shall comply with the Americans with Disabilities Act (ADA) accessibility guidelines for such areas.

7. USE OF PARKING FACILITIES AND DRIVEWAYS FOR ACCESS. The Premises are located within the Property which is owned by the Lessor. BB&T, its agents, employees, contractors, and customers and invitees shall have the nonexclusive right and easement to use in common with Lessor and the other tenants of the Property the driveways and parking facilities for access, ingress, and egress of pedestrian and vehicular traffic to the Premises. From time-to-time, BB&T's customers' vehicles may form waiting lines for the ATM on Lessor's Property. Lessor may alter the size, scope, and configuration of the parking facility and driveways of Property, provided that the size, access to, and location of the Premises, and the parking facilities shall not be materially, adversely impaired. **If** access to the Premises through the driveways and parking facility of the Property is materially impaired as determined by BB&T, in its sole and absolute discretion, BB&T shall have the right to terminate this Lease upon thirty **(30)** days written notice to Lessor. Nothing herein shall either limit the discretion of the Lessor in its utilization of the Property or require the Lessor to set aside parking for the use of BB&T's customers or invitees.

8. UTILITY EASEMENTS. It is agreed that BB&T shall have the right as **an** incident to and for the term of this Lease, to enter into agreements and contracts with utility companies creating such easements in favor of the utility companies as may be required in order to service the improvements located on the Premises **and** the Lessor upon consenting thereto, covenants and agrees to execute any and all documents relating thereto. Any physical damage or modifications to Lessor's Property required to install such utilities shall be repaired by BB&T.

9. MAINTENANCE AND SERVICE.

(a) BB&T will provide all furnishings, machinery, and other equipment for the operation of the ATM and will maintain the ATM during the term of the Lease. Lessor grants to BB&T the right to install and maintain any such utility andor communication lines as may be necessary for the proper operation and maintenance of the ATM. BB&T, its agents, subcontractors, or employees will provide supplies (including currency) necessary for the operation of the ATM and will maintain the **ATM** in a good state of repair.

(b) Lessor shall be responsible for maintaining the Premises immediately surrounding the ATM in a safe, neat, and orderly manner. Any damages to the ATM shall be immediately reported to BB&T.

(c) BB&T, at its expense, shall be responsible for electrical services to the Premises including a dedicated 110 amp line to each ATM.

(d) BB&T will provide a dedicated telephone line for host communication.

(e) No claim for damages may be made by either party against the other party hereto, as a result of interruption of the ATM operation except as otherwise expressly provided herein. BB&T will employ diligent efforts to repair and resume operations as quickly as possible.

10. TITLE AND INSURANCE.

(a) The ATM shall at all times remain the sole and absolute property of BB&T.

(b) BB&T shall obtain and maintain in full force and effect at all times during the term of this Lease, including during any renewal periods, a comprehensive general liability policy insuring against personal injury, death, and property damage with a single limit of $ 600,000 per occurrence. Lessor shall obtain and maintain in full force and effect at all times during the term of this Lease, including during any renewal periods, a comprehensive general liability policy insuring against personal injury, death, and property damage with a single limit of $ 300,000 per person and 600,000 per occurrence. Notwithstanding the foregoing, the Lessor may self-insure for any liability set forth herein. The companies writing any insurance that BB&T or Lessor are required to carry and maintain, or caused to be carried or maintained, pursuant to this Lease shall be financially sound and licensed to do business and sell insurance in the jurisdiction of the Premises.

(c) BB&T agrees that it will keep the ATM located on the Premises and all the related equipment insured against loss or damage by fire, with extended coverage for the full insurable value thereof, with the proceeds payable to BB&T.

11. TAXES AND LIENS.

(a) BB&T shall pay all personal property taxes and assessments of every kind that are assessed and levied upon the Premises and upon the ATM installed thereon during the term of

this Lease and its renewals. Lessor shall be responsible for all ad valorem real property taxes upon the Premises and the Property exclusive of the ATM.

(b) Except for any liens to serve the financing of the purchase or improvement of the Property, Lessor shall at all times keep the Premises free of all liens and encumbrances and hereby waives any and all claims or liens, including statutory landlord liens, that it may have on the ATM or the Premises. BB&T agrees that it will pay promptly, when due, all charges and obligations incurred in the construction, maintenance, and upkeep of the ATM upon the Premises and that it will use its best efforts to prevent any liens of any kind from being filed or claimed against the Premises.

12. INDEMNIFICATION. Except as may result by reason of Lessor's or its agents' or employees' negligence, BB&T shall defend, indemnify, and save Lessor harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against Lessor by reason of (i) the presence, operation of or any condition of the **ATM,** or (ii) any failure on the **part** of BB&T to perform or comply with any of the terms of this Lease to the extent by South Carolina law.

Except as may result by reason of BB&T's or its agents' or employees' negligence, Lessor shall defend, indemnify, and save BB&T harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against BB&T by reason of any failure on the part of Lessor to perform or comply with any of the terms of this Lease to the extent provided by South Carolina law.

The obligations of Lessor and BB&T under this paragraph **taking** place while the Lease is in effect shall survive any termination of this Lease. Lessor and BB&T shall promptly notify the other of any occurrences giving rise to indemnification obligations hereunder.

13. RENT. BB&T agrees to pay rent to Lessor during the term of this Lease by check payable to the order of Lessor and mailed to Lessor's notice address provided below in the amount of $2,400 per year paid on a monthly basis of $200 per month in advance on or before the tenth (10th) day of each month.

The rent shall commence on November 29, 2004. The first monthly installment of rental shall include any prorated rental for the period from the rent commencement date to the first full day of the first full calendar month in the term of the Lease.

14. SIGNAGE. Subject to the approval of the Lessor, BB&T may install such signs on the Premises as it, in its sole discretion, elects to install. All such signage shall comply with local codes and ordinances. Such signs shall be removed by BB&T at the expiration of this Lease.

15. LESSOR'S COVENANTS. Lessor covenants and represents that it has good and marketable title to the Premises free and clear of all ground leases, liens, and mortgages, or deeds

of trust affecting BB&T's possession of the Premises, BB&T's use of the Premises, or the rights granted to BB&T hereunder.

This Lease shall be subject and subordinate to the lien of the above-referenced ground leases, liens, mortgages, and deeds of trusts (collectively a "Lien"), which may hereafter encumber or otherwise affect the real estate of which the Premises is a part, or Lessor's interest therein, and to all and any renewals, extensions, modifications, recastings, or refinancings thereof. So long as BB&T is not in default hereunder, BB&T may remain in possession of the Premises pursuant to the terms hereof even though Lessor is in default with respect to such Lien, or an action to foreclose any Lien or to dispossess Lessor is commenced. Any fee which such Lien holder may charge for such agreement shall be paid by Lessor.

16. QUIET ENJOYMENT. Lessor covenants that it has the right to make this Lease for the term aforesaid and covenants that BB&T shall during the full term of this Lease freely, peaceably, and quietly occupy and enjoy the Premises, subject to the provisions herein contained, without hindrance by Lessor or any party claiming by or through Lessor.

17. DESTRUCTION, DAMAGE, AND INTERRUPTION OF SERVICE.

(a) If the Premises are destroyed or damaged by wind, fire, smoke, rain, or other casualty or vandalism to such an extent that public access shall be substantially restricted, then BB&T shall have the option to cancel this Lease effective upon the exercise thereof, which option shall be exercised, if at all by BB&T giving notice to Lessor within ninety (90) days after such event has occurred. Upon such cancellation, BB&T's obligations hereunder and each of them, including the obligation to pay rent, shall cease as of the day the Premises were so damaged. During any period that BB&T, in BB&T's determination, is unable to conduct its normal business operations because of any such casualty damage, rent due hereunder shall be abated.

(b) Should the ATM on the Premises be damaged or destroyed by fire or other casualty, BB&T shall at its sole cost and expense repair or reconstruct the ATM as promptly as is practicable to the same level and extent of quality as existed immediately prior to the fire or other casualty; provided, however, that should the ATM be completely damaged or destroyed by fire or other casualty within the last year of the initial term or during any renewal period (should BB&T have exercised an option to renew), BB&T may elect not to rebuild or repair the ATM and may terminate this Lease without any further liability to the Lessor for rent payments. In the event that BB&T elects not to rebuild or repair the ATM, it shall remove the damaged ATM and restore the Premises to the same condition as existed prior to the installation thereof.

18. CONDEMNATION. If a part of the Premises is condemned or acquired in lieu of condemnation for any public or quasi public use or purpose, by right of eminent domain or otherwise, and BB&T is unable, in BB&T's determination to carry on its normal business operations for a period of thirty (30) days or more, BB&T shall have the right to terminate this Lease by giving written notice of such termination to Lessor no later than ninety (90) days after the occurrence of such condemnation. Upon such termination, BB&T's obligations hereunder, including the obligation to pay rent, shall cease as of the day the Premises were condemned.

During any period that BB&T in BB&T's determination, is unable to conduct its normal business operations because of the condemnation, rent due hereunder shall be abated. BB&T may make a separate claim against the condemning authority for an award for the value of BB&T's personal property and trade fixtures, removing and relocation expenses and for such business damages and/or consequential damages as may be allowed by law.

In the event the Premises are partially condemned and BB&T shall determine that it is able to carry on its normal business operations, BB&T shall pay rent for only such portion of the Premises which BB&T in its determination may reasonably occupy during the time after such partial condemnation.

19. DEFAULT BY BB&T. If: (i) BB&T fails to pay rent, although no legal or formal demand has been made, and such failure to pay rent continues for a period of ten (10) business days after written notice has been delivered by Lessor to BB&T in accordance with the section of this Lease entitled "NOTICES", or (ii) BB&T violates or fails to perform any of the other conditions, covenants, or agreements of this Lease made by BB&T, and any violation or failure to perform any of those conditions, covenants, or agreements continues for a period of thirty (30) business days after written notice thereof has been delivered by Lessor to BB&T in accordance with the section of this Lease entitled "NOTICES", or in cases where the violation or failure to perform cannot be corrected within thirty (30) business days, BB&T does not begin to correct the violation or failure to perform within thirty (30) business days after receiving Lessor's written notice and/or BB&T thereafter does not diligently pursue the correction of the violation or failure to perform; then in any such event BB&T shall be deemed in default under this Lease (a "BB&T Default").

In the event of a BB&T Default, Lessor shall have the option of either:

(i) Terminating this Lease, in which case, Lessor may thereafter proceed to recover possession under and by virtue of the provisions of the laws of the jurisdiction in which the Premises is located or by such other proceedings, including re-entry and possession, as may be applicable; or

(ii) Lessor may elect to continue the Lease and recover from BB&T all rent due under the Lease as and when the same becomes due, including at Lessor's option, undertaking separate actions, from time-to-time, as said failure to pay rent by BB&T occurs or Lessor may defer until the expiration of the term of this Lease the recovery of all unpaid rent from BB&T due under the Lease; provided Lessor may not accelerate the remaining rent due under the Lease, nor obtain a judgment for anticipated default or similar means for future rent due under the Lease based upon the occurrence of a BB&T Default.

In the event Lessor undertakes option (i) above, everything herein contained on the part of Lessor and BB&T to be done and performed shall cease as of the date of the termination of the Lease, except that BB&T shall be liable for all direct damages sustained by Lessor, provided such damages of Lessor for which BB&T would be liable may not exceed six *(6)* months of the then applicable rental.

20. DEFAULT BY LESSOR. The occurrence of any one or more of the following events shall constitute a default by Lessor ("Lessor Default"):

The failure by Lessor to observe or perform any of the covenants, conditions, or provisions of this Lease where such failure shall continue for a period of thirty (30) business days after receipt of written notice thereof from BB&T to Lessor; provided, however, that if the nature of Lessor's Default is such that it cannot be cured solely by payment of money and that more than thirty (30) business days may be reasonably required for such cure, then Lessor shall not be deemed to be in default if Lessor shall commence such cure within such thirty (30) business day period and shall thereafter diligently prosecute such cure to completion.

In the event of a Lessor Default, Lessor shall be liable for all damages sustained by BB&T on account of such Lessor Default. In the event of a Lessor Default, BB&T may cancel this Lease by providing notice to that effect to Lessor. In the event BB&T cancels this Lease as a result of such Lessor Default, BB&T shall be released from all obligations arising under the Lease after the date such cancellation is effective. In the event of a Lessor Default, then BB&T in addition to other rights or remedies it may have, at BB&T's sole option, may perform such obligations of Lessor. BB&T shall have the right to set off any expense incurred thereby against any rent or other payment due or to become due hereunder from BB&T.

21. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES. Lessor represents and warrants that to the best knowledge of Lessor, the Premises (including land, surface water, ground water and improvements) is now and will be free of all contamination, including without limitation (i) any "hazardous waste", "underground storage tanks", "petroleum", "regulated substance", or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability act of 1980 (41 U.S.C. §9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil" or other "hazardous substances" as defined by the Oil and Hazardous Substances Control Act of 1976; and (iv) any substance the presence of which on, in, or under the Premises, is prohibited by any law similar to those set forth above. In the event that any such contamination exists on the Premises, BB&T shall have the right to terminate this Lease and all of its further obligations hereunder upon thirty (30) days prior written notice to Lessor.

BB&T agrees that during the term of this Lease, it will comply with any and all federal, state, or local environmental laws regulating BB&T's use and occupancy of the Premises, including, without limitations, any such laws regulating hazardous substances or hazardous wastes as defined above.

22. NOTICES. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by overnight commercial courier (such as Federal Express); by certified mail, return receipt requested; or by registered mail, postage prepaid, and addressed as follows:

(i) If mailed to Lessor at:
City of Columbia
Attn: City Manager
PO Box 147
Columbia, SC 29217

If hand delivered or delivered by commercial courier to Lessor at:
City of Columbia
Attn: City Manager
Need street address
Columbia, SC 29217

(ii) If mailed to BB&T at:
P. O. Box 1220
Winston-Salem, N. C. 27102-1220
Attention: Real Estate Services

If hand delivered or delivered by commercial courier to BB&T at:
2825 Reynolda Road
Winston-Salem, NC 27106
Attention: Real Estate Services

The party to receive notices and the place notices are to be sent for either Lessor or BB&T may be changed by notice given pursuant to the provisions of this paragraph.

23. GOVERNMENTAL APPROVALS. This Lease and the obligations of BB&T hereunder shall be subject to and conditioned upon BB&T's ability to obtain approval for the establishment, location, and operation of the ATM within the Premises from all federal and/or state regulatory agencies having jurisdiction and the issuance of any and all state or local governmental licenses or permits necessary to construct and install the ATM. Any and all zoning applications shall be subject to the Lessor's review and approval, such approval not to be unreasonably withheld or delayed by Lessor.

24. GOVERNING LAW. This Lease and the rights of obligations of Lessor and BB&T hereunder shall be governed by the laws of the jurisdiction of which the Premises is located.

25. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and BB&T or to create any other relationship between the parties hereto other than that of landlord and tenant.

26. ASSIGNMENT AND SUBLETTING. BB&T may, without the consent or approval of the Lessor, sell, assign, and/or transfer this Lease and/or sublet any or all parts of the Premises to any parent, subsidiary, affiliate, or controlled corporation of BB&T, or to any successor by merger, consolidation, or other corporate transfer. Except as aforesaid, BB&T will not assign this Lease or sublet the Premises or any part thereof without approval first had and obtained from the Lessor, which approval may not be unreasonably withheld or delayed. Such assignment or

transfer shall not be construed as a waiver or release of BB&T from the terms of any covenant or obligations under this Lease.

27. FORCE MAJEURE. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, riot, war, labor disputes, delays or restrictions, by governmental bodies, inability to obtain or use necessary materials, failure or malfunction of computer or telecommunications equipment, hardware or software or any cause beyond the reasonable control of such party (any such delay being called "unavoidable delay") provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

28. HEADINGS, GENERAL OR PLURAL FORM. The headings for each paragraph are for convenience of reference only and shall not be deemed to be a part of this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

29. BENEFIT *AND* BURDEN. The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Lessor and BB&T and each of Lessor's and BB&T's representatives, successors, and assigns.

30. CORPORATE LESSOR. If Lessor is a corporation, the parties executing this Lease on behalf of Lessor hereby represent and warrant that Lessor is a duly incorporated or a duly qualified (if a foreign corporation) corporation and authorized to do business in the state in which the Premises are located; and that the party or parties executing this Lease on behalf of Lessor is an officer or are officers of Lessor, and that he or they as such officers are duly authorized to sign and execute this Lease.

31. WAIVER. The failure of either party to enforce at any time any provision of this Lease or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or any right in connection with any subsequent breach or default, and shall not in any way affect the validity of this Lease or any part hereof, or limit, prevent, or impair the right of such Party subsequently to enforce such provision or exercise such right.

32. ENFORCEMENT OF LEASE. In the event either party is required or elects to take legal action to enforce against the other party the performance of such other party's obligations under this Lease, then such other parties shall immediately reimburse said party for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by said party in its successful prosecution or defense of that legal action.

33. SAVINGS CLAUSE. If any provision of this Lease or the application thereof to any person or circumstances is held invalid to any extent, then the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and each provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

34. COMPLETE AGREEMENT. This Lease constitutes the complete agreement and understanding of the parties hereto and their representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied in this Lease shall be of any force or effect.

35. AMENDMENT. This Lease may not be modified, amended, or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and BB&T have caused this Lease to be signed in their names by their duly authorized representatives and delivered as their act and deed intending to be legally bound by its terms and provisions.

LESSOR

City of Columbia, SC

WITNESS:

By: Carter Alexander

Title: Finance Director

Date: 11/29/04

LESSOR TAX ID NUMBER: 576000229

APPROVED AS TO FORM ONLY
NO OPINION IS EXPRESSED AS TO LEGALITY.

City Attorney/Asst.

LESSEE:

BRANCH BANKING & TRUST ***COMPANY***

WITNESS:

By:

Title: Asst VP

Date: 12-3-04

STATE OF South Carolina
COUNTY OF Richland

I, Edith V. Fisher, a Notary Public of the County and State aforesaid, certify that Catherine Alexander personally came before me this day and acknowledged that he/she is Finance Director of City of Columbia, a corporation, and that he/she, as Finance Director, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 29th day of November, **2004.**

Edith V. Fisher
Notary Public

My commission expires: 8-19-2012
(Notary Seal)

My Commission Expires
August 19, 2012

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I, DOTTIE BODENHAMER, a Notary Public of the County and State aforesaid, certify that BOBBY FULK personally came before me this day and acknowledged that he/she is ASST. VP of BRANCH BANKING AND TRUST COMPANY, a corporation, and that he/she, as ASST. VP, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 3rd day of DECEMBER, 2004.

Dottie Bodenhamer
Notary Public

My commission expires: 12/15/2007
(Notary Seal)

OFFICIAL SEAL
DOTTIE BODENHAMER
NOTARY PUBLIC NORTH CAROLINA
COUNTY OF DAVIDSON
My Commission Expires 12-15-2007

#105932

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-091 - Granting an encroachment to First Presbyterian Church of Columbia for installation and maintenance of concrete sidewalks, landscaping and an irrigation system within the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-091 encroach First Presbyterian Church 1400 Lady (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-091

Granting an encroachment to First Presbyterian Church of Columbia for installation and maintenance of concrete sidewalks, landscaping and an irrigation system within the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12

WHEREAS, First Presbyterian Church of Columbia (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12 for installation and maintenance of a concrete sidewalk approximately one hundred forty-four (144') feet in length and approximately eight (8') feet in width and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length along Lady Street and a concrete sidewalk approximately one hundred twenty-two (122') feet in length and approximately eight (8') feet in width along Marion Street; and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length and landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this_____day of _____, 2017, that Grantee is hereby granted the right to use a portion of the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12 for installation and maintenance of a concrete sidewalk approximately one hundred forty-four (144') feet in length and approximately eight (8') feet in width and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length along Lady Street and a concrete sidewalk approximately one hundred twenty-two (122') feet in length and approximately eight (8') feet in width along Marion Street; and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length and landscaping and irrigation, as shown on the attached drawing.

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

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

LEGAL DEPARTMENT DRAFT

2. Grantee is responsible for all maintenance.

3. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

5. No permanent structures or trees are allowed in the City's utility easements.

6. A hold harmless agreement is required for any proposed infrastructure located within the City's utility easements.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

Last revised: 10/5/2017

17100876

CITY COUNCIL
ENCROACHMENT SUMMARY
2017-091

1400 BLOCK OF LADY STREET AND 1200 BLOCK OF MARION STREET ADJACENT TO 1400 LADY STREET CONCRETE SIDEWALK, LANDSCAPING AND IRRIGATION FIRST PRESBYTERIAN CHURCH OF COLUMBIA

Subject Property:	Right-of-ways adjacent to 1400 Lady Street, TMS#11401-04-01 and 11401-04-12
Council District:	2
Proposal:	The applicant is requesting to encroachment for installation and maintenance of a concrete sidewalks, landscaping and an irrigation system
Applicant:	First Presbyterian Church of Columbia
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of a concrete sidewalk approximately one hundred forty-four (144') feet in length and approximately eight (8') feet in width and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length along Lady Street and a concrete sidewalk approximately one hundred twenty-two (122') feet in length and approximately eight (8') feet in width along Marion Street; and two concrete walkways approximately three (3') feet in width and twelve (12') feet in length and landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Prior to installation, brick pavers must be reviewed and approved by the Design Development Review Commission Staff.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval. Staff would prefer ground cover in lieu of sod.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.

Land Development	Recommend approval.
Fire	Recommend approval.
Parking Services	Recommend approval.

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: 6/22/2017 Property Owner: First Presbyterian Church

Applicant's Name if different from Property Owner: The Landplan Group South

Contact Information: Telephone Number: 803.256.0562 Fax Number: 803.256.0572

Mailing address: 1621 Pickens St. Columbia, SC 29201 E-mail address: hburnett@landplansouth.com

Business Name/Development Name for Encroachment: First Presbyterian Church

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System X Landscaping ____ Driveway ____ Pavers X Sidewalk/Walkway
Planters Awning Underground Utilities Other:

Dimensions (height/width/length): 144'x5' Sidewalk; 122'x6' Sidewalk; 5 trees (Arapaho Crape Myrtle)
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Concrete

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

City of Columbia

1400 Lady Street - First Presbyterian Encroachment

Monday, August 14, 2017



CITY OF COLUMBIA GIS DATA DISCLAIMER

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1401 Lady St
Columbia, South Carolina
View on Google Maps

Google
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1216 Marion St
Columbia, South Carolina
View on Google Maps

Google
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FIRST PRESBYTERIAN CHURCH IMPROVEMENTS

CONSTRUCTION DRAWINGS

LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

PROJECT OWNER

FIRST PRESBYTERIAN CHURCH
1324 MARION STREET
COLUMBIA, SC 29201
803.799.9062

CIVIL ENGINEER

THE LANDPLAN GROUP SOUTH, INC.
HOYT C. BURNETT, PE
1621 PICKENS STREET
COLUMBIA, SC 29201
PHONE: 803.256.0562
FAX: 803.256.0572
hburnett@landplansouth.com

SHEET INDEX

1	COVER
2	EXISTING CONDITIONS
3	DEMOLITION PLAN
4	LAYOUT PLAN
5	LANDSCAPING PLAN
6	SITE DETAILS



VICINITY MAP
NOT TO SCALE

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FILE NAME: 739 A		W.I.A.	H.C.B.	5.13.17
		DWN.	CHKD.	DSGN. MM.DD.YY

FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA
NOTES

JOB #: 739-A
SCALE: N.T.S.
SHEET: 1 OF 6

PLOTTED BY: HCB

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- Drainage Manhole
- Catch Basin
- Catch Basin
- Drop Inlet
- Water Meter
- Water Vault
- Irrigation Valve
- Water Valve
- Power Meter
- Power Unit
- Power Unit
- Utility Pole
- Light Pole
- Parking Meter
- Gas Meter
- Tele. Manhole
- Tele. j.b.
- Sign
- Bollard
- Flagpole (Typ.)
- Painted Striping
- Roll Curb
- 6 # of Existing Parking Spaces
- Wall
- Conc. Curb & Gutter
- R.C.P. (Approx. Loc.)
- Overhead Utility Line
- Guy Wire (Typ.)
- 320.00 Existing Grade Spot Elevation

0.51 ACRE

F.F.E. Elev.=325.93

Ramp

Eave 0.3' Outside Prop. Line

Asphalt 1.3' Inside Prop. Line

Eave

Grass

Storm Junction MH
Top=322.59
Inv.(a)=319.71
Inv.(b)=319.71

15" RCP

Clay Pipe

Concrete is along or near Prop. Line

Chain-link Fence (Typ.)

Asphalt 1.0' Inside Prop. Line

6" Clay

12" RCP

15" RCP Changes to 12" RCP at unknown location

Storm MH
Rim=322.40
Inv.(a)=320.05
Inv.(b)=320.05
Inv.(c)=320.10
Inv.(d)=320.10

6" Metal

12" RCP

Asphalt (Typ.)

Sewer Manhole
Rim=322.75
Inv.(a)=315.55
Inv.(b)=316.55
(Debris in MH– Inv. are +/– & unable to verify pipe sizes)

8" PVC (Srv.)

Planter Area

Drop Inlet
Grate=321.70
Inv.(a)=320.27
Inv.(b)=320.27

Drop Inlet
Grate=322.02
Inv.=320.41

12" RCP

COMPACT

3" Water Line

Elec. Grate

Elec. Manhole

THREE STORY BRICK VENEER & CONC. BLOCK BUILDING

NO. 1400 LADY STREET

1
0.49 ACRE

2
0.19 ACRE

LADY STREET (100' R/W)

Cleanout

Brick Walk (Typ.)

Concrete Curb & Gutter (Typ.)

Cleanout

Light Pole (Typ.)

4" Water Line

Water Vault

6" Water Line

Fire Hydrant

Trapdoor

Block Wall (Typ.)

Light Pole (Typ.)

Sign (Typ.)

Asphalt (Typ.)

Concrete (Typ.)

Tele. J.B. (Typ.)

Sign

Parking Meter (Typ.)

Planter Area

Planter Area

Planter Area

Planter Area

0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	LAGERSTROEMIA INDICA X FAUERI 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	6	2" CAL.	AS SHOWN
B	ACER PALMATUM VAR. ATROPURPUREUM 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	1	2" CAL.	AS SHOWN

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FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA
EXISTING CONDITIONS

JOB #: 739-A
SCALE: 1"=10'
SHEET: 2 OF 6

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Drainage Manhole
Catch Basin
Catch Basin
Drop Inlet
Water Meter
Water Vault
Irrigation Valve
Water Valve
Power Meter
Power Unit
Power Unit
Utility Pole
Light Pole

Parking Meter
Gas Meter
Tele. Manhole
Tele. j.b.
Sign
Bollard
Flagpole (Typ.)
Painted Striping
Roll Curb
6 # of Existing Parking Spaces

Wall
Conc. Curb & Gutter
R.C.P. (Approx. Loc.)
Overhead Utility Line
Guy Wire (Typ.)
320.00 Existing Grade Spot Elevation

Grass
Storm Junction MH Top=322.59 Inv.(a)=319.71 Inv.(b)=319.71
15" RCP
Clay Pipe
Eave
F.F.E. Elev.=325.93
Ramp
Eave 0.3' Outside Prop. Line
Asphalt 1.3' Inside Prop. Line
1.9'
0.31 ACRE
Concrete is along or near Prop. Line
Chain-link Fence (Typ.)
Asphalt 1.0' Inside Prop. Line
15" RCP
12" RCP
6" Clay
6" Metal
Sewer Manhole Rim=322.75 Inv.(a)=315.55 Inv.(b)=316.55 (Debris in MH– Inv. are +/– & unable to verify pipe sizes)
PVC (Sve.)
15" RCP Changes to 12" RCP at unknown location
Storm MH Rim=322.40 Inv.(a)=320.05 Inv.(b)=320.05 Inv.(c)=320.10 Inv.(d)=320.10
Asphalt (Typ.)
Drop Inlet Grate=321.70 Inv.(a)=320.27 Inv.(b)=320.27
Drop Inlet Grate=322.02 Inv.=320.41
COMPACT
EXISTING TREE TO BE REMOVED
Planter Area
3" Water Line
Elec. Grate
Elec. Manhole
THREE STORY BRICK VENEER & CONC. BLOCK BUILDING
NO. 1400 LADY STREET
1 0.49 ACRE
2 0.19 ACRE
LADY STREET (100' R/W)
Back Walk (Typ.)
Cleanout
Concrete Curb & Gutter (Typ.)
Light Pole (Typ.)
BRICK PAVERS BENEATH BUILDING OVERHANG TO BE REMOVED
4" Water Line
Water Vault
6" Water Line
Fire Hydrant
Trapezoid
Block Wall (Typ.)
Sign (Typ.)
Asphalt (Typ.)
Concrete (Typ.)
Tele. J.B. (Typ.)
Sign
Parking Meter (Typ.)
Planter Area
TREE PROTECTION, TYP.
BRICK PAVERS TO BE REMOVED

0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PALMETTO UTILITY PROTECTION SERVICE
Don't Dig! Before you call toll free 1-888-721-7877
A one call system for community and job safety

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	LAGERSTROEOMIA INDICA X FAUERI "ARAPAHO"	ARAPAHO CRAPE MYRTLE	6	2" CAL.	AS SHOWN
B	ACER PALMATUM VAR. ATROPURPUREUM "BLOODGOOD"	BLOODGOOD JAPANESE MAPLE	1	2" CAL.	AS SHOWN

PLANT SCHEDULE

PLOTTED BY: HCB

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FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA
DEMOLITION PLAN

JOB #: 739-A
SCALE: 1"=10'
SHEET: 3 OF 6

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- Drainage Manhole
- Catch Basin
- Catch Basin
- Drop Inlet
- Water Meter
- Water Vault
- Irrigation Valve
- Water Valve
- Power Meter
- Power Unit
- Power Unit
- Utility Pole
- Light Pole
- Parking Meter
- Gas Meter
- Tele. Manhole
- Tele. j.b.
- Sign
- Bollard
- Flagpole (Typ.)
- Painted Striping
- Roll Curb
- 6 — # of Existing Parking Spaces
- Wall
- Conc. Curb & Gutter
- R.C.P. (Approx. Loc.)
- Overhead Utility Line
- Guy Wire (Typ.)
- 320.00 — Existing Grade Spot Elevation

GENERAL NOTES:

1. ALL CONTRACTORS/SUBCONTRACTORS/PERSONS THAT WILL BE ENGAGED IN LAND DISTRUBING ACTIVITIES SHALL COMPLY WITH ALL EROSION CONTROL AND STORMWATER POLLUTION PREVENTION REQUIREMENTS CONTAINED THROUGHOUT THE DRAWINGS, SPECIFICATIONS AND PERMITS.

2. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY COX & DINKINS, PHONE (803) 254-0518. CONTRACTOR TO COORDINATE ACCURATE BENCHMARK WITH SURVEYOR PRIOR TO CONSTRUCTION.

3. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS AND ROADWAYS DURING CONSTRUCTION.

4. THE EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES PRIOR TO BEGINNING ANY WORK. IF UTILITIES OTHER THAN THOSE SHOWN HEREON ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND TAKE APPROPRIATE MEASURES TO PROTECT THE LINE(S) AND ENSURE CONTINUED SERVICE. DAMAGE CAUSED TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL VERIFY THE CONNECTION POINTS OF NEW UTILITIES TO EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

5. THE CONTRACTOR SHALL INSTALL TREE PROTECTION BARRICADES PRIOR TO BEGINNING EARTHWORK OPERATIONS, AS SHOWN ON PLANS.

6. OFF-SITE BORROW NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR FROM SOURCES DEVELOPED BY THE CONTRACTOR.

7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF UNSUITABLE MATERIAL IS DISCOVERED PRIOR TO BEGINNING ANY REMOVAL OPERATION.

8. THE CONTRACTOR SHALL GRADE DISTURBED AREA TO MATCH EXISTING CONDITIONS AND SOD OR LANDSCAPE ALL DISTURBED AREAS.

9. ALL TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE SOUTH CAROLINA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, BOTH CURRENT EDITIONS.

10. CONTRACTOR SHALL GRADE ALL AREAS TO DRAIN FOR POSITIVE FLOW PRIOR TO FINAL APPROVAL. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING.

11. THE DESIGN ADEQUACY AND SAFETY OF ALL BRACING, SHORING AND TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

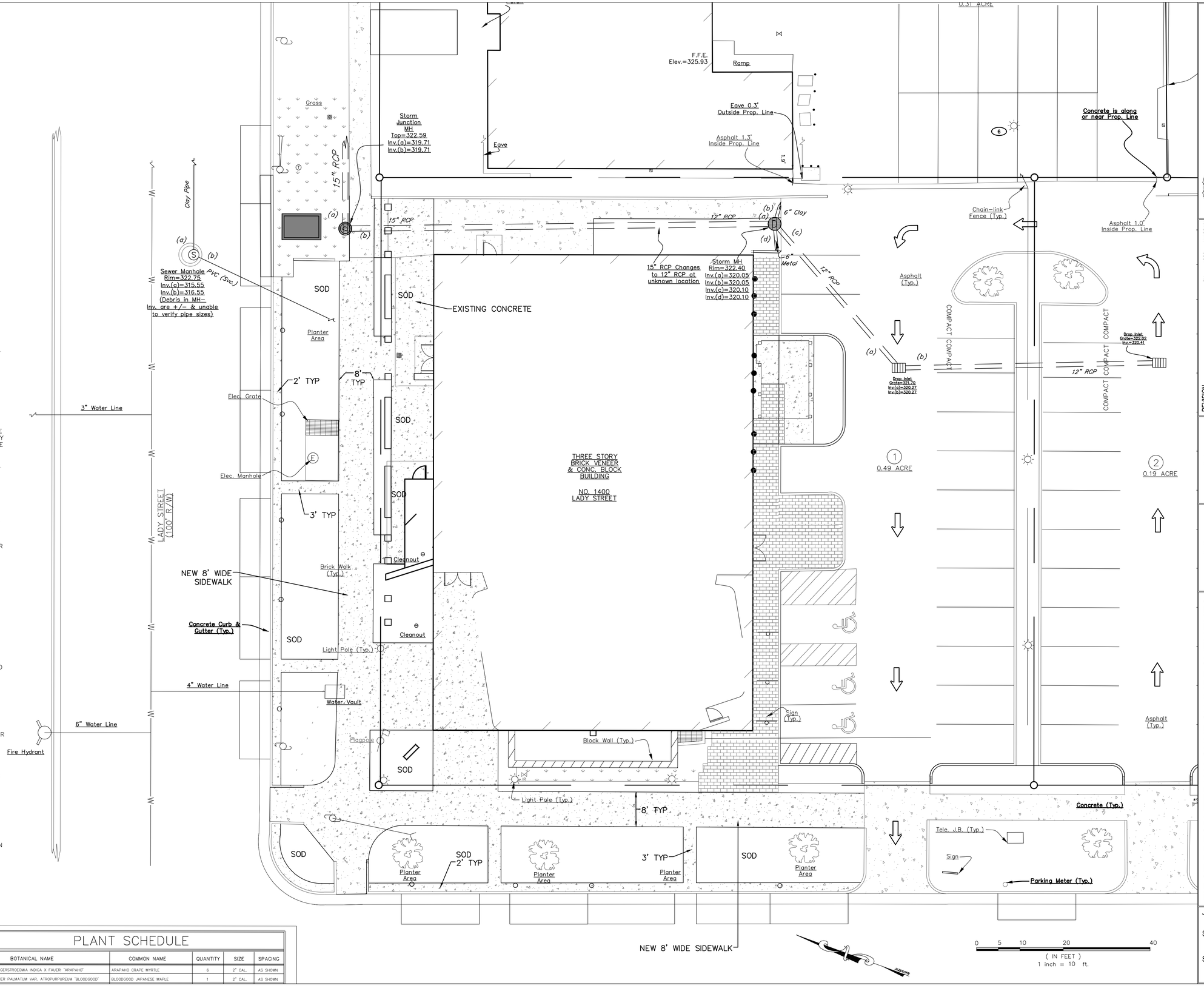
12. ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF COLUMBIA.

13. IN PERFORMING CONSTRUCTION OBSERVATION VISITS TO THE JOBSITE, THE ENGINEER SHALL HAVE NO CONTROL OVER NOR RESPONSIBILITY FOR THE CONTRACTOR'S MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES IN PERFORMING THE WORK.

14. THE CONTRACTOR'S MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES IN PERFORMING THE WORK IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR, WHO IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL HEALTH AND SAFETY PRECAUTIONS AS REQUIRED BY ANY REGULATORY AGENCY AND THE SPECIFICATIONS DEVELOPED FOR THIS SCOPE OF WORK.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR DESIGN, ADEQUACY AND IMPLEMENTATION OF ALL DEWATERING. DISCHARGES FROM DEWATERING DEVICES SHALL BE EQUIPPED SO AS TO PREVENT EROSION AND/OR DEPOSITION OF SEDIMENT BEYOND CONSTRUCTION LIMITS.

16. ALL DEMOLITION MATERIAL TO BE HAULED OFF SITE AT CONTRACTOR'S EXPENSE.



PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	LAGERSTROEOMA INDICA X FAUERI "ARAPAHO"	ARAPAHO CRAPE MYRTLE	6	2" CAL.	AS SHOWN
B	ACER PALMATUM VAR. ATROPURPUREUM "BLOODGOOD"	BLOODGOOD JAPANESE MAPLE	1	2" CAL.	AS SHOWN

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5.	DWN.	CHKD.	MM.DD.YY
FILE NAME: 739 A			

FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA
LAYOUT PLAN

JOB #: 739-A
SCALE: 1"=10'
SHEET: 4 OF 6

PLOTTED BY: HCB

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Grass
Storm Junction MH
Top=322.59
Inv.(a)=319.71
Inv.(b)=319.71
15" RCP
Clay Pipe
Asphalt 1.3' Inside Prop. Line
MULCH
12" RCP
6" Clay
6" Metal
15" RCP Changes to 12" RCP at Unknown location
Storm MH
Rim=322.40
Inv.(a)=320.05
Inv.(b)=320.05
Inv.(c)=320.10
Inv.(d)=320.10
Concrete is along or near Prop. Line
Chain-link Fence (Typ.)
TREE PROTECTION
Asphalt 1.0' Inside Prop. Line
EX. TREE TYPICAL
Asphalt (Typ.)
COMPACT
Drop Inlet
Grate=322.02
Inv.=320.41
Drop Inlet
Grate=321.72
Inv.(a)=320.27
Inv.(b)=320.27
Sewer Manhole
Rim=322.75
Inv.(a)=315.55
Inv.(b)=316.55
(Debris in MH- Inv. are +/- & unable to verify pipe sizes)
PVC (Svc.)
SOD
Planter Area
A 2
3" Water Line
Elec. Grate
Elec. Manhole
LADY STREET (100' R/W)
C 5
D 42
Brick Walk (Typ.)
Cleanout
B 1
Concrete Curb & Gutter (Typ.)
Light Pole (Typ.)
4" Water Line
Water Vault
6" Water Line
Fire Hydrant
Flagpole
A 4
Block Wall (Typ.)
EXISTING GRASS
Sign (Typ.)
Light Pole (Typ.)
1 0.49 ACRE
2 0.19 ACRE
Wall 0.2' Outside Prop. Line
Concrete (Typ.)
*SCE&G Light Pole #24023 *SEE NOTE BELOW*
Tele. J.B. (Typ.)
Sign
Parking Meter (Typ.)
E 1
Unknown Utility Manhole Rim=320.04 (Unable to Access)

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	LAGERSTROEOMIA INDICA X FAUERI 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	6	2" CAL.	AS SHOWN
B	ACER PALMATUM VAR. ATROPURPUREUM 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	1	2" CAL.	AS SHOWN
C	ILEX X ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	5	2" CAL.	AS SHOWN
D	CEPHALOTAXUS HARRINGTONIA 'PROSTRATA'	SPREADING JAPANESE YEW	42	1 GAL.	3' O.C.
E	QUERCUS PHELLOS	WILLOW OAK	1	2" CAL.	AS SHOWN
	SOD	SOD	4,314 S.F.	--	AS SHOWN
	MULCH	MULCH	650 S.F.	--	AS SHOWN

NOTE: ALL LANDSCAPING AND SOD TO BE MECHANICALLY IRRIGATED

MARION STREET (100' R/W)

0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

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FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA

LANDSCAPING PLAN

JOB #: 739-A
SCALE: 1"=10'
SHEET: 5 OF 6

PLOTTED BY: HCB

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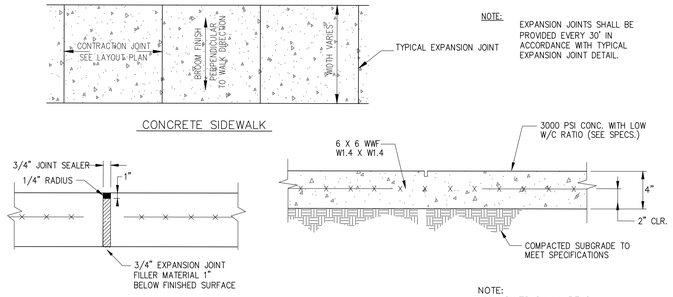


NOTE:
EXPANSION JOINTS SHALL BE PROVIDED EVERY 30' IN ACCORDANCE WITH TYPICAL EXPANSION JOINT DETAIL.

CONCRETE SIDEWALK

TYPICAL EXPANSION JOINT
(FOR SIDEWALK)

NOTE:
ALL JOINTS SHALL BE SAWN WITH ROUTER BLADE TO SIMULATE TOOLED JOINT.

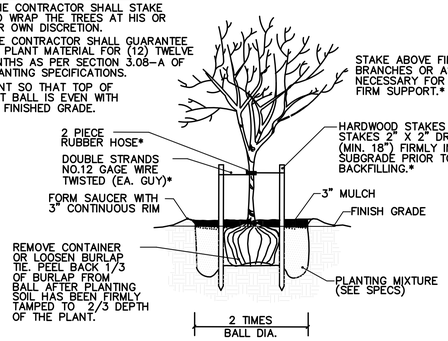
NOTES

1. CONCRETE SCORING 5' O.C. AND EXPANSION JOINTS AT 30' O.C.
2. SIDEWALK CROSS SLOPE BE NO STEEPER THAN 1:48 AND SHALL MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (SECTION 403.3).

SIDEWALK DETAIL
NOT TO SCALE

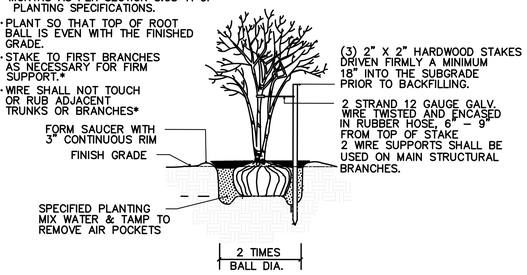
PLANT DETAILS

NOTE:
- *THE CONTRACTOR SHALL STAKE AND WRAP THE TREES AT HIS OR HER OWN DISCRETION.
- THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR (12) TWELVE MONTHS AS PER SECTION 3.08-A OF PLANTING SPECIFICATIONS.
- PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE.



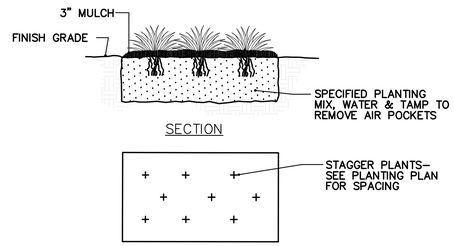
LARGE TREE PLANTING AND STAKING DETAIL
not to scale

NOTE:
- *THE CONTRACTOR SHALL STAKE AND WRAP THE TREES AT HIS OR HER OWN DISCRETION.
- THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR (12) TWELVE MONTHS AS PER SECTION 3.08-A OF PLANTING SPECIFICATIONS.
- PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE.
- STAKE TO FIRST BRANCHES AS NECESSARY FOR FIRM SUPPORT.*
- WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS OR BRANCHES*

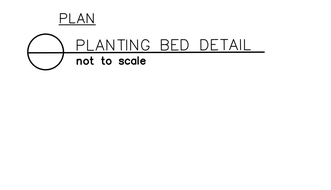


SMALL & MULTI-TRUNK TREE PLANTING & STAKING DETAIL
not to scale

NOTE: ENTIRE PLANTING BED SHALL BE TILLED AND PREPARED AS SPECIFIED.



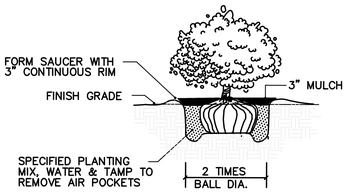
SECTION



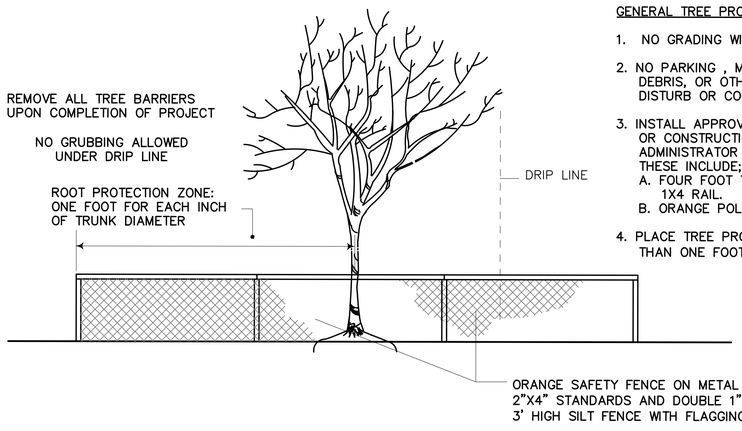
PLAN

PLANTING BED DETAIL
not to scale

NOTE:
- PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE.



SHRUB PLANTING DETAIL
not to scale



TREE PROTECTION DETAIL
not to scale

GENERAL TREE PROTECTION NOTES:

1. NO GRADING WITHIN THE TREE PROTECTION ZONE.
2. NO PARKING , MATERIAL STORAGE, BURY PITS, CONCRETE WASHOUT, BURNING OF DEBRIS, OR OTHER SIMILAR CONSTRUCTION SITE ACTIVITIES THAT COULD DISTURB OR COMPACT THE SOIL WITHIN THE TREE PROTECTION ZONE.
3. INSTALL APPROVED TREE PROTECTION BARRIERS PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION ACTIVITY AND KEEP BARRIERS IN PLACE UNTIL ZONING ADMINISTRATOR OR LAND DEVELOPMENT PLANNER APPROVES THEIR REMOVAL. THESE INCLUDE;
   A. FOUR FOOT TALL WOODEN POST AND RAIL FENCING OF 2X4 POSTS AND DOUBLE 1X4 RAIL.
   B. ORANGE POLYETHYLENE LAMINAR FENCING MOUNTED ON WOODEN POSTS.
4. PLACE TREE PROTECTION BARRIERS AROUND THE TREES IN A RADIUS OF NO LESS THAN ONE FOOT (1') FOR EVERY ONE INCH (1") OF TREE DIAMETER.

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-800-922-0983
UNDERGROUND LOCATORS. CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

@ PLANT KEY
# QUANTITY

THE LANDPLAN GROUP SOUTH
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COLUMBIA, S.C. 29201
P. 803.256.5542
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FIRST PRESBYTERIAN CHURCH IMPROVEMENTS
CONSTRUCTION DRAWINGS
CITY OF COLUMBIA, SOUTH CAROLINA
DETAILS

JOB #: 739-A
SCALE: N.T.S.
SHEET: 6 OF 6

PLOTTED BY: MJB

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-092 - Granting an encroachment to the OBS, LLC for installation and maintenance of a concrete and brick paver walkway within the right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-092 encroach OBS, LLC 1515 Lady Street (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-092

Granting an encroachment to the OBS, LLC for installation and maintenance of a concrete and brick paver walkway within the right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17

WHEREAS, the OBS, LLC (hereinafter "Grantee") desires to utilize a portion of the sidewalk right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17 for installation and maintenance of a concrete and brick paver walkway approximately six (6') feet in width and twenty (20') feet in length, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that the Grantee is hereby granted the right to use a portion of the sidewalk right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17 for installation and maintenance of a concrete and brick paver walkway approximately six (6') feet in width and twenty (20') feet in length, as shown on the attached drawing.

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

PROVIDED, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Prior to installation, brick pavers must be reviewed and approved by the Design Development Review Commission staff.

LEGAL DEPARTMENT DRAFT

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

Last revised: 10/5/2017
17100877

CITY COUNCIL
ENCROACHMENT SUMMARY
2017-092

1515 LADY STREET
CONCRETE AND BRICK WALKWAY

Subject Property:	Right-of-ways adjacent to 1515 Lady Street, TMS#11402-12-17
Council District:	2
Proposal:	The applicant is requesting to encroachment for installation and maintenance of a concrete and brick walkway
Applicant:	OBS, LLC
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of a concrete and brick paver walkway approximately six (6') feet in width and twenty (20') feet in length, as shown on the attached drawing. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Prior to installation, brick pavers must be reviewed and approved by the Design Development Review Commission Staff.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.
Parking Services	Recommend approval.

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

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

Date: June 22, 2017 Property Owner: OBS, LLC

Applicant's Name if different from Property Owner: Jessica Dahl

Contact Information: Telephone Number: 803-256-2233 Fax Number: 803-256-9177

Mailing address: 1515 Lady Street, Columbia, SC 29201 E-mail address: jad@swblaw.com

Business Name/Development Name for Encroachment: Sweeny, Wingate & Barrow P.A.

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping ____ Driveway ____ Pavers YES Sidewalk/Walkway
Planters Awning Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps): 5x20 concrete sidewalk extending from existing sidewalk to Lady Street lined with brick borders (6 inches on each side)and 3 expansion joints. End result is 6x20 walkway from the city sidewalk to Lady Street.

Construction material: Concrete and brick

☐ *OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

City of Columbia

1515 Lady Street - Walkway Encroachment

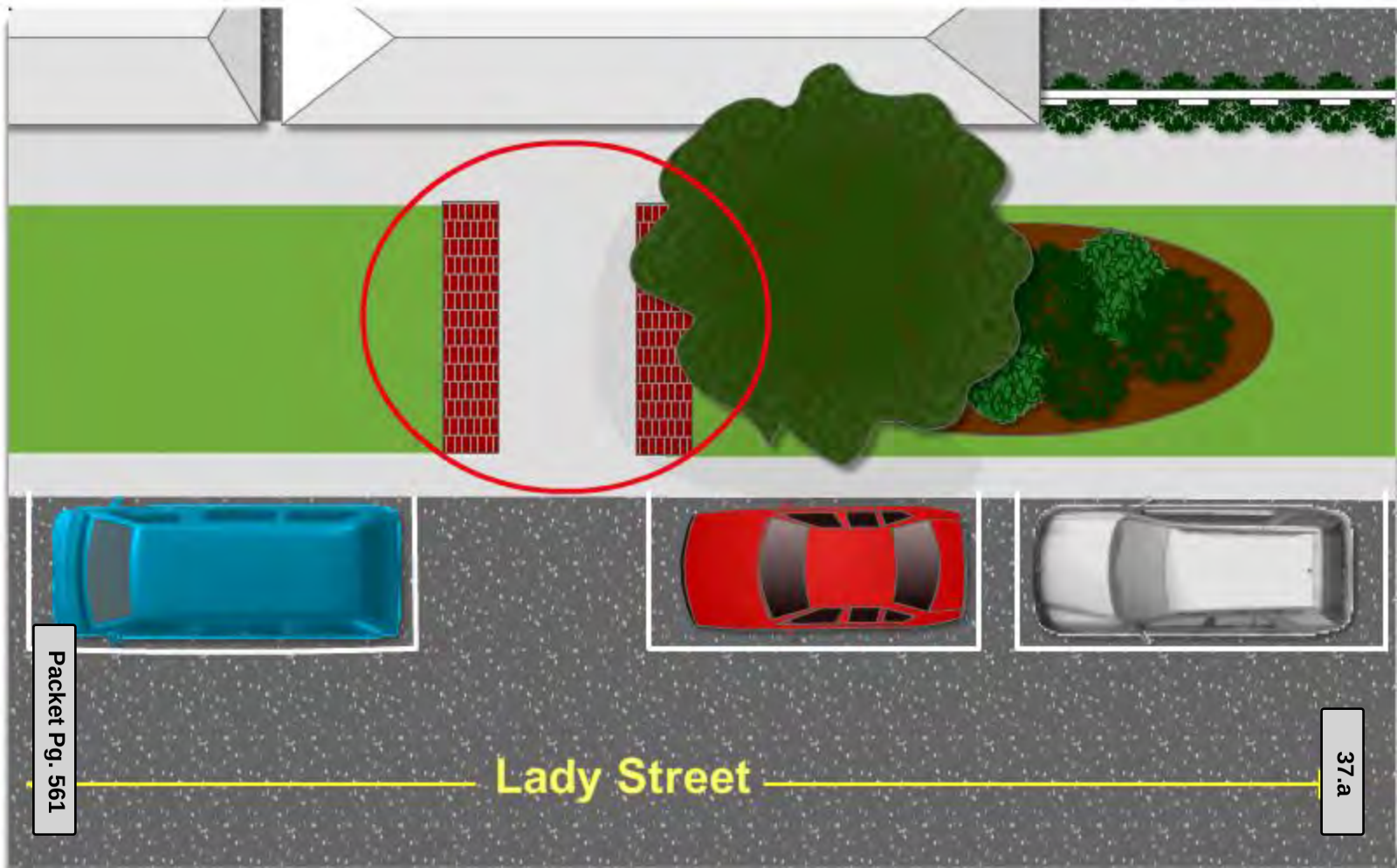
Tuesday, September 12, 2017



CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia


Lady Street


RESERVED
PARKING FOR


Please Use Main Entrance

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-093 - Authorizing the City Manager to execute a Tenth 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**

PURPOSE: **First reading approval was given on October 17, 2017.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-093 10th Amendment to Bright Myers Agreement (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-093

Authorizing the City Manager to execute a Tenth 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 _____, 2017, that the City Manager is authorized to execute the attached Tenth 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

Approved by:

City Manager

Mayor

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 10/9/2017
17100916

TENTH AMENDMENT TO PURCHASE AGREEMENT

This Tenth Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("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, the Seller and Buyer previously executed nine (9) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred and Four Thousand and No/100 Dollars ($304,000.00); and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; 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:

Paragraph 14 is amended to allow for the closing to take place not later than March 31, 2018.

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 Tenth 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.

IN WITNESS WHEREOF, the parties have caused this Tenth Amendment to Purchase Agreement to be executed and affective as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
Date: _____

PURCHASER: BRIGHT-MEYERS 2001 LLC

_____

_____

BY: _____
Name: _____
ITS: _____
Date: _____

APPROVED AS TO FORM

10/9/14

Legal Department City of Columbia

Last Revised: 10/9/2017
Ordinance No.: 2017-093
17100916

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-093 - Authorizing consumption of beer and wine beverages only at the LoCo Jam on Saturday, March 10, 2018 with a rain contingency date of Sunday, March 11, 2018**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-093 Loco Jam at City Roots (Mar 10 2018) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-093

Authorizing consumption of beer and wine beverages only at the LoCo Jam on Saturday, March 10, 2018 with a rain contingency date of Sunday, March 11, 2018

WHEREAS, the Greater Rosewood Merchants Association ("Sponsor") is sponsoring the LoCo Jam Festival at City Roots Urban Farm and in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 10:00 a.m. until 7:00 p.m. on Saturday, March 10, 2018, with a rain contingency date of Sunday, March 11, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard on Saturday, March 10, 2018, with a rain contingency of Sunday, March 11, 2018, from 6:00 a.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held from 10:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 10:00 a.m. until 6:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. until 6:30 p.m. on Saturday, March 10, 2018, with a rain contingency date of Sunday, March 11, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 10, 2018, that the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard shall be closed on Sunday, March 11, 2018. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker

Approved by:

City Manager

Approved as to form:

City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 10/27/2017
17090596

DATE OF REQUEST: 8/18/17

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Dave Britt rosewoodmerchants@gmail.com 803 960 3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): LoCo Jam

DATE(S) OF EVENTS: 3/10/18

RAIN CONTINGENCY DATE:
(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.): 3/11/18

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): City Roots 1005 Airport Blvd.

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): Airport Blvd from Commerce Dr to Jim Hamilton Blvd.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP): 6:00 am - 10:00 pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 10:00 - 7:00

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*: 10:00 - 6:30

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

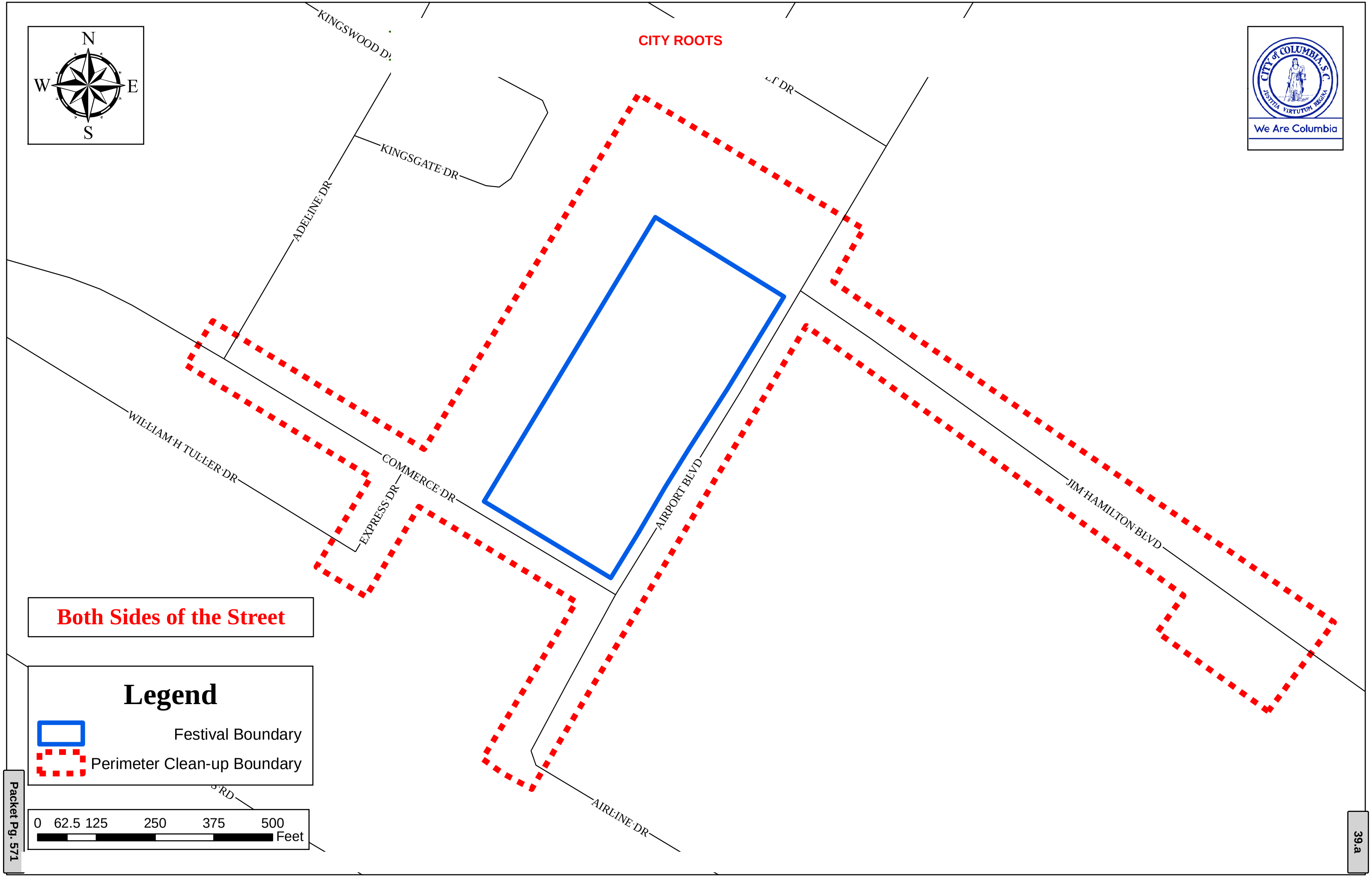
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closi

Last revised: 1/2017

RECEIVED
AUG 30 2017
LEGAL DEPARTMENT

1709085916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CITY OF COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia
KINGSWOOD DR
KINGSGATE DR
ADELINE DR
WILLIAM H TULLER DR
COMMERCE DR
EXPRESS DR
AIRPORT BLVD
JIM HAMILTON BLVD
AIRLINE DR
Both Sides of the Street
Legend
Festival Boundary
Perimeter Clean-up Boundary
0 62.5 125 250 375 500
Feet

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-094 - Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival on Saturday, May 5, 2018**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-094 Rosewood Crawfish Festival (May 5 2018) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-094

Authorizing consumption of beer and wine beverages only at
The Rosewood Crawfish Festival on Saturday, May 5, 2018

WHEREAS, the Rosewood Merchants Association ("Association") is sponsoring The Rosewood Crawfish Festival on Saturday,May 5, 2018 from 11:00 a.m. until 8:00 p.m. in the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Harden Street and South Holly Street; and,

WHEREAS, the Association has requested permission for the temporary closing and use of the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Harden Street and South Holly Street; 300 block of South Woodrow between Cooper Street and Rosewood Drive; 400 block of South Woodrow; 300 and 400 blocks of Howard Street between Kiawah Avenue and Oceola Street; the 300 block of South Maple Street between Kiawah Avenue and Rosewood Drive and the 200 block of Sloan Street between Rosewood Drive and Burney Drive from 4:00 a.m. Saturday, May 5, 2018 until midnight on Sunday, May 6, 2018 for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Saturday, May 5, 2018 from 11:00 a.m. until 8:00 p.m. in the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, and for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. and 7:30 p.m. in the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 7:30 p.m. on Saturday, May 5, 2018; and,

BE IT FURTHER RESOLVED that all selected vendors be approved by The Rosewood Merchants Association and be restricted to stationary locations; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area, with the exception of necessary utilization of golf carts by staff. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of 2600, 2700, 2800 and

LEGAL DEPARTMENT DRAFT

2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, that the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, May 5, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DATE OF REQUEST: 8/18/17

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): Dave Britt rosewoodmerchant@gmail.com 803 960 3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): Rosewood Crawfish Festival

DATE(S) OF EVENTS: May 5, 2018

RAIN CONTINGENCY DATE:
(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): 2900 Rosewood Dr. 2600- 2900

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 2600-2900 Blks Rosewood Dr between S. Harden + S. Holly. 300 Blk S. Woodrow between Cooper + Rosewood, 400 Blk S Woodrow / 300 + 400 Blks Howard between Kiawah + Osceola / 300 Blks Maple between Kiawah + Rosewood / 200 Blk Sloan between Rosewood + Bursey

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP): 4:00 am - 12:00 midnight

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*: 11:00a 9:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*: 11:00a - 7:30p

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

RECEIVED
AUG 30 2017
LEGAL DEPARTMENT

17090597
R-2017-094

Crawfish Festival Clean-up



We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-115 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 25, 2018 with a rain date contingency of September 1, 2018**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-115 Main Street Latin Festival (Aug 25 2018) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-115

Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 25, 2018 with a rain date contingency of September 1, 2018

WHEREAS, GG Productions, Inc. ("Sponsor") is sponsoring the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m. on Saturday, August 25, 2018, with a rain date contingency of Saturday, September 1, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 6:00 p.m. Friday, August 24, 2018 until 3:00 a.m. Sunday, August 26, 2018, for set up, clean up, and staging of the event to be held on August 25, 2018, with a rain date contingency of Saturday, September 1, 2018, in the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 9:30 p.m. on Saturday, August 25, 2018, with a rain date contingency of Saturday, September 1, 2018; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 9:30 p.m. on Saturday, August 25, 2018, with a rain date contingency of Saturday, September 1, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

LEGAL DEPARTMENT DRAFT

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, August 25, 2018, that the 1300 and 1400 blocks of Main Street; the eastern half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage shall be closed on Saturday, September 1, 2018. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker

Approved by:

_____
City Manager

Approved as to form:

Janne Lisowski
Senior Assistant City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

DATE OF REQUEST	08/21/2017
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Genaro Padilla ggproductions@sc.rr.com Office- 803-939-0360 Cell-803-348-0749
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Main Street Latin Festival
DATE(S) OF EVENTS:	08/25/2018
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	09/01/2018
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1300 and 1400 block of Main Street downtown Columbia, between Hampton Street and Lady Street and 1100 block of Lady Street between Assembly and Main and 1200 block of Lady Street from Sumter to Main. In addition the 1100 block of Washington Street between Assembly and Main.
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1300 and 1400 block of Main Street downtown Columbia, between Hampton Street and Lady Street and 1100 block of Lady Street between Assembly and Main and 1200 block of Lady Street from Sumter to Main. In addition the 1100 block of Washington Street between Assembly and Main.
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	From 6:00pm Friday August 24th and 3:00am Sunday August 26,2018
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00am to 10:00pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11:00am to 9:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

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AUG 22 2017
LEGAL DEPARTMENT

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

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R-2017-115

Latin Festival

We Are Columbia

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W E
S

1600-MAIN-ST
1500-MAIN-ST
1300-MAIN-ST
1200-MAIN-ST
1100-MAIN-ST

1200-TAYLOR-ST
1100-TAYLOR-ST

1500-SUMTER-ST
1400-SUMTER-ST
1300-SUMTER-ST
1200-SUMTER-ST

1500-MARION-ST
1400-MARION-ST
1300-MARION-ST

1400-HAMPTON-ST
1300-HAMPTON-ST
1200-HAMPTON-ST
1100-HAMPTON-ST

1500-ASSEMBLY-ST
1400-ASSEMBLY-ST
1300-ASSEMBLY-ST
1200-ASSEMBLY-ST
1100-ASSEMBLY-ST

1400-WASHINGTON-ST
1300-WASHINGTON-ST
1200-WASHINGTON-ST
1100-WASHINGTON-ST
1000-WASHINGTON-ST

1300-LADY-ST
1200-LADY-ST
1100-LADY-ST
1000-LADY-ST

1300-PARK-ST
1200-PARK-ST
1100-PARK-ST

1200-GERVAIS-ST
1100-GERVAIS-ST
1000-GERVAIS-ST
900-GERVAIS-ST

1000-SENATE-ST

Both Sides of the Street

0 75 150 300 450 600
Feet

Legend

Latin Festival

Perimeter Cleanup Boundary

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\20170120_LatinFestival.mxd

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-117 - Authorizing consumption of beer and wine beverages only at the North Columbia PopUp Art Show and Sale on Saturday, December 2, 2017**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2017-117 North Columbia PopUp Art Show (Dec 2) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-117

Authorizing consumption of beer and wine beverages only at the North Columbia PopUp Art Show and Sale on Saturday, December 2, 2017

WHEREAS, the Woodforest National Bank and the SC Art Commission ("Sponsors") are sponsoring the North Columbia PopUp Art Show and Sale to benefit the North Columbia Business Association in the North Main Plaza Parking Lot from 2:00 p.m. until 6:30 p.m. on Saturday, December 2, 2017; and,

WHEREAS, Sponsors have requested permission for the temporary closing and use of the North Main Plaza Parking lot area on Saturday, December 2, 2017 from 12:00 p.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 6:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 6:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. until 6:00 p.m. on Saturday, December 2, 2017; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the North Main Street Plaza parking lot, with the exception of any other areas posted as to not allow alcoholic beverages, shall

LEGAL DEPARTMENT DRAFT

be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the North Main Street Plaza parking lot, with the exception of any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on December 2, 2017, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Senior Assistant City Manager Baker

Approved by:

_____
City Manager

Approved as to form:

Janne Kiszewski
Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 11/1/2017
17111115

DATE OF REQUEST	10/31/2017
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Andrew Rabuck andrewr@woodforest.com 803-234-5053 803-234-5054 fax 828-238-0012 cell
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	North Columbia PopUp Art Show and Sale - by Woodforest National Bank and the SC Art Commission / benefit North Columbia Business Association
DATE(S) OF EVENTS:	Saturday December 2, 2017
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.)	none (rain or shine)
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	North Main Plaza Parking lot (and inside suite D) 3730 North Main Columbia, SC 29203
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	none - just partial parking lot
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	12pm - 8pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	2pm - 6:30pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	2pm - 6pm

Requests should be submitted by mail, e-mail or fax at least *NINETY (90)* ***days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

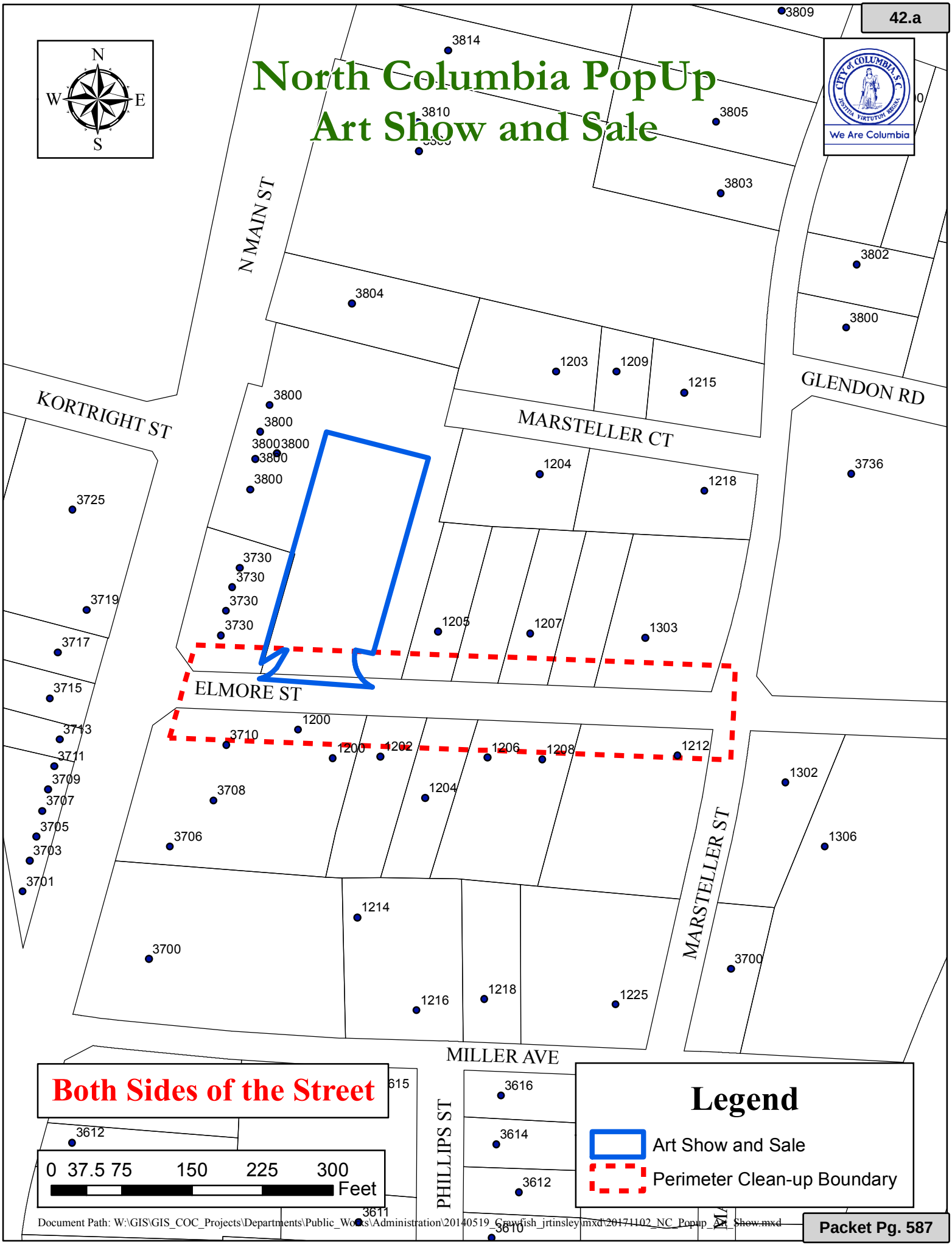
Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

RECEIVED
OCT 31 2017
LEGAL DEPARTMENT

Last revised: 1/2017

17111115
R-2017-117

North Columbia PopUp Art Show and Sale



We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **Hometown Hero Recognition - Ms. Teresa Wilson, City Manager**

PURPOSE: **Vincent Gallman, Lead Equipment Operator for the Solid Waste Division / Public Works Department**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

Mr. Gallman assisted a victim who was involved in a hit and run accident along Parklane Road.

The driver of the vehicle struck the victim and fled from the scene of accident on foot. Mr. Gallman stopped his vehicle after the accident and positioned it to protect the injured victim until emergency personnel arrived.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Public & Media Relations**

FROM: ***Leshia Utsey, Director***

SUBJECT: **City's LIGHT Employee Recognition - Ms. Teresa Wilson, City Manager**

PURPOSE: **Dennis Flory, Animal Control Officer**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** City's LIGHT (PDF)

Sept 25, 2017

Marli Drum
Columbia Animal Mission
127 Humane Lane
Columbia, SC 29209

Dear Ms Drum,

On September 8th I had a fire in my kitchen. I was outside when I realized there was a problem and had my dogs outside with me, but I had birds and other pets inside the house.

Mr Florry happened to see the smoke coming from my house and stopped. He stood at my gate while I was getting my dogs in to the garage so they would not run into the house. He came in and helped me get my birds out of the house.

I have 5 parrots . One being a GreenWinged Macaw. The macaw cage was too big to get through the door and Mr FLorry without hesitation reached into the cage and grabbed him. He held onto him until he could get a cage out of this truck to put him in. I was very impressed that he did this as I know the macaw could have caused immense pain and harm to his hand if he had gotten ahold of it.

Mr Florry had called someone else who came with extra cages so by the time the firemen got the cats out we had cages for all of them.

My pets were all safe and have had not lasting effects from the fire and I want to commend Mr Florry and your office for showing compassion and kindness to me at a time when I was very upset and stressed

Please let Mr Florry know how deeply i appreciated his help.

Thank you,
Anne Palyok

Anne Palyok
3404 Manor Ave
Columbia, SC 29205

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **National Cyber Security Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CyberSecurityProc (DOC)

City of Columbia
A Proclamation of National Cyber Security Awareness

WHEREAS, the City of Columbia recognizes the vital role that technology has in our daily lives and in the future of our nation; and

WHEREAS, critical infrastructure sectors are increasingly reliant upon information systems to support financial services, telecommunications, transportation, utilities, health care and emergency response system; and

WHEREAS, the use of technology enhances the education of all ages of students by providing them access to educational and research materials; and

WHEREAS, internet and technology users face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of Columbia's information infrastructure and economy; and

WHEREAS, Columbia is proud to join a coalition of private companies, nonprofits and government organizations to raise awareness about cybersecurity among all technology users, helping them to stay safer and more secure online.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 2017 to be

National Cyber Security Awareness Month

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

_____
Stephen K. Benjamin
Mayor

_____
Sam Davis
District I, Council Member

_____
Tameika Isaac Devine
At-Large, Council Member

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

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

_____
Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **World Pancreatic Cancer Day Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** PancreaticCancerProc (DOC)

City of Columbia
A Proclamation of World Pancreatic Cancer Day

WHEREAS, in 2017, an estimated 56,670 people will be diagnosed with pancreatic cancer in the United States; and

WHEREAS, pancreatic cancer is one of the deadliest cancers and is currently the third leading cause of cancer death in the United States; and

WHEREAS, it is projected to be the cause of death for 43,090 people in the United States in 2017 and 710 of those deaths will occur in our own state of South Carolina; and,

WHEREAS, at just 9 percent, pancreatic cancer has the lowest five-year relative survival rate of any major cancer; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages with 71 percent of pancreatic cancer patients dying within the first year of their diagnosis and 91 percent of pancreatic cancer patients dying within the first five years; and

WHEREAS, the good health and well-being of the residents of Columbia are enhanced as a direct result of increased awareness about the symptoms and risk factors of pancreatic cancer, research into early detection and causes and research into effective treatments.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 16, 2017 to be

World Pancreatic Cancer Day

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

_____
Stephen K. Benjamin
Mayor

_____
Sam Davis
District I, Council Member

_____
Tameika Isaac Devine
At-Large, Council Member

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

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

_____
Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Office of the Mayor**

FROM: ***Stephen Benjamin, Mayor***

SUBJECT: **South Carolina Native American Heritage Month Proclamation - The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** NativeAmericanHeritage (DOC)

City of Columbia
A Proclamation of South Carolina Native American Heritage

WHEREAS, American Indian, Alaskan Natives and the Native Hawaiians have played a vital role in the life of our state, city and country, and their many contributions have enhanced the freedom, prosperity and greatness of South Carolina; and

WHEREAS, there is one tribal community that is based in and has its current offices in Columbia, South Carolina, The Cherokee Indian Tribe of South Carolina aka The Eastern Cherokee, Southern Iroquois and United Tribes of South Carolina, Inc. and the "State Recognized," Cherokee Indian Tribe of South Carolina-ECSIUT; and

WHEREAS, The City of Columbia was once Cherokee land and in the "Cherokee Path," which began here and went to Charleston from Columbia; and

WHEREAS, many Native Americans, Central Americans, Alaskan Natives and South Americans of Indian descent have come to be citizens and residents of Columbia, have served with valor during wartime and have truly enriched South Carolinian heritage through artistic, entrepreneurial and other skills; and

WHEREAS, Dr. Will Moreau Goins & the Eastern Cherokee, Southern Iroquois & United Tribes of South Carolina, Inc., led the effort to have this month observed by the Executive and Legislative Branches of Government in South Carolina in perpetuity, which led to the designation of Native American Indian Awareness day on November 18; and

WHEREAS, the Eastern Cherokee, Southern Iroquois & United Tribes of South Carolina, Inc., will be hosting the 20th Annual Native American Indian Film & Video Festival of the Southeast in November in Columbia and in Rock Hill, which will bring together people from around the world in celebration of Native talent, stories and themes of indigenous peoples around the world.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 2017 to be

South Carolina Native American Heritage Month

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

_____
Stephen K. Benjamin
Mayor

_____
Sam Davis
District I, Council Member

_____
Tameika Isaac Devine
At-Large, Council Member

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

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

_____
Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Midlands Regional Competitiveness Report - Ms. Meghan Hickman, Executive Director of EngenuitySC**

FINANCIAL IMPACT:

The Midlands Regional Competitiveness Report is an annual economic development benchmarking tool that scores the Midlands region against comparative regions on different measures of economic competitiveness.

ATTACHMENTS:

- **#a:** ENGENUITYSC MRCR 2016 Results (PDF)

Midlands Regional Competitiveness Report

engenuitySC™
Imagine More

2016 Report Results

engenuitySC™
Imagine More

Headquartered in Columbia, S.C., EngenuitySC is a nonprofit focused on long-term competitiveness and prosperity in the Midlands. EngenuitySC specializes in managing collaborations between business, government, education and community leaders.



engenuitySC™
Imagine More

2016 Report Sponsors

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LIVE FEARLESS
South Carolina

Silver Sponsors

CENTRAL CAROLINA Community Foundation

First Citizens Bank

First Community Bank

Bronze Sponsors

nephron pharmaceuticals corporation

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SCE&G
A SCANA COMPANY

Nelson Mullins

LLE CONSTRUCTION GROUP

CITY CENTER PARTNERSHIP, INC.
COLUMBIA, SOUTH CAROLINA

Ogletree Deakins
Employers & Lawyers. Working Together

COLUMBIACHAMBER

The Boudreaux Group
Interdisciplinary Design Architecture Interiors Planning

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Inspiring Business. Enhancing Community.

BURKETT BURKETT & BURKETT
Certified Public Accountants, P.A.

JOHN LUMPKIN

Home Advantage REALTY, LLC

STEVE HALL

Public and Education Partners

City of Columbia
Richland County
Lexington County
University of South Carolina
Midlands Technical College

Process

- EngenuitySC has developed an **annual scorecard** that identifies and tracks metrics that measure the competitiveness of the regional economy
- Report partners include:
  - **The Darla Moore School of Business**: economists conduct research
  - **SCBiz**: designs, publishes and distributes report
- History of the report:
  - In 2012 we collected data, analyzed and shared metrics, ultimately made the decision not to publish
  - Reevaluated in 2014, updated the peer and aspirant cities list and published First Edition in October 2014
  - Second Edition in January 2016
  - Third Edition in January 2017

Indices

1. **Talent** - A region's ability to provide a skilled workforce to meet the demands of industry in its economy.

2. **Entrepreneurial & Business Environment** - A region's ability to commercialize innovation and to provide an environment that supports the growth of business ventures.

3. **Innovation** - A region's capacity to support creation of new knowledge and generate new ideas, products and processes.

4. **Industry Clusters** - A region's relative size, strength, and density of high impact clusters and ability to grow industries that are competitive on an international scale.

5. **Livability** - A region's ability to attract and retain talent through building a dynamic live, learn, work and play environment.



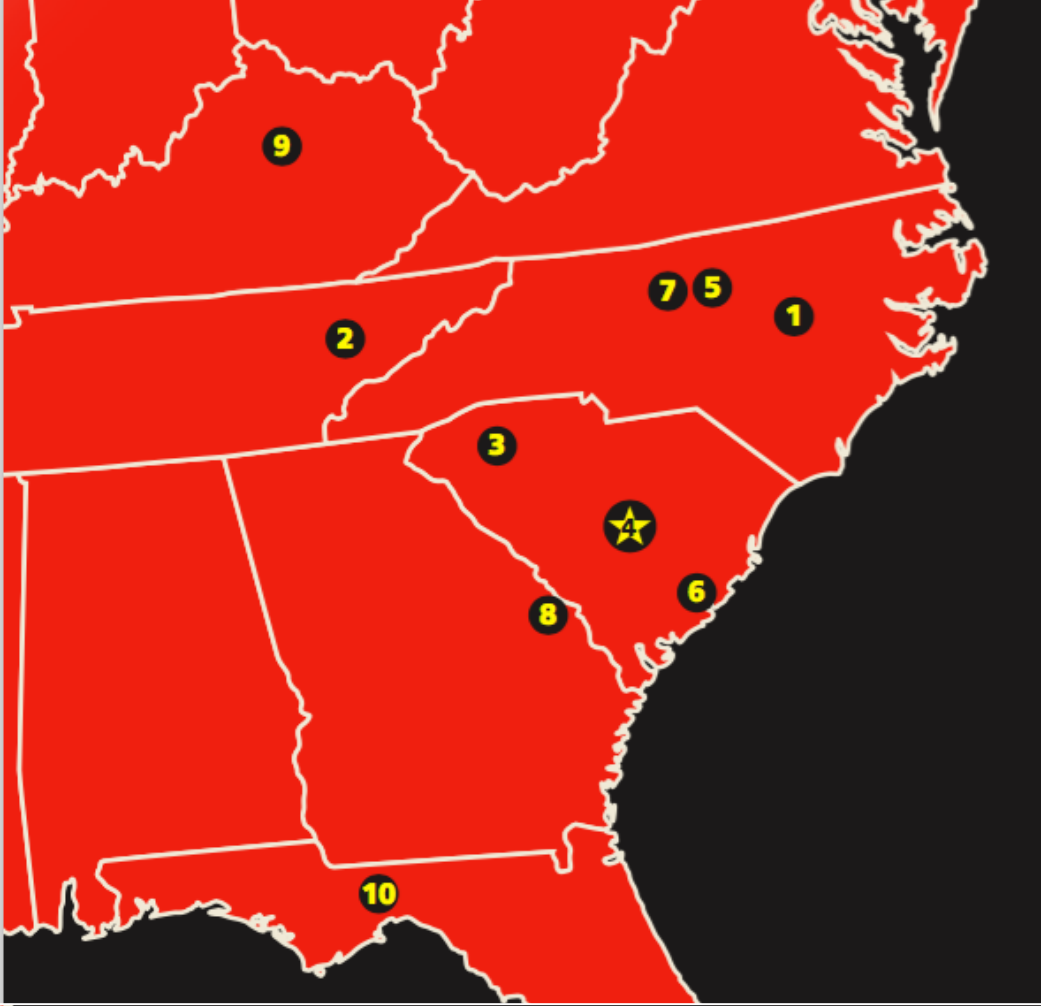
Columbia, SC MSA

Population: 810,068

Comparative MSAs

The comparative MSAs were chosen based on a diverse set of economic assets comparable to the Columbia MSA, with all MSAs having at least one of the following similar assets to Columbia:

- State capital
- Major university in region
- Strong higher education system (2-year and 4-year)
- Comparable population
- Entrepreneurial environment
- Strength in technology
- Similar geographic situation and landscape



Our Comparative Locations

1. **Raleigh, NC MSA***
   Population: 1,242,974
2. **Knoxville, TN MSA**
   Population: 857,585
3. **Greenville-Anderson-Mauldin, SC MSA**
   Population: 862,463
4. **Columbia, SC MSA**
   Population: 810,068
5. **Greensboro-High Point, NC MSA**
   Population: 730,966
6. **Charleston-North Charleston, SC MSA**
   Population: 726,969
7. **Winston-Salem, NC MSA**
   Population: 659,330
8. **Augusta-Richmond County, GA-SC MSA**
   Population: 583,632
9. **Lexington, KY MSA**
   Population: 500,535
10. **Tallahassee, FL MSA**
    Population: 375,645

**Raleigh is an aspirational metro, meaning it serves as a target for the Midlands as opposed to a peer metro*

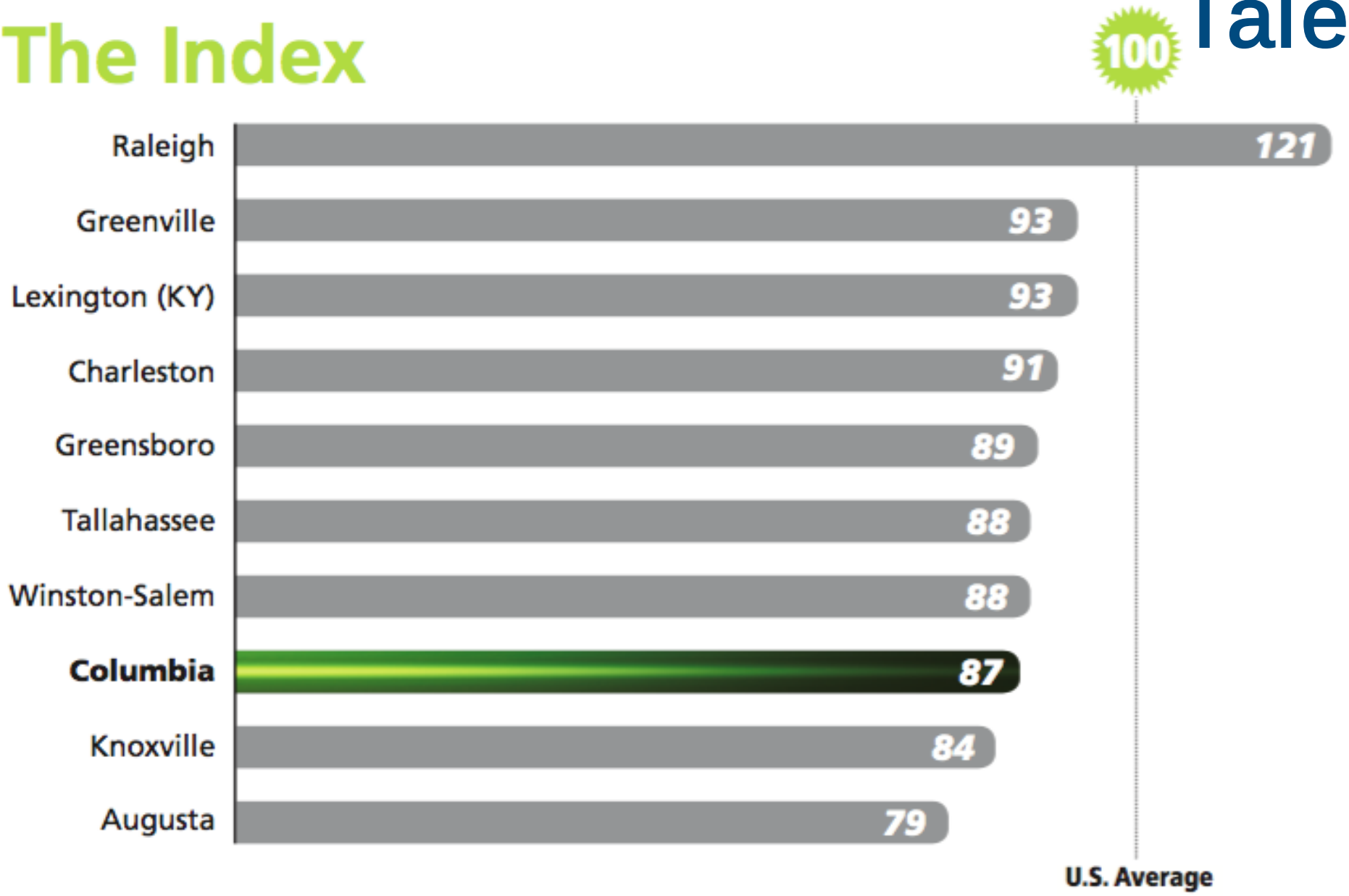
Population source: US Census Bureau, 2015 Census Bureau Estimates

SCORES



The Index

Talent



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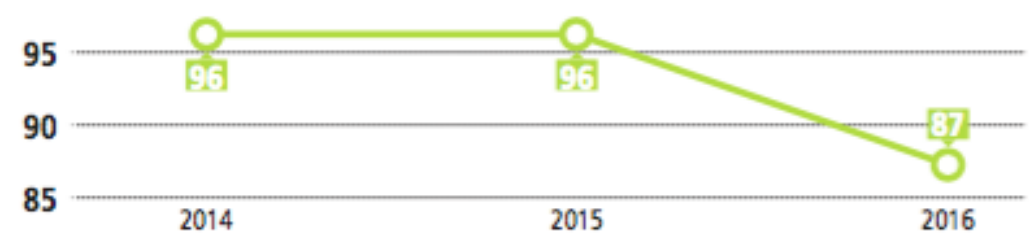
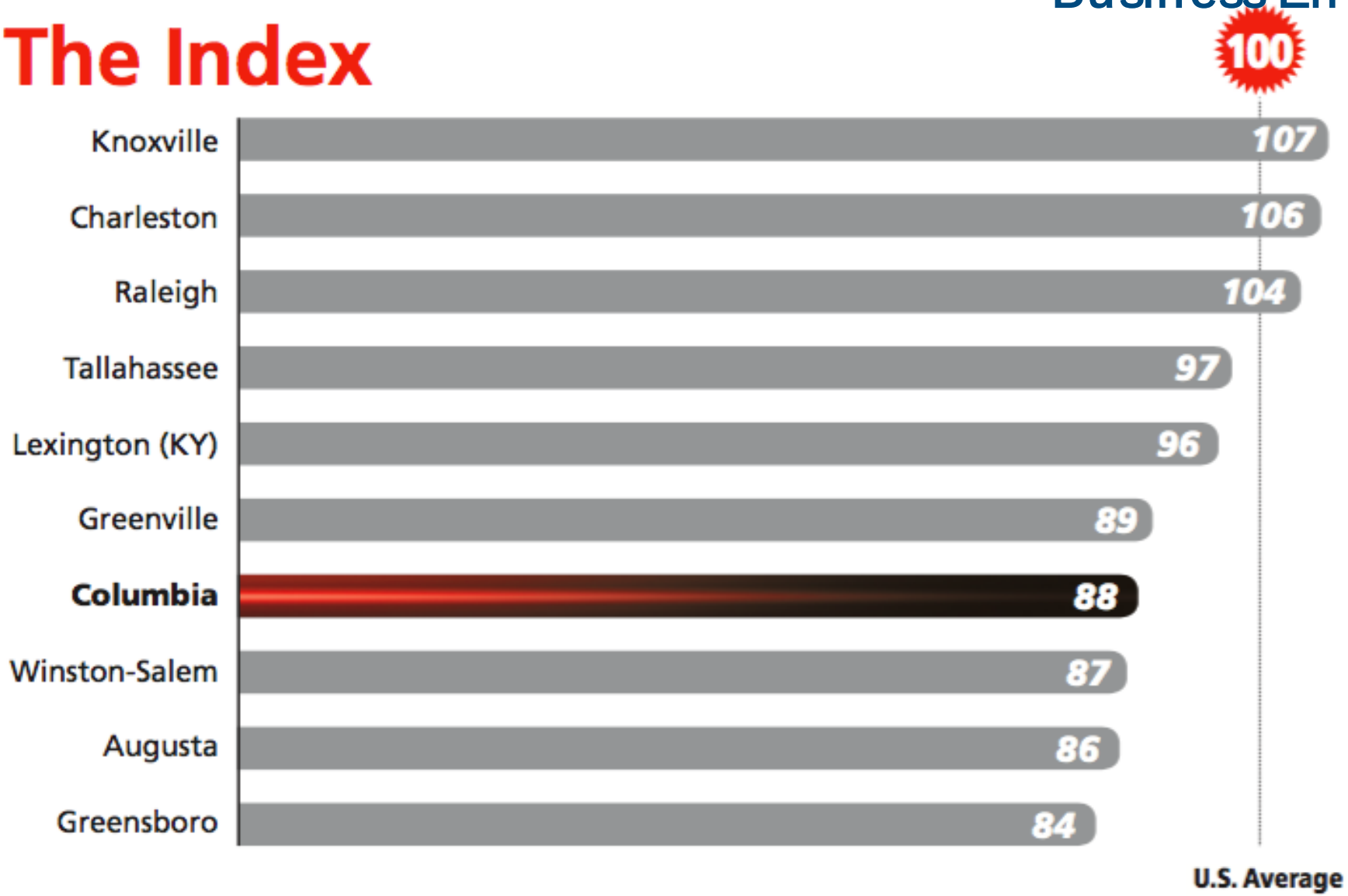


-9 points

down from 2014 to 2016

Entrepreneurial Business Environment

The Index



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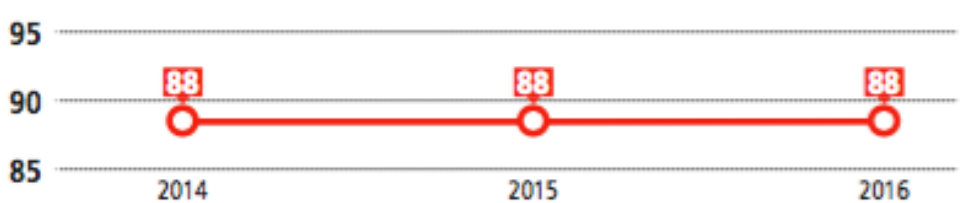
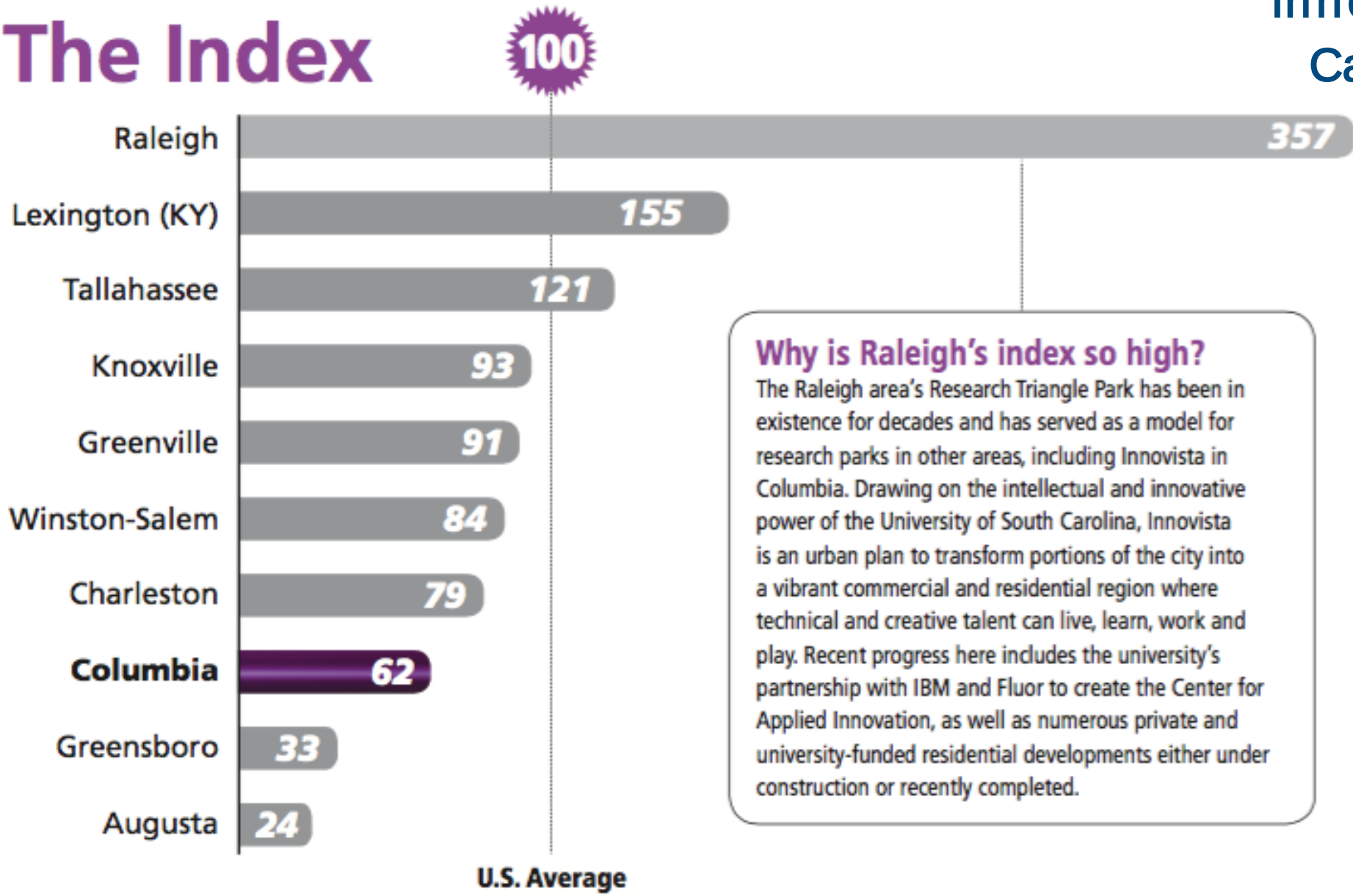


No change

from 2014 to 2016

Innov Capacity

The Index

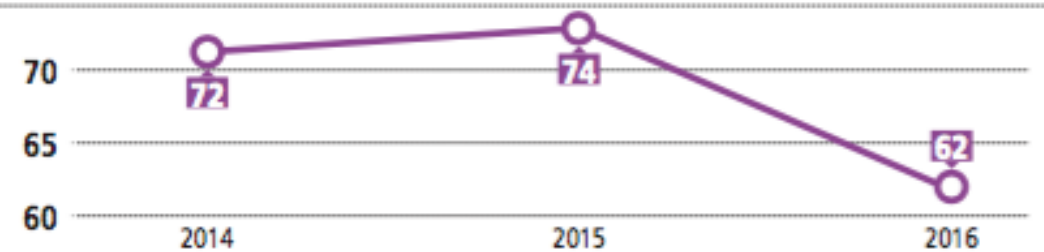


Why is Raleigh's index so high?

The Raleigh area's Research Triangle Park has been in existence for decades and has served as a model for research parks in other areas, including Innovista in Columbia. Drawing on the intellectual and innovative power of the University of South Carolina, Innovista is an urban plan to transform portions of the city into a vibrant commercial and residential region where technical and creative talent can live, learn, work and play. Recent progress here includes the university's partnership with IBM and Fluor to create the Center for Applied Innovation, as well as numerous private and university-funded residential developments either under construction or recently completed.

Change In Index Value

2014 to 2016

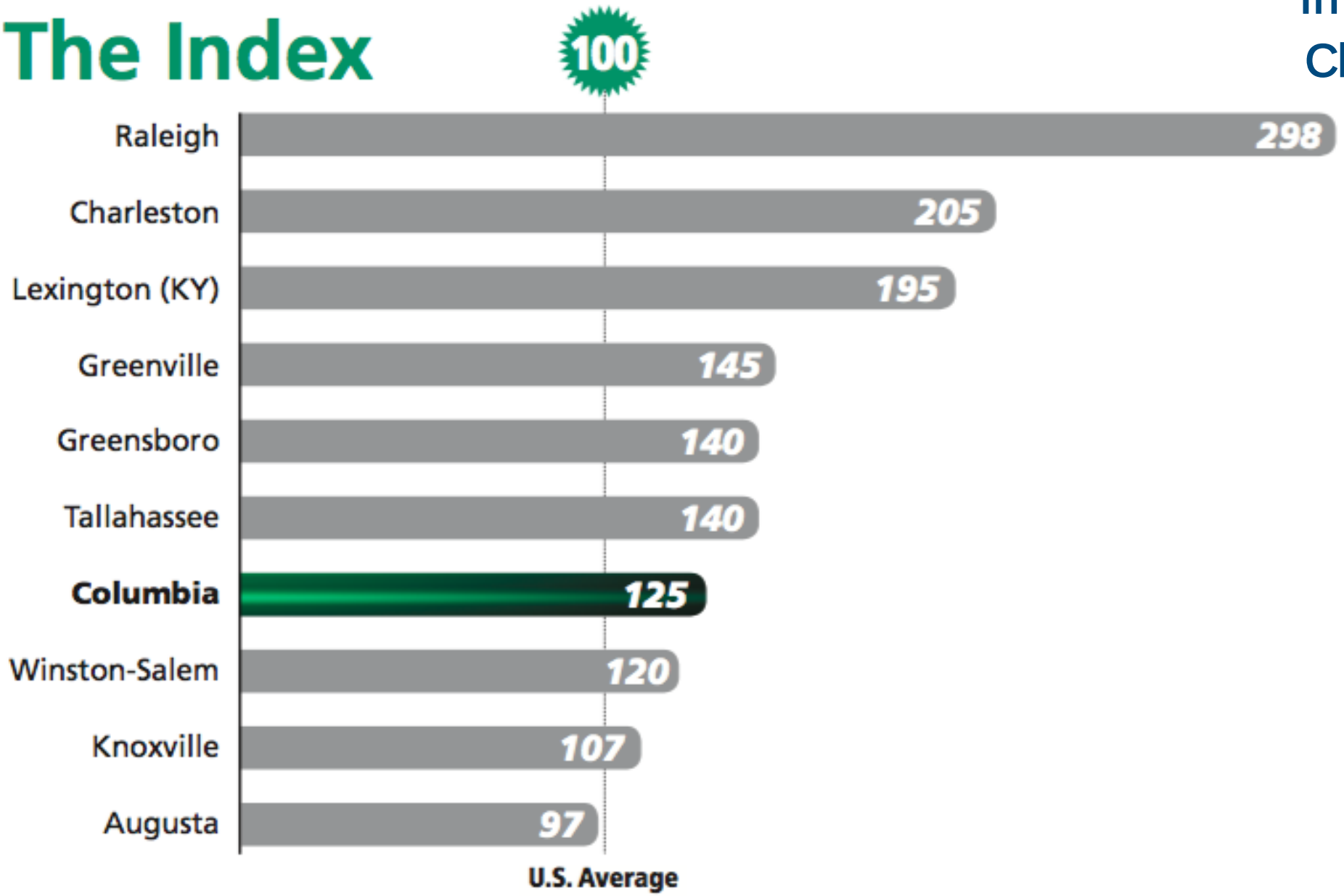


-10 points

down from 2014 to 2016

Ind y Clusters

The Index



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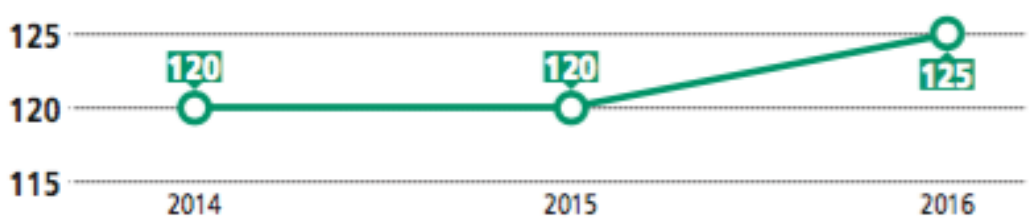
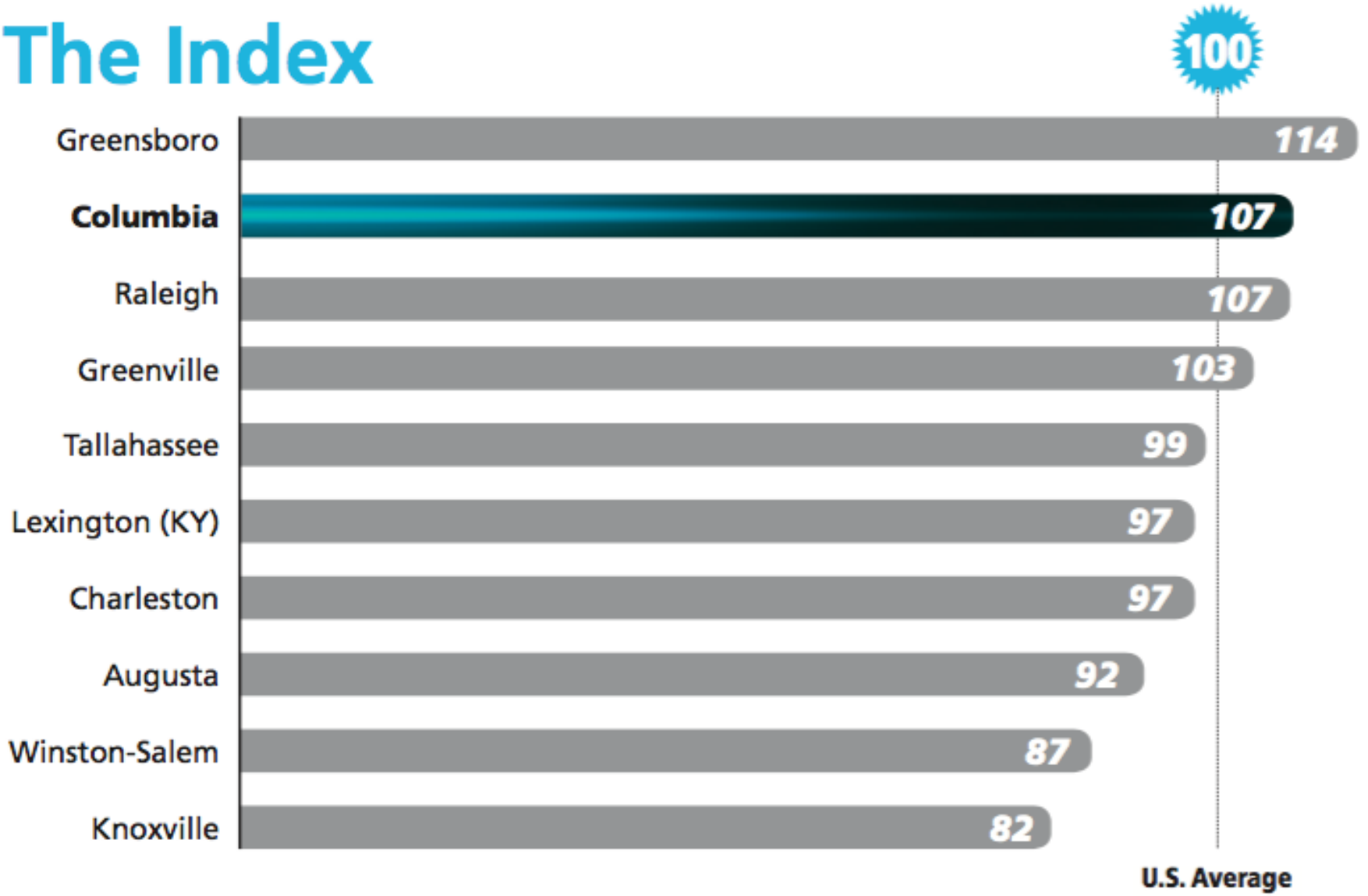


+5 points

up from 2014 to 2016

Livability

The Index



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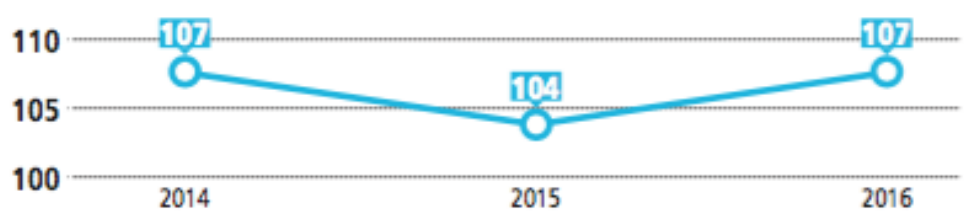

No change

from 2014 to 2016

SO...
NOW WHAT?

engenuitysc.com



- Using this report, the **Midlands Business Leadership Group** (MBLG) is leading a collaborative effort to drive ongoing improvement in the 5 areas of competitiveness

- **MBLG will work with EngenuitySC**, public sector, community leaders and other experts to address top regional priorities

- **We believe remarkable things can happen** when the private sector takes the lead, working collaboratively with local government and other organizational leaders

- **Now is the time** to accelerate the development of the Midlands as cool region that attracts and retains top talent, produces vibrant job offerings, and provides necessary resources to improve livability for all people

THANK YOU

engenuitysc.com



We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Farewell Address - Ms. April Lewis, Team Healthy Living, LLC**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** Team Healthy Living

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 1051 Market Street and 1055 Market Street, TMS# 11206-04-05**

PURPOSE: **Ordinance No.: 2017-095 - Annexing and Incorporating 1051 Market Street and 1055 Market Street, Richland County TMS# 11206-04-05 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015**

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation: 10/02/2017; Approval (7-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_Market1051 (PDF)
- #b: 2017-095 annex-incorporate 1051 & 1055 Market Street (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
1051 Market Street and 1055 Market Street, TMS# 11206-04-05

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation: 10/02/2017; Approval (7-0)

PH, 1st Reading: 11/21/2017; Pending

2nd Reading: 12/5/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.03 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Employment Campus (EC)
Current Richland County Zoning: General Commercial (GC)
Proposed Zoning: General Commercial (C-3)
SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity (approximately 3,650 feet) to the Jim Hamilton – LB Owens Airport.
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police
We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **$2,500** annually to provide service for the existing building based upon current calls for service at similar types of uses in the City of Columbia.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The property is currently a commercial building. Solid Waste services cost would be $0.00 since this service is not generally provided to this type of commercial development.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
This property is located within a Primary Urban Service Area and we recommend annexation of this property. The estimated annual City property tax revenue generated for this building containing a professional services company and a physical fitness facility will be approximately **$1,700.**

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map.

Employment campus areas are dedicated to concentrations of employment uses ranging from professional services and research and development to light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are more often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

- Medium to High-rise Office/Services

- Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not covered by an area plan which has been adopted by the City of Columbia.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial (GC) to the West and North and Heavy Industrial District (C-3). Surrounding parcels in unincorporated Richland County are zoned HI to the East.

The proposed City of Columbia zoning district is General Commercial (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 referenced property and assign Employment Campus (EC) future land use classification and General Commercial (C-3) zoning at the time of annexation.



02/27/2017

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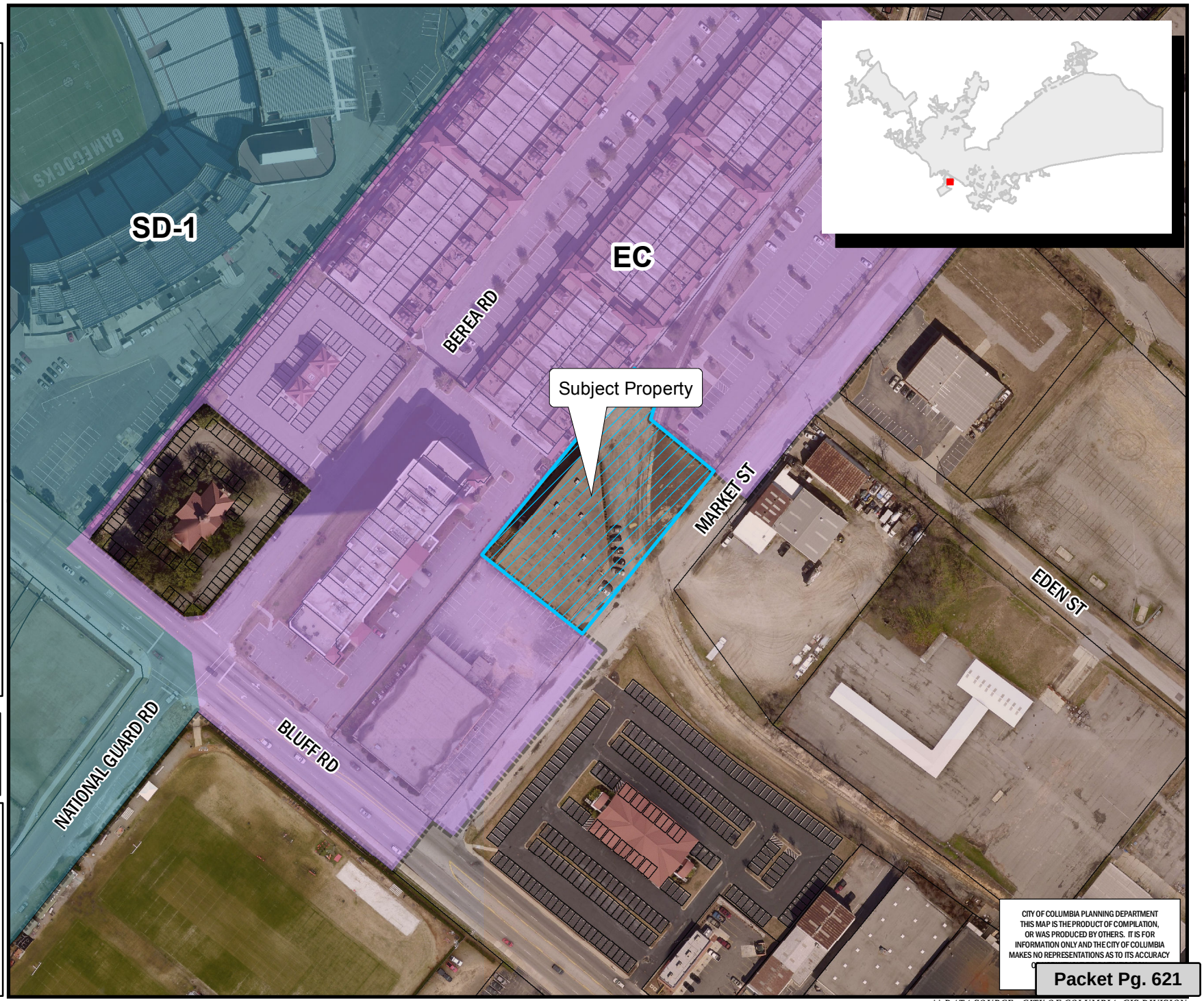
Future Land Use Map

1051 Market Street and 1055 Market Street; TMS# 11206-04-05;
Existing Richland County FLU: Mixed Residential-High Density; Proposed FLU: Employment Campus (EC)

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 37.5 75 150 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 18, 2017

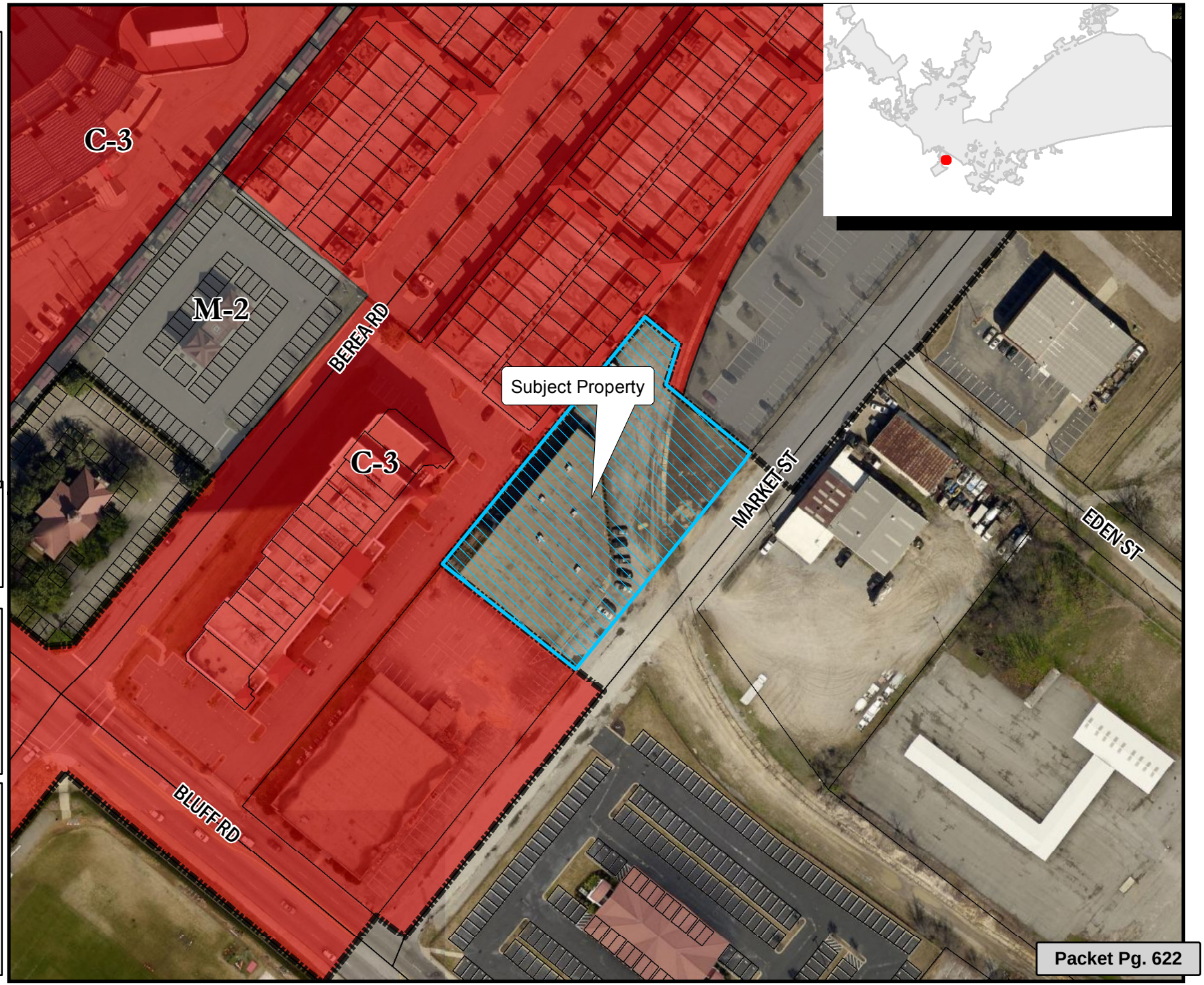
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1051 Market Street and 1055 Market Street; TMS# 112
Existing Zoning: GC; Proposed Zoning: C-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 18, 2017

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA
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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-095

Annexing and Incorporating 1051 Market Street and 1055 Market Street, Richland County TMS# 11206-04-05 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Commercial (C-3), apportioned to City Council District 3, Census Tract 117.01, contains 1.03 acres, and shall be assigned a land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11206-04-05

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 10/13/2017
17100852

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-095

All that certain piece, parcel and tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, shown as Parcel "A" containing 1.026 acres, and being more particularly shown on a Site Survey prepared for Warehouses, Inc. by B. P. Barber & Associates, Inc. dated July 6, 2003, last revised October 7, 2003, recorded in Book 872 at Page 406, and having the following metes and bounds, to wit: Beginning at a 5/8" Rebar in the easternmost corner of said property; thence turning and proceeding along Market Street S40°06'25"W for a distance of 111.69 feet to a l" Pinched Top Pipe; then continuing along Market Street S40° 10'39"W for a distance of 82.69 feet to a l" Pinched Top Pipe; thence continuing along Market Street S40°01'40"W for a distance of 73.84 feet to a 1-1/4" Pipe; thence turning and proceeding along Property of William P. Price N49°47'06"W for a distance of 160.44 feet to a 5/8" Rebar; thence turning and proceeding along Property of Betty L. Jackson and Warehouses, Inc. N40°15'23"E for a distance of 224.52 feet to a l" Pinched Top Pipe; thence continuing along Property of Warehouses, Inc. N40°04'23 "E for a distance of 80.62 feet to a 5/8" Rebar; thence turning and proceeding along Parcel "B" (Property of Warehouses, Inc.) S49°40'48"E for a distance of 41.45 feet to a 5/8" Rebar; thence turning and proceeding along Railroad R/W (Property of Advanced Door Systems) S18°35'35"W for a chord distance of 39.94 feet to a 5/8" Rebar; thence turning and proceeding along Railroad R/W (Property of Advanced Door Systems) S49°56'56"E for a distance of 21.80 feet to a 5/8" Rebar; thence turning and proceeding along Property of Advanced Door Systems S49°56'56"E for a distance of 82.00 feet to a 5/8" Rebar, this being the point of beginning.

Last revised: 10/13/2017
17100852

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 18, 2017

RE: **Property Addresses:** 1051 Market Street and 1055 Market Street
Richland County TMS#: 11206-04-05
Owner(s): Boyce R. Haigler
Current Use: Commercial
Proposed Use: Commercial and Residential
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services/Primary Area
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 2, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
S. Allison Baker, Sr. Assistant City Manager
Clint Shealy, Assistant City Manager
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Gloria Saaed, Community Development Director
Sidra Nelson, Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
William Holbrook, Police Chief
Teresa Knox, City Attorney
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Jeff Palen, Assistant City Manager/CFO
George Adams, Fire Marshal
Brian Cook, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: EC (Land Use classification) by 7 - 0 on 10/02/2017 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7 - 0 on 10/02/2017 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

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Future Land Use Map

1051 Market Street and 1055 Market Street; TMS# 11206-04-05;
Existing Richland County FLU: Mixed Residential-High Density; Proposed FLU: Employment Campus (EC)

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 18, 2017

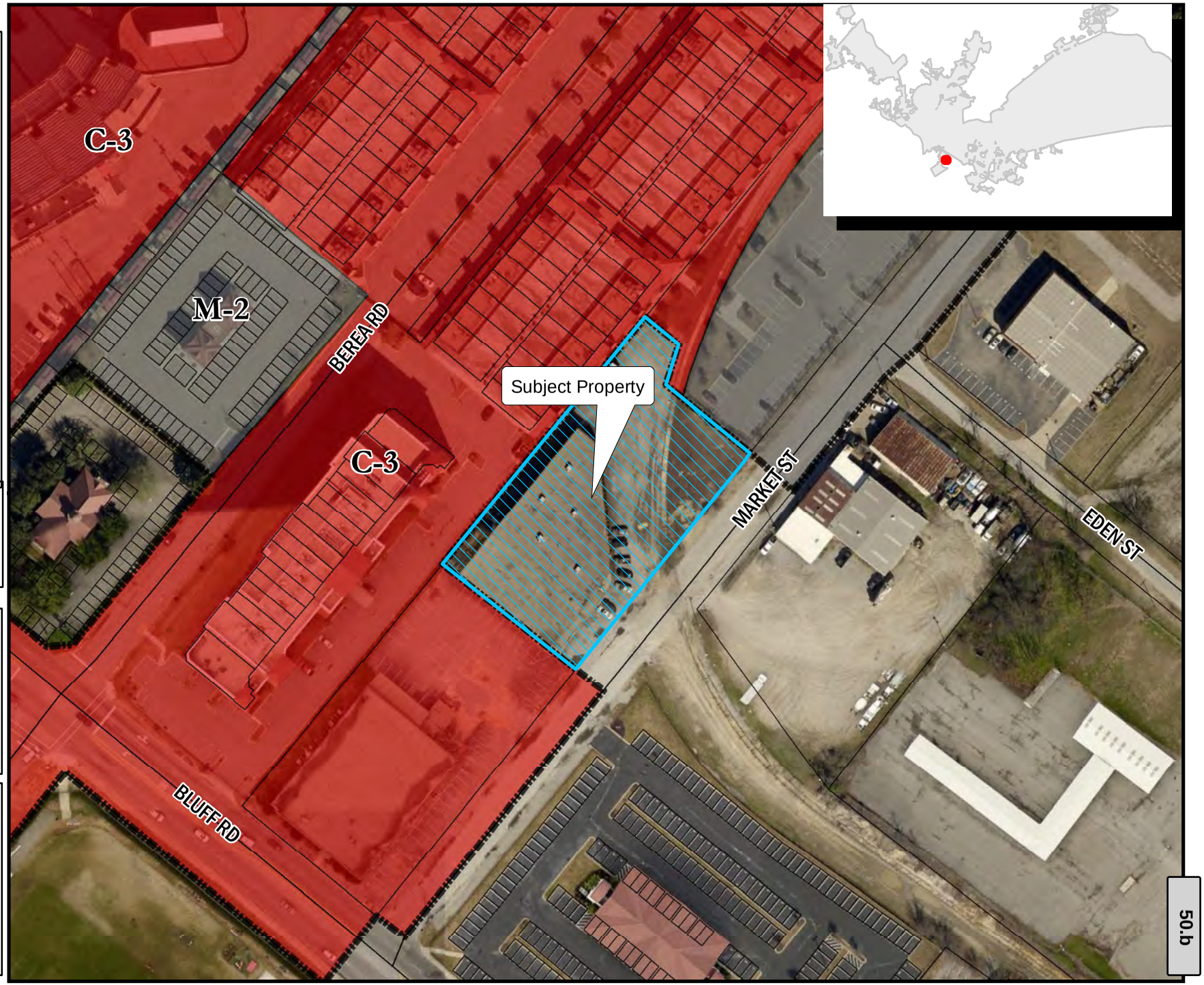
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS AT THE SOLE RISK OF THE USER.

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1051 Market Street and 1055 Market Street; TMS# 11206-04-05; Existing Zoning: GC; Proposed Zoning: C-3

Department of Planning & Development Services



Legend

CITY LIMITS
PARCELS

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

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 18, 2017

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We Are Columbia

***** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION***

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel and tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, shown as Parcel "A" containing 1.026 acres, and being more particularly shown on a Site Survey prepared for Warehouses, Inc. by B. P. Barber & Associates, Inc. dated July 6, 2003, last revised October 7, 2003, recorded in Book 872 at Page 406, and having the following metes and bounds, to wit: Beginning at a 5/8" Rebar in the easternmost corner of said property; thence turning and proceeding along Market Street S40°06'25"W for a distance of 111.69 feet to a l" Pinched Top Pipe; then continuing along Market Street S40° 10'39"W for a distance of 82.69 feet to a l" Pinched Top Pipe; thence continuing along Market Street S40°01'40"W for a distance of 73.84 feet to a 1-1/4" Pipe; thence turning and proceeding along Property of William P. Price N49°47'06"W for a distance of 160.44 feet to a 5/8" Rebar; thence turning and proceeding along Property of Betty L. Jackson and Warehouses, Inc. N40°15'23"E for a distance of 224.52 feet to a l" Pinched Top Pipe; thence continuing along Property of Warehouses, Inc. N40°04'23 "E for a distance of 80.62 feet to a 5/8" Rebar; thence turning and proceeding along Parcel "B" (Property of Warehouses, Inc.) S49°40'48"E for a distance of 41.45 feet to a 5/8" Rebar; thence turning and proceeding along Railroad R/W (Property of Advanced Door Systems) S18°35'35"W for a chord distance of 39.94 feet to a 5/8" Rebar; thence turning and proceeding along Railroad R/W (Property of Advanced Door Systems) S49°56'56"E for a distance of 21.80 feet to a 5/8" Rebar; thence turning and proceeding along Property of Advanced Door Systems S49°56'56"E for a distance of 82.00 feet to a 5/8" Rebar, this being the point of beginning.

Richland County TMS: 11206-04-05

Property Address: 1051 Market Street and 1055 Market Street

BY: Boyce R Haigler Date: 8-15-18

Boyce R. Haigler

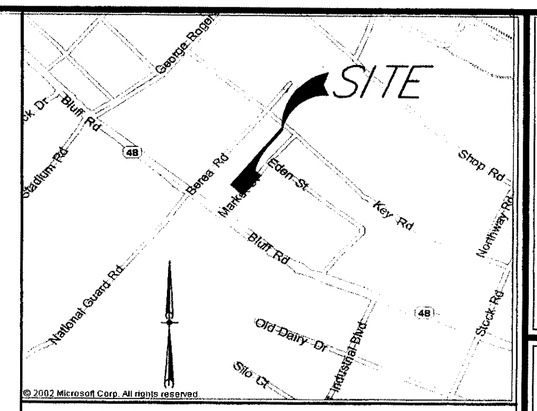
Instrument Number: 2003115513 Book/Page: R 872/406 Date Time: 11/05/2003 13:44:57:503

THIS DRAWING IS THE PROPERTY OF B.P. BARBER & ASSOCIATES, INC., AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION OF B.P. BARBER & ASSOCIATES, INC. IT IS NOT TO BE USED ON ANY OTHER PROJECT EXCEPT AS IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT

(2001) MAGNETIC

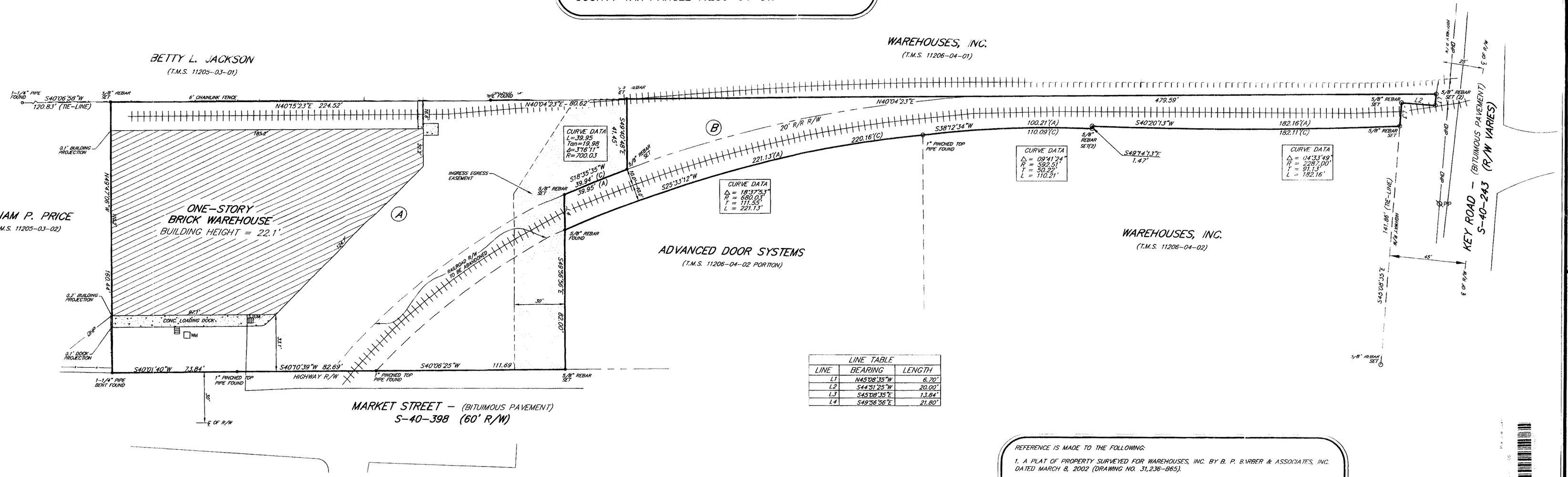
LEGEND

- ℄ . . . . . CENTERLINE
- CONC . . . CONCRETE
- OHP . . . . OVERHEAD POWER
- R/W. . . . . RIGHT-OF-WAY
- GM . . . . . GAS METER
- WM . . . . . WATER METER
- R/R . . . . RAILROAD TRACKS



LOCATION MAP SCALE: 1" = 1000'

UPON RECORDATION OF THIS PLAT, PARCEL B WILL BECOME AN UNDIVIDED PORTION OF RICHLAND COUNTY TAX PARCEL 11206-04-01.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°08'35"W	6.70'
L2	S44°51'25"W	20.00'
L3	S45°08'35"E	13.84'
L4	S49°56'56"E	21.80'

NOTES:

1. THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED, EMBOSSED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR NOTED HEREON.
2. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
3. UTILITY AND EASEMENT LOCATIONS SHOWN ARE BASED ON VISIBLE EVIDENCE OBSERVED IN THE FIELD AND ON RECORD DRAWINGS WHICH WERE KNOWN BY AND AVAILABLE TO THE SURVEYOR AS OF THE DATE OF THIS SURVEY. ADDITIONAL UTILITIES MAY BE PRESENT ON THIS PROJECT SITE.

PARCEL A AREA = 1.026 ACRES OR 44,708 SQ. FT.
PARCEL B AREA = 0.304 ACRES OR 13,254 SQ. FT.

REFERENCE IS MADE TO THE FOLLOWING:

1. A PLAT OF PROPERTY SURVEYED FOR WAREHOUSES, INC. BY B. P. BARBER & ASSOCIATES, INC. DATED MARCH 8, 2002 (DRAWING NO. 31,236-B65).
2. A PLAT OF PROPERTY SURVEYED FOR WAREHOUSES, INC. BY B. P. BARBER & ASSOCIATES, INC. DATED OCTOBER 18, 2001 (DRAWING NO. 31,072-B64).
3. A PLAT OF PROPERTY SURVEYED FOR STADIUM CENTER BY B. P. BARBER & ASSOCIATES, INC. DATED JUNE 26, 1997 (DRAWING NO. 28,787-B51).
4. A PLAT OF PROPERTY SURVEYED FOR D. S. PRICE BY ASSOCIATED ENGINEERS & SURVEYORS, INC. DATED APRIL 13, 1983, AND RECORDED IN PLAT BOOK 2, PAGE 4982.
5. A PLAT OF PROPERTY SURVEYED FOR RAY TAYLOR FAIR & THOMAS TAYLOR BY B. P. BARBER & ASSOCIATES, INC. DATED JANUARY 23, 1953 (DRAWING NO. 8975-A6).
6. A PLAT OF PROPERTY SURVEYED FOR GENERAL TOOL & ABRASIVES CO., INC. DATED JUNE 4, 1985, AND RECORDED IN PLAT BOOK 50, PAGE 4117.
7. A PLAT OF PROPERTY SURVEYED FOR WAREHOUSES, INC. BY B. P. BARBER & ASSOCIATES, INC. DATED JANUARY 9, 1950 (DRAWING NO. 7899-A2).
8. A PLAT OF PROPERTY SURVEYED FOR TAYLOR & FAIR BY B. P. BARBER & ASSOCIATES, INC. DATED APRIL 6, 1959 (DRAWING NO. 11,432-A8).
9. A PLAT OF PROPERTY SURVEYED FOR RAY TAYLOR FAIR, THOMAS TAYLOR & WAREHOUSES, INC. BY B. P. BARBER & ASSOCIATES, INC. DATED FEBRUARY 20, 1953 (DRAWING NO. 9018-A6).
10. RICHLAND COUNTY TAX ASSESSOR'S MAP NO. 11206-04-02 PORTION.

SD-03-55

Richland County, South Carolina
Approved For Recording
Date: 11/03 SD03-55
Carl D. Gosline, AICP Subdv. Admin.

FLOOD CERTIFICATION

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR RICHLAND COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBER 450279C0094 H PANEL 94 OF 275 DATED FEBRUARY 20, 2003 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN THE 100 YEAR FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GRAPHIC SCALE 0 50 100

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

10/9/03
H. B. DIMBLE, JR., S.C.P.L.S. No. 10289 DATE
101 RESEARCH DRIVE
COLUMBIA, S.C. 29203
TELEPHONE: (803) 254-4400

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REVISED TO SHOW INGRESS EGRESS EASEMENT	9/23/03	RET
2	REMOVED NOTE 4	10/7/03	RET

APPROVALS
PROJECT ENG.
DESIGNED BY:
DRAWN BY: RET
CHECKED BY: JBM
APPROVED BY: HBD

SOUTH CAROLINA PROFESSIONAL ENGINEER CERTIFICATE OF AUTHORIZATION B.P. BARBER & ASSOCIATES, INC. No. C00660
DATE
SIGNATURE

bpb
B. P. BARBER & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
COLUMBIA • SPARTANBURG • CHARLESTON • FLORENCE

SHEET TITLE: SITE SURVEY
SCALE: 1" = 30'
DATE: JULY 6, 2003

PROJECT: WAREHOUSES, INC.
RICHLAND COUNTY, S.C.
NEAR COLUMBIA

DISK	03388.DWG
N.B. NO.	1790
REF.	31,236-G4 31,767-G4
PROJECT NO.	03388

SHEET 1 OF 1

FILE NO. 31,767-B69

10/09/2003 07:47:04 AM EDT
J:\projects\03388\dwg\03388.dwg
Packet Pg. 630
50.b

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT - 1014 Adeline Drive, TMS# 11215-06-26 and 11215-06-42**

PURPOSE: **Council District: 3**

Proposal: Request to rezone the parcel from PUD-R and M-1 to M-1

Applicant: Joab Dick

Staff Recommendation: Approval

PC Recommendation: 09/11/2017; Cancelled; 10/02/2017: Approval (7-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** ZMA_1014Adeline (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
1014 Adeline Drive, TMS# 11215-06-26 and 11215-06-42

Council District: 3

Proposal: Request to rezone the parcel from PUD-R and M-1 to M-1

Applicant: Joab Dick

Staff Recommendation: Approval

PC Recommendation: 09/11/2017; Cancelled
10/02/2017: Approval (7-0)

PH, 1st Reading: 11/21/2017; Pending

2nd Reading: 12/5/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~2.8 acres
Current Use: Mixed Use Residential
Proposed Use: Mixed Use Residential
SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Inner Approach Zone and the SC Aeronautics Runway Protection Zone, as it is in proximity (approximately 3,650 feet) to the Jim Hamilton – LB Owens Airport.
Land Use Classification: Employment Campus (EC)
Current Zoning: Planned Unit Development-Residential District and Light Industrial District (PUD-R & M-1)
Proposed Zoning: Light Industrial District (M-1)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Employment Campus in The Columbia Plan 2018 Future Land Use Map.

These consist of areas dedicated to concentrations of employment uses ranging from professional services and research and development to light production facilities. They are often designed in parks and with internal street networks, extensive green spaces and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including

corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types:

- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types:

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas for two plans: the *Columbia Owens Master Plan (2002)* and the *Rosewood Plan: A Corridor & Neighborhood Plan* (2012).

The *Columbia Owens Master Plan* (2002) proposed two possible conceptual master plans for the area – a commercial/research option and a residential/research option. Specific to the subject property, the Plan noted the property's potential for redevelopment of the existing structure as a warehouse or light assembly use, and proposed street trees along Adeline up to the existing structure.

The *Rosewood Plan: A Corridor & Neighborhood Plan* (2012) did not make recommendations specific to the future land use or base zoning of the subject property, which had been approved as a Planned Unit Development prior to the Plan. However, the property was included within the area designated for a potential neighborhood design zoning overlay district. Directly adjacent to the subject property, the Plan recommended that the future land use of the property west, south, and east be Technology/Industrial and that these properties be rezoned from M-1 to T-1 accordingly; no change in zoning or land use was recommended for the property to the north.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development-Residential District and Light Industrial District (PUD-R & M-1). The abutting properties in the City of Columbia are zoned Light Industrial District (M-1) to the East, West and South and Single-Family Residential District (RS-3). The proposed zoning is Light Industrial District (M-1).

Planned Unit Development-Residential District

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

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

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

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

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council approve the rezoning of the parcel to M-1.



02/23/2017

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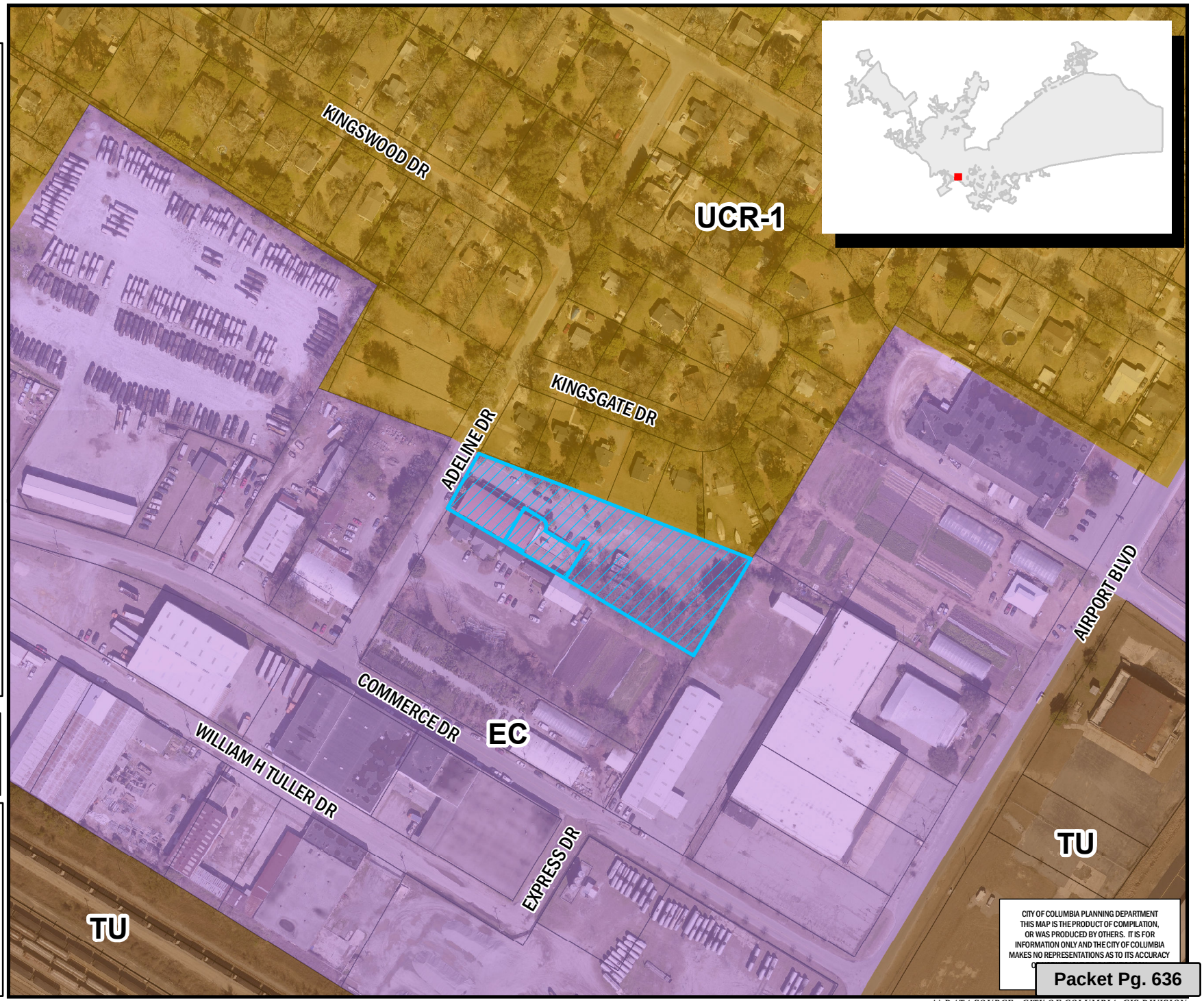
Future Land Use Map

1014 Adeline Drive; TMS# 11215-06-26 and 11
Existing City of Columbia FLU: EC

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 8, 2017

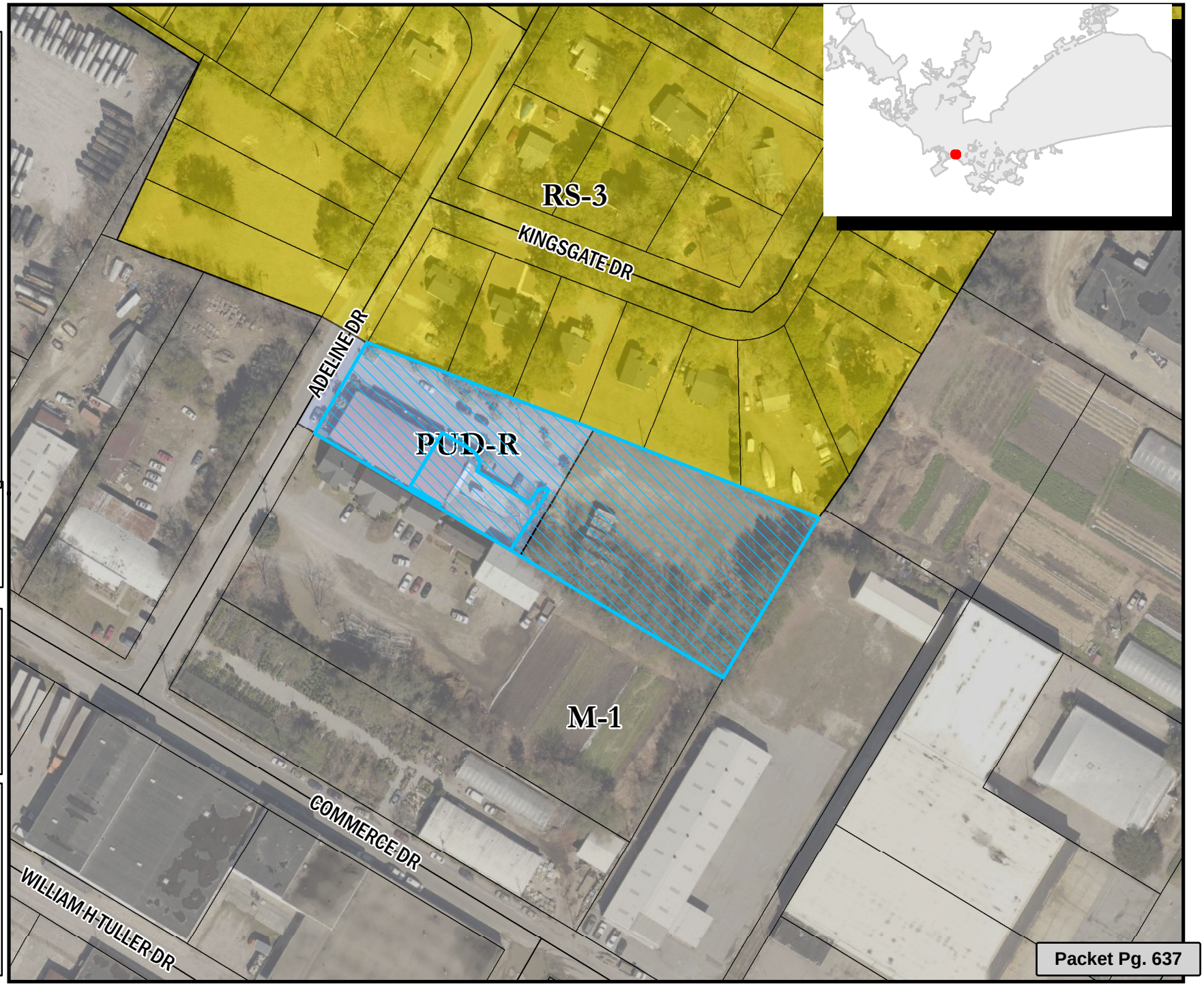
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1014 Adeline Drive; TMS# 11215-06-26 and 112
Existing Zoning: PUD-R and M-1; Proposed Zoning: M-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 8, 2017

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

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

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services

Table of Permitted Uses
M-1
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores

Table of Permitted Uses
M-1
Miscellaneous shopping goods stores
Mail order house
Non-store retaliers: Automatic merchandising machine operaters
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetary subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upolstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agences
Outdoor advertising agencies
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services

Table of Permitted Uses
M-1
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries

Table of Permitted Uses
M-1
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, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers

Table of Permitted Uses
M-1
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT - 1037 Market Street, TMS# 11206-04-04**

PURPOSE: **Council District: 3**

Proposal: Request to rezone the parcel from M-2 to C-3

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval (8-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** ZMA_Market1037 (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
1037 Market Street, TMS# 11206-04-04

Council District: 3

Proposal: Request to rezone the parcel from M-2 to C-3

Applicant: Boyce Haigler

Staff Recommendation: Approval

PC Recommendation: 10/02/2017; Approval (8-0)

PH, 1st Reading: 11/21/2017; Pending

2nd Reading: 12/5/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.76 acres
Current Use: Parking Lot
Proposed Use: Surface Parking and Structural Parking
SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.
Land Use Classification: Employment Campus (EC)
Current Zoning: Heavy Industrial District (M-2)
Proposed Zoning: General Commercial District (C-3)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Employment Campus in The Columbia Plan 2018 Future Land Use Map.

Employment campus areas are dedicated to concentrations of employment uses ranging from professional services and research and development to light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are more often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings

including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types:

- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types:

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not covered by an area plan which has been adopted by the City of Columbia.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Heavy Industrial District (M-2). The abutting properties in the City of Columbia are zoned General Commercial District (C-3) to the Northwest. The abutting properties in unincorporated Richland County are zoned GC to the Southwest and HI to the East.

Heavy Industrial District (M-2)

The M-2 district is intended to accommodate primarily those uses of a manufacturing and industrial nature, and secondarily those uses which are functionally related thereto such as distribution, storage and processing. General commercial uses are allowed but are considered incidental to the predominantly industrial nature of the district. Certain related structures and uses required to serve the needs of the primary uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. In addition, certain uses are permitted only as special exceptions or are prohibited in order to protect such uses from the potentially incompatible characteristics of industrial areas.

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 approve the rezoning of the parcel to C-3.



02/01/2017

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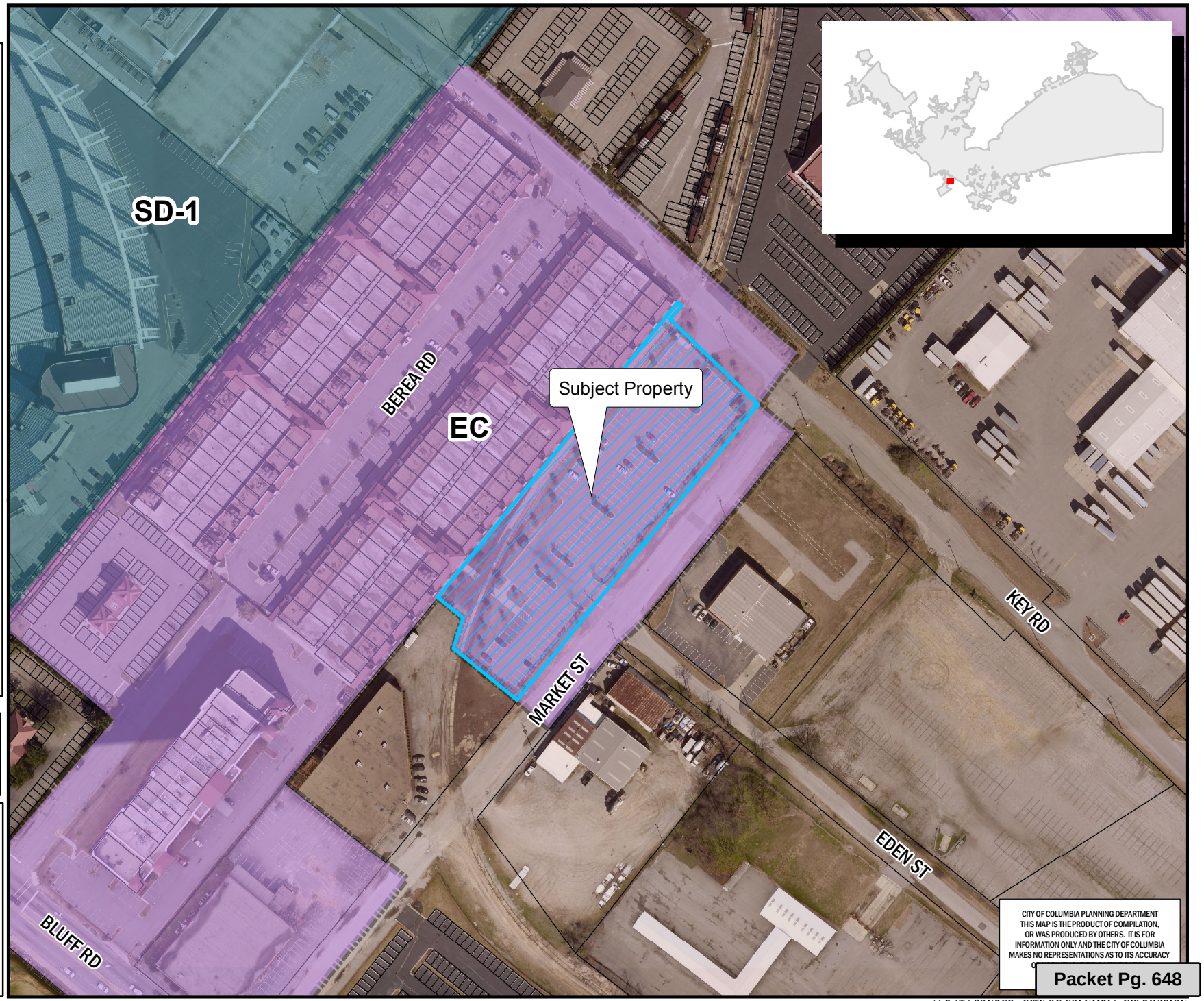
Future Land Use Map

1037 Market Street; TMS# 11206-04-04;
Existing FLU: Employment Campus (EC)

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 37.5 75 150 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
September 18, 2017

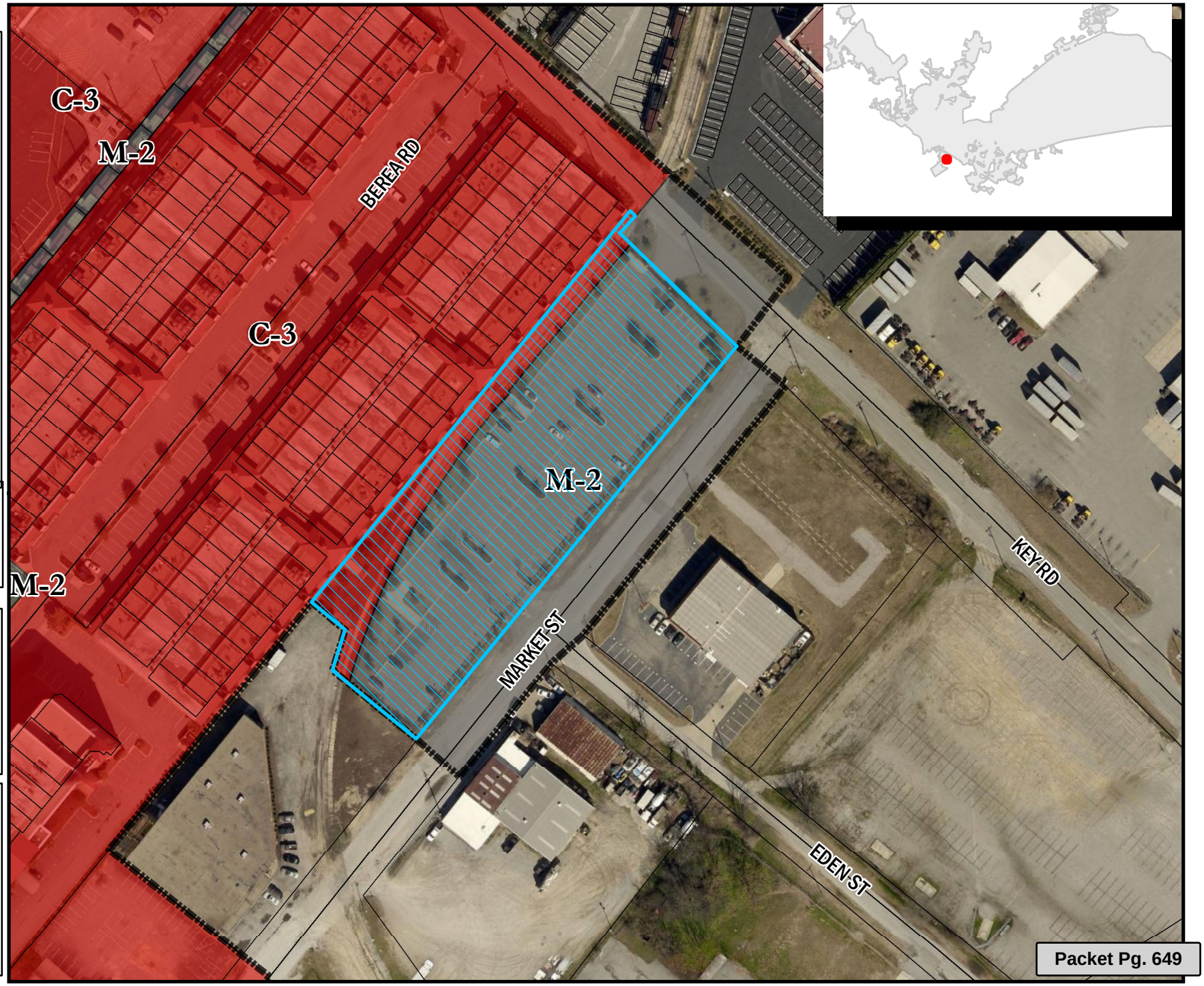
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1037 Market Street; TMS# 11206-0
Existing Zoning: M-2; Proposed Zoning: C-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 16, 2017

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CITY of COLUMBIA, S.C. JUSTITIA VIRTUTUM REGINA

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Table of Permitted Uses
M-2
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Tobacco products
Textile mill products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Chemicals and allied products
Petroleum refining and related industries
Rubber and miscellaneous plastic products
Leather and leather products
Stone, clay, glass and concrete products
Primary metal industries
Fabricated metal products, except machinery and transportation equipment
Machinery, except electrical
Electrical and electronic machinery, equipment and supplies
Transportation and equipment
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Manufacturing industries, not elsewhere classified
Railroad transportation

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classfied
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retaliers: Automatic merchandising machine operaters
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers

Table of Permitted Uses
M-2
Railroads
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Private Commercial Storage (Sec. 17-260)
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Radio and television broadcasting
Communication services, not elsewhere classfied
Electric substations
Gas production and distribution
Combination electric and gas, and other utility services
Water supply services
Sewerage Systems (Sec. 17-262)
Refuse systems
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Petroleum bulk stations and terminals
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, Non durable goods: Miscellaneous nondurable goods
Mobile home dealers
Gasoline service stations (Sec. 17-286)
Fuel oil dealers

Table of Permitted Uses
C-3
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetary subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
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 agences
Consumer credit reporting agences
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services

Table of Permitted Uses
M-2
Liquified petroleum gas (bottled gas) dealers
Finance, Insurance, and Real Estate
Cemetary subdividers and developers
Power laundries
Coin-operated laundries and dry cleaning
Equipment rental and leasing services
Miscellaneous business services: Miscellaneous
Employment agencies
Computer and data processing services
Photofinishing laboratories
Parking Lots
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Welding repair
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Labor Unions and similar labor organizations
Commercial, physical and biological research
Testing laboratories
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Wholesale trade-durable goods-Scrap
Used merchandise stores with weapons
Pawn shops
Recycling centers (see Sec. 17-273)
Dormitories, Public

Table of Permitted Uses
C-3
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
Reupholstery and furniture repair
Watch and jewelry 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
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools

Table of Permitted Uses
M-2
Fraternity and sorority houses
Correctional insitutions

Table of Permitted Uses
C-3
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
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
Microbrewery (Sec. 17-290) products
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 practictioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)

Table of Permitted Uses
M-2

Table of Permitted Uses
C-3
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
Furnitures and fixtures
Special Exception by Board of Zoning Appeals
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified

Table of Permitted Uses
M-2

Table of Permitted Uses
C-3
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT - 2701 Atlas Road and N/S Bluff Road(p), TMS# 13510-01-03 and 13500-02-04(p)**

PURPOSE: **Council District:3**

Proposal: Request to rezone the parcel from PUD-R to PUD-R and RG-2

Applicant: John Gantt

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval (8-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** ZMA_2701-Atlas (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary
2701 Atlas Road and N/S Bluff Road(p), TMS# 13510-01-03 and 13500-02-04(p)

Council District: 3

Proposal: Request to rezone the parcel from PUD-R to PUD-R and RG-2

Applicant: John Gantt

Staff Recommendation: Approval

PC Recommendation: 10/02/2017; Approval (8-0)

PH, 1st Reading: 11/21/2017; Pending

2nd Reading: 12/5/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~5.46 acres
Current Use: Vacant Land
Proposed Use: Multi-Family Housing
SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.
Land Use Classification: Urban Edge Community Activity Center (UEAC-1)
Current Zoning: Planned Unit Development-Residential District (PUD-R)
Proposed Zoning: Planned Unit Development-Residential and General Residential District (PUD-R & RG-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Community Activity Center (UEAC-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically a 3-5 mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway

interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types:

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Small and Medium Multi-family
- Small and Medium Flex

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Commercial
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not covered by an area plan which has been adopted by the City of Columbia.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development-Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Planned Unit Development-Residential District to the North and East and Development District (D-1) and Office and Institutional District (C-1) to the South. The abutting properties in unincorporated Richland County are zoned GC to the West.

Planned Unit Development-Residential District

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

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

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

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

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

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 approve the rezoning of the parcel to PUD-R and RG-2.



02/20/2017

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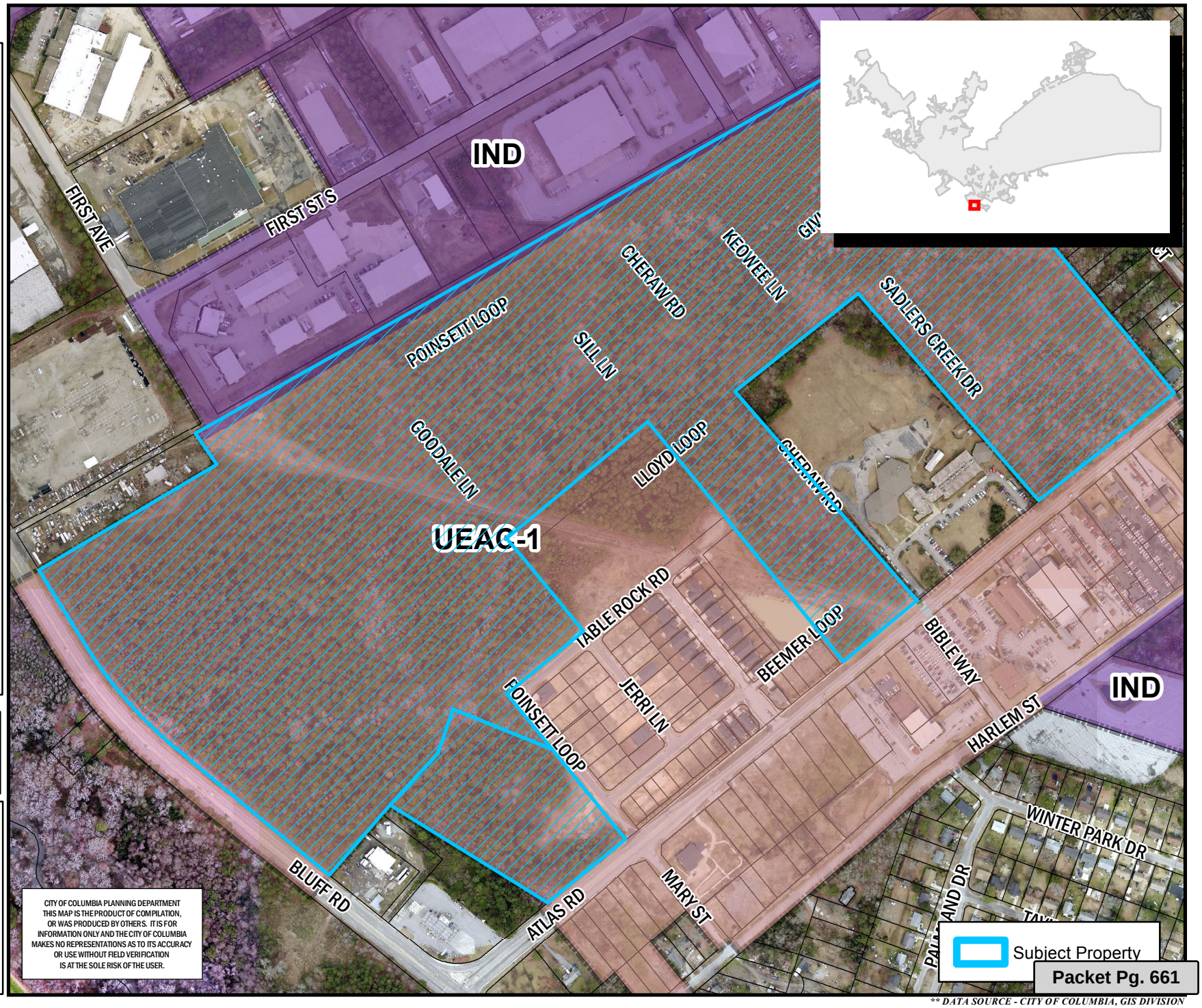
Future Land Use Map

2701 Atlas Road and N/S Bluff Road(p); TMS# 13510-01-03 and 13500
Existing City of Columbia FLU: UEAC-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
September 27, 2017

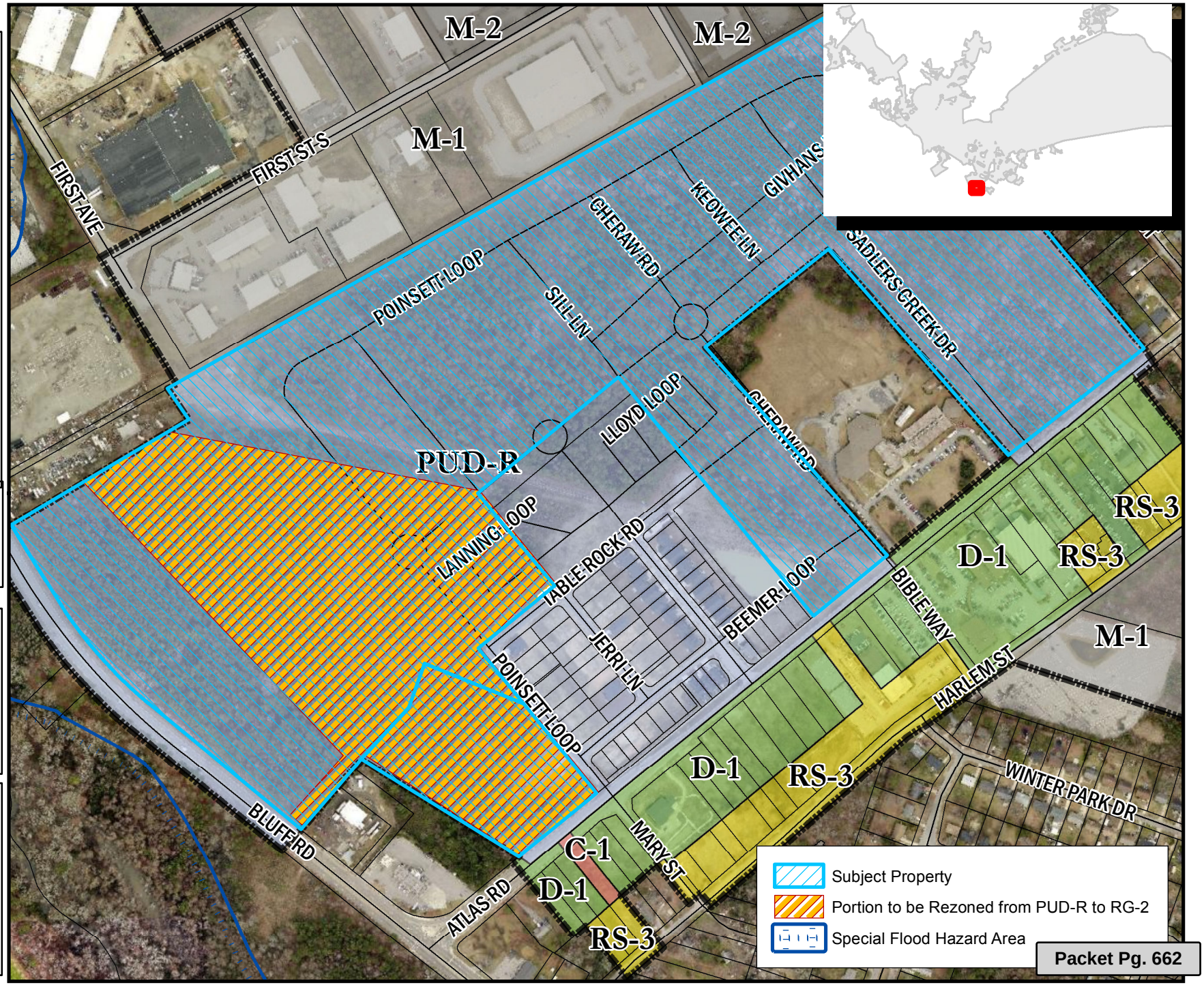
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2701 Atlas Road and N/S Bluff Road(p); TMS# 13510-01-03 and 13500-
Existing Zoning: PUD-R, Proposed Zoning: PUD-R, RG-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 27, 2017

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

We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **COMPREHENSIVE PLAN AMENDMENT - Capital City Mill District Area & Corridor Plan - Irene Dumas-Tyson, The Boudreaux Group**

PURPOSE: **Ordinance No.: 2017-094 - Adopting the Capital City Mill District Area and Corridor Plan as an addendum to The Columbia Plan 2018**

City Council Districts: 2 & 3

Proposal: Request the adoption of the Capital City Mill District Area & Corridor Plan as an addendum to the City of Columbia's Comprehensive Plan

Applicant: City of Columbia

Staff Recommendation: Approval

Joint PC Work Session: 09/21/2017

PC Recommendation: 10/02/2017; Approval (9-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CPLAN - Capital City Mill District Plan PH Case Summary 11.21.17 (PDF)
- #b: 2017-094 adopt Capital City Mill District Area and Corridor Plan (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Comprehensive Plan Amendment Case Summary: Capital City Mill District Area & Corridor Plan

City Council Districts: 2 & 3

Proposal: Request the adoption of the Capital City Mill District Area & Corridor Plan as an addendum to the City of Columbia's Comprehensive Plan

Applicant: City of Columbia

Staff Recommendation: Approval

Joint PC Work Session: 09/21/2017

PC Recommendation: 10/02/2017; Approval (9-0)

PH, 1st Reading: 11/21/2017; Pending

2nd Reading: 12/5/2017; Pending

SUMMARY

Introduction to Plan:
The Capital City Mill District Area & Corridor Plan represents a joint planning effort between the City of Columbia and Richland County. The Plan kicked off in April 2016, and a number of public meetings, as well as updates to Planning Commission and Council, have been held throughout the process.

The Study Area:
The study area roughly aligns with the "Granby/Whaley/Olympia Area" identified in the Plan Columbia Land Use Update as a recommended area plan. The study area is bounded by the river to the West, the Innovista District to the North, and the Rosewood Planning Area to the Northeast. The Assembly Street corridor to the East was included in order to provide for comprehensive planning of the lower portion of Assembly Street in one phase. The planning area contains five of the original six mills developed in Columbia around the turn of the Twentieth Century, and consists of approximately 838 acres (332 acres in the City of Columbia and 506 acres within unincorporated Richland County).

Purpose:
Richland County and the City of Columbia have joined together to help the community identify a vision for their future. The community has advocated for an updated plan for the area to help them confront and adapt to development pressures and their changing population. Our goal is to work toward a plan which can be adopted and implemented by both City and County Council.

Summary of the Plan and Organization:
The Plan analyzes the existing conditions in the study area, including demographic and market analyses and a review of prior planning efforts that affect the study area. The plan reviews and builds upon community input, and sets forth recommended strategies for implementation which are grouped underneath four "big ideas":

1. Implement placemaking policies and projects;
2. Manage trains, transportation, and traffic;
3. Unify and connect the district to the greater community; and
4. Improve environmental stewardship.

Vision Statement:
"The Capital City Mill District is a thriving community celebrated for the preservation of its history and its embrace of the creative and innovative classes, dynamic new investments, diverse housing opportunities, and a comprehensive multimodal network. The Capital City Mill District is a beautiful community defined by unique neighborhoods, sustainable development, the conservation of trees, riparian areas, and the Rocky Branch, and well-connected parks and greenways that exemplify environmental stewardship and a spirit of collaboration. The Capital City Mill District will continue to be an attractive destination due to its accessibility to authentic cultural offerings, local shopping and dining, and its proximity to the Congaree River, downtown Columbia, and USC. The Capital City Mill District embodies community spirit and hope in the future."

Revisions made to the August 30, 2017 draft, reflected in the September 27, 2017 draft:

- Cover Page – logos were removed and relocated to Page 1
- Page i – Watermark date changed to September 27, 2017
- Page 3 – Richland County Council Presentation date changed to October 24th
- Page 36 – Existing zoning map edited to accurately reflect what is City limits (@ City zoning RG-1)

Future Steps:
The draft plan was released to the public on August 4, 2017 and reviewed at a public meeting on August 17, 2017 prior to presentation to Planning Commission and Council. City and County Planning Commissions held a joint work session on September 21st regarding the draft Plan. Both Planning Commissions recommended approval of the draft Plan, with no modifications, at their respective October 2, 2017 regular meetings. If adopted by City Council, the Plan will serve as guidance for elected and appointed officials and City staff when making decisions about infrastructure improvements, amendments to local ordinances, and development reviews where applicable.

The draft Plan was adopted by Richland County on November 14, 2017:

- County Council Public Hearing & First Reading: October 24, 2017
- County Council Second Reading: November 7, 2017
- County Council Third Reading: November 14, 2017

STAFF RECOMMENDATION

Staff recommends to City Council the adoption of an ordinance to adopt the Capital City Mill District Area and Corridor Plan (draft date September 27, 2017) as an addendum to the City of Columbia's Comprehensive Plan.



DRAFT

(September 27, 2017)

CAPITAL CITY MILL DISTRICT AREA AND CORRIDOR PLAN

Imagine the Future of the Capital City Mill District

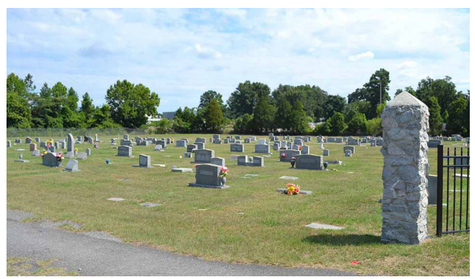
Whaley **Olympia** **Granby**

Imagine Mill District

DRAFT













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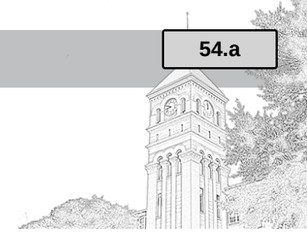

Listening to those who live and work in the Capital City Mill District, getting to know this very special place, and subsequently creating a roadmap for the Mill District's future have been an honor for our team. There is a shared, deep-held belief in the history of the Mill District and its potential. There is a spirit of collaboration within the Mill District that served as a strong foundation to this planning process. The City of Columbia and Richland County brought this same spirit of collaboration to the process, agreeing to envision and work together for the good of this community. This collaborative spirit will be critical to the success of the plan's implementation.

The Capital City Mill District Area and Corridor Plan process has prospered from the partnership between Richland County and City of Columbia staff. They have been committed stewards of the needs, resources and ideas of their respective jurisdictions, yet have managed this process as one entity: the Capital City Mill District Area. Members of the Planning Advisory Committee have been passionate advocates for the needs and visions of residents and property and business owners. This is their home, and they have represented their community beautifully while providing very thorough counsel to our team.

The Imagine Mill District Planning Team applauds Richland County Council and Columbia City Council for supporting and committing resources to this collaborative planning process. This establishes a new precedent for multi-jurisdictional planning within the State of South Carolina. The County and City Planning Commissions provided feedback and support and will be essential to the Plan's implementation.

The Imagine Mill District Planning Team especially thanks Richard Burts and Tom Chinn for their support and generosity in the use of the 701 Whaley for Imagine Mill District meetings and workshops. 701 was the ideal place to gather as it is a testament to community will and vision and to the value of investing in and preserving historic places.

Shepherding the Capital City Mill District Area and Corridor Plan has been a privilege.

THE IMAGINE MILL DISTRICT PLANNING TEAM

BOUDREAUX
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Nicholas Burger, Associate AIA
Erica Timmons, LEED AP BD+C

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Charles Howell, RLA
Hoyt Burnett, PE

Toole Design Group
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Jared Draper, AICP

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Rachael Weiter, PE
Drew Derrick

CityVolve
Jeff Baxter, RLA, LEED AP, BD+C
Jim Haley

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Joyce Dickerson, Chair, District 2
Yvonne McBride, District 3
Paul Livingston, District 4
Seth Rose, District 5
Greg Pearce, District 6
Gwendolyn Kennedy, District 7
Jim Manning, District 8
Calvin "Chip" Jackson, District 9
Dalhi Myers, District 10
Norman Jackson, District 11

Columbia City Council
Mayor Stephen K. Benjamin
Councilwoman Tameika Isaac Devine, Mayor Pro Tempore, At-Large
Councilman Howard E. Duvall, Jr., At-Large
Councilman Sam Davis, District I
Councilman Edward H. McDowell, Jr., District II
Councilman Moe Baddourah, District III
Councilman Daniel J. Rickenmann, District IV

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Latoisha Green, Richland County, Project Manager
John S. Fellows, AICP, City of Columbia
Krista Hampton, City of Columbia
Tracy Hegler, AICP, Richland County

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NAI Avant, Community Investor
Richard Burts
Owner, 701 Whaley
Robert Guild
Granby Representative
Viola Hendley
Olympia Representative
Derrick Huggins
University of South Carolina
Sherry Jaco
Olympia-Granby Mill Village Museum
Adam Nagler
Community Resident
Ryan Nevius
Environmental Representative
James Quint
Historic Columbia Foundation
Gregory Sprouse
Central Midlands COG
Bill Yandle
Whaley Representative

Richland County Planning Commission
Stephen Gilchrist, Chair
Heather Cairns, Vice Chair
Christopher Anderson
Wallace Brown, Sr.
Beverly Frierson
Ed Greenleaf
Prentiss McLaurin
C. David Tuttle
Karen Yip

City of Columbia Planning Commission
Richard Cohn
James Frost II
LaTrell Harts
April James
John Taylor
Brian Stern
Dale Stigamier
Ford Tupper
Craig Waites

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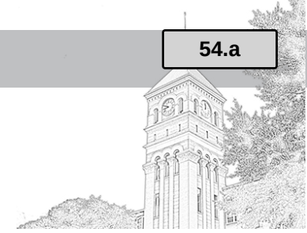

Nowhere in the Midlands is the spirit of community, conservation, preservation and neighborliness as alive as it is the Capital City Mill District (the Mill District). The Mill District is a rich tapestry of memories and the buildings and landscapes that shaped those memories. It is and has been a mill village, a crossroads of rail lines and commerce, a home to "lint heads" and new generations, and a focal point for growth and development. The Mill District is thriving, as evident in the success of 701 Whaley, the new student housing, and the potential redevelopment of the former Capital City Ballpark redevelopment site. However, the Mill District continues to struggle with the pressures from increased traffic, working around the trains, the impacts of increasing numbers of students living within the fabric, and the challenges of cross-jurisdictional governance between City of Columbia and Richland County.

There has never been a more exciting time for the Mill District due to the unprecedented and committed collaboration between the City, County, and commitment of the Mill District stakeholders. *The Capital City Mill District Area and Corridor Plan* is a product of broad community input and research. The planning team listened to the community in order to capture the imaginations of those who live, work, and play in the Mill District.

The following principles support the *Capital City Mill District Area and Corridor Plan* and should serve as a shared statement of the community values in order to guide the plan implementation process. These principles should encourage decision-makers, developers, designers, business owners, and residents to consider how each project, policy, business, new building or park supports the long-term implementation of the plan and, therefore, reflects the vision of the Mill District.

This is an implementation plan: one with short, medium, and long-term strategies to implement once the Plan is adopted. These strategies are grouped under four big ideas. The hope is that this plan will support past efforts by leveraging resources and shared strategies, making implementation practical upon adoption.

This plan should be reviewed regularly and updated as needed. Periodic updates will further advance the Big Ideas due to improved transportation, higher rates of owner occupied housing, new retail, commerce, cultural development, and new public and private investments. Priorities can and will change due to successes and available resources. Updating the Plan will ensure that the Plan remains relevant and continues to support the vision.

VISION

The Capital City Mill District is a thriving community celebrated for the preservation of its history and its embrace of the creative and innovative classes, dynamic new investments, diverse housing opportunities, and a comprehensive multimodal network. The Capital City Mill District is a beautiful community defined by unique neighborhoods, sustainable development, the conservation of trees, riparian areas, and the Rocky Branch, and well-connected parks and greenways that exemplify environmental stewardship and a spirit of collaboration. The Capital City Mill District will continue to be an attractive destination due to its accessibility to authentic cultural offerings, local shopping and dining, and its proximity to the Congaree River, downtown Columbia, and USC. The Capital City Mill District embodies community spirit and hope in the future.

GUIDING PRINCIPLES

The Capital City Mill District is a strong, unified community of unique historic neighborhoods; therefore we commit to the following principles:

· We will preserve the architectural character of the Mill District through the rehabilitation of existing structures and through infill and new development that respects the scale and design attributes of the mill village vernacular and reflects aesthetic excellence and authenticity.

· We will be committed stewards of the Rocky Branch watershed, the Congaree River and the Mill District parks and natural resources in order to preserve their beauty, accessibility, purpose, and health.

· We will create and foster partnerships and collaborations across agencies and community organizations.

· We will strive to provide opportunities to celebrate and to promote the Mill District's culture, history, the arts, natural resources, and industry.

· We will be engaged in and contribute to public efforts that will impact the quality of life within the Mill District and the safety and prosperity of the community.

· We will strive to foster a spirit of innovation and creativity as we work to revitalize our neighborhoods and advance economic opportunities, particularly for local businesses.

· We will promote a safe, multi-modal, well-connected transportation network that works in concert with the Mill District fabric, the historic context and natural resources.

· We will strive to preserve and encourage housing choices appropriate in scale and character.

GOALS

The goals of the Capital City Mill District are to provide a collaborative and equitable community framework in order to:

· Protect, preserve, elevate and celebrate the authentic history, architecture and fabric of the neighborhoods

· Revitalize and complete corridors and greenways that will safely and beautifully connect people to the Mill District's unique places and resources

· Encourage increased homeownership, community investment, and stewardship

· Manage the Rocky Branch, parks and natural environments for increased enjoyment and stewardship

· Balance conservation and development

· Create and support opportunities for residents to engage and to prosper

BIG IDEA 1: Implement placemaking policies and projects

BIG IDEA 2: Manage trains, transportation & traffic

BIG IDEA 3: Unify and connect the district to the greater community

BIG IDEA 4: Improve environmental stewardship

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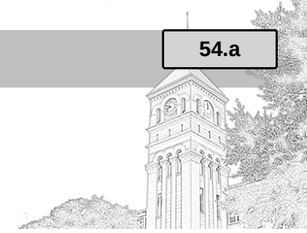
PROCESS



INTRODUCTION

As stated by one resident during the April public meetings, the Mill District is a tapestry of rails, streets, people, and greenways. The analogy of a tapestry is appropriate in a couple of ways. First, the obvious connection is the Mill District's genesis and reason for being: textiles. The sounds of the looms, the machines, and the whistle at the end of the day still echo among the houses and trees and the landscape. In creating a strong tapestry, the weaver creatively weaves, warps, and wefts threads of different colors, weights, and materials. These tapestries may serve utilitarian purposes or could serve as icons, or memorials. They may be used to strictly bring joy and wonder, while also serving as unique works of art.

In the warp and weft of a tapestry, very interesting things happen – beautiful knots or patterns give character to the piece based on the weaver's vision. However, if the weaver loses focus on the vision, the tapestry could unravel, creating holes that weaken the fabric.

Weaving together a community is very similar. A community is a creative blend of diverse people, buildings, economies, colors, dreams, landscapes, and opportunities. Just as a tapestry is richer, stronger and more authentic through the creative use of materials, so, too, is a community richer, stronger, more authentic, and more purposeful through the creative and intentional use of a warp and weft of resources.

The recommendations presented in this report are authentic to the needs, vision, and purposes of the Mill District. They are a weaving of policies and ideas for transportation, building economies of place, watershed protection, architectural heritage, livability, and community building. The Mill District is a tapestry-not just a singular thread or color, but a rich fabric of multiple threads.

TIMELINE

- **March 23, 2016**
  Project team meeting to prepare for public/ stakeholder workshops in April
- **April 15, 2016**
  Olympia Fest: Hosted a booth and conducted surveys (108 respondents)
- **April 26, 2016**
  Meeting with Rocky Branch Watershed Assessment consultants
- **April 27-28, 2016**
  Public meetings, stakeholder workshops, PAC tour of district
- **May 17, 2016**
  Meeting with the River Alliance
- **May 26, 2016**
  Capital Mill District Planning team work session
- **June 6, 2016**
  Railroad coordination teleconference with CSX
- **June 9, 2016**
  SCDOT Rail Office and Preconstruction office meeting
- **June 20, 2016**
  Railroad work session
  Pre-PAC work session and PAC work session
- **June 29, 2016**
  Team work session and public meeting
- **June 30, 2016**
  SCDOT/NS/CSX coordination meeting
  PAC work session on potential rail and transportation alternatives
- **July 11, 2016**
  Joint City/County Planning Commissions meeting
- **July 27, 2016**
  City/County railroad coordination meeting
- **August 23, 2016**
  Meeting with Mill District developers and commercial property owners
- **September 27, 2016**
  Meeting with Vulcan leadership
- **September 28, 2016**
  Work session with City and County staff
- **October 3, 2016**
  Meeting with City and County leadership to discuss rail consolidation alternatives
- **October 5, 2016**
  PAC meeting and Public Workshop including presentation of preliminary recommendations
- **October 18, 2016**
  Meeting with USC Campus Architect
- **November 2, 2016**
  Meeting with USC Foundation
- **November 30, 2016**
  Public Workshop and presentation of preliminary recommendations
- **December 8, 2016**
  Meeting with USC Facilities and Transportation
- **December 20, 2016**
  Staff provided updates to City and County Council
- **January 6, 2017**
  PAC Workshop
- **January 11, 2017**
  Whaley Neighborhood Presentation
- **February 1, 2017**
  PAC WorkshopMarch 6, 2017
  Update to County Planning Commission
- **March 20, 2017**
  Update to City Planning Commission
- **June 21, 2017**
  PAC meeting to review draft Plan
- **August 17, 2017**
  Public meeting to review draft plan
- **September 21, 2017**
  City/County Planning Commission Joint Work Session
- **October 2, 2017**
  Recommendations by City and County Planning Commissions
- **October 24, 2017**
  County Council Presentation
- **November 21, 2017**
  City Council Presentation
- **December 2017**
  Adoption

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STUDY AREA BOUNDARIES

The Mill District is defined by the original mill neighborhoods of Granby, Whaley and Olympia. The District contains five (5) of the original six (6) mills developed in Columbia around the turn of the Twentieth Century and consists of Granby, Olympia, Capital City, Palmetto, and Richland Mills. The study area consists of approximately 838 acres - 330 acres within the City of Columbia and 508 acres within unincorporated Richland County.

The purpose of the *Capital City Mill District Area and Corridor Plan* is to create a plan that will establish a community vision for the future development of the study area. The Plan will provide recommendations and implementation strategies to achieve that vision.

The Mill District is experiencing significant change and development pressures from a resurgent urban center and a growing university. It is located between an industrial area to the south, and the central business district to the north. To the west are a stone quarry and the Congaree River, and to the east is the University of South Carolina. The area contains a diversity of uses from historic neighborhoods (Granby, Olympia, and Whaley), to student-oriented housing and a variety of lower density commercial and light industrial businesses. A proposal to purchase and redevelop the Capital City Ballpark site underscored the need for a plan for the South Assembly Street corridor, given its strategic importance as a major gateway into Columbia. Concurrently, the adjacent neighborhoods have been struggling with issues of transportation, parking, traffic, land-use incompatibility, water quality and flooding. The boundaries of the study, shown in ***Figure 1***, includes land within the City of Columbia and unincorporated Richland County, and the jurisdictions have resolved to work together to facilitate a plan to address the issues of the community, which includes the corridor and adjacent neighborhoods.



Figure 1: Mill District Study Area

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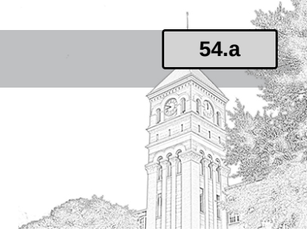
PREVIOUS PLANS OVERVIEW



Since 1978, several plans have been developed for the Mill District area and neighborhoods. A general overview of the following plans revealed a history of common ideas for addressing challenges and improving the Mill District. A few of the common threads include: managing traffic and trains; preservation of the mill vernacular architecture; improving stormwater management; improving housing opportunities; connectivity; and developing more retail, service and business amenities. The *Capital City Mill District Area and Corridor Plan* strives to build on these previous plans while becoming a plan of action for bringing this vision to life.

Plan Together, Putting the Pieces in Place was a first-time, coordinated planning process for both Richland County and the City of Columbia. The City updated the Land Use Element of its Comprehensive Plan, and the County updated its entire Comprehensive Plan, which resulted in shared strategies and a coordinated Future Land Use map. This coordination has continued through the *Capital City Mill District Area and Corridor Plan*.

1983 OLYMPIA NEIGHBORHOOD DEVELOPMENT PLAN

GOALS

- Housing: Improve the quality and variety of housing.
- Land Use and Zoning: Organize the relationship between land uses logically and efficiently to form a well-planned neighborhood.
- Transportation: Provide for a system of adequate street coordinated with the pattern of existing and proposed land uses and activities to achieve the safe, efficient movement of people.
- Public Safety: Provide a system in which lives and property of individuals living in the neighborhood are protected.
- Community Facilities: Provide for a full range of public open space and recreation areas.
- Storm drainage and Erosion Control: Correct major storm drainage problems.
- Sewer Facilities: Provide sewer service to all homes in the area.
- Economic Development: Improve the economic standards and conditions for residents.

GRANBY WHALEY OLYMPIA PLAN (1999)

DESIRES

- A Quarry Access Road
- "Milltown Commons" area, public "control" and park
- Village Traffic Calming: Whaley Street and Olympia Avenue
- Mill Village Development / Housing Development Corporation with revolving fund
- Village Railroad Quiet Zone
- Community Accessible Renovated Olympia School
- Neighborhood Public Health and Safety Study
- Neighborhood Transportation Study: Road and Railroad
- Rocky Branch Restoration
- Three Rivers Greenway Mill Villages Riverlink

RICHLAND COUNTY COMPREHENSIVE PLAN (2015)

GUIDING PRINCIPLES

In the future, as it assesses new opportunities and coordinates with local and regional partners, Richland County will…

- Balance land planning and development goals with private property rights
- Support the Midlands regional vision for growth within Richland County
- Promote investment in existing communities and support redevelopment opportunities
- Coordinate land planning and infrastructure planning to efficiently provide public services and to support a preferred growth pattern
- Coordinate land planning with Columbia and other jurisdictions, with a focus on areas of common interest
- Support the continued viability of agricultural, horticultural and forestry operations
- Support military installations and their operations through land planning
- Support economic development by investing in targeted areas
- Improve quality of life by fostering development of livable communities

PLAN COLUMBIA LAND USE PLAN (2014)

VISION STATEMENT

The City of Columbia will embrace the opportunities afforded by the coming decades of growth to become a destination for people and businesses. We will focus our efforts on reinvesting in our existing neighborhoods and business districts and growing where there is opportunity to increase housing choices. Our southern spirit will be embodied in a built environment that embraces sustainable and unique design while providing a rich and dynamic environment for our people and businesses to thrive.

GUIDING PRINCIPLES

We believe in...

- High quality design of the built environment—public and private architecture, streetscape, corridors, gateways and edges—that distinguishes the City.
- Strong neighborhoods with distinct identities and amenities within walkable distances.
- A connected greenway system that links waterways and environmental corridors as well as reaches into neighborhoods.
- A range of housing choices—type, price, and location—that serves a diverse population.
- A strong city center with increased intensity, mix of use, and vibrant and active public realm.
- Better utilization of vacant structures and land— through infill and redevelopment—that is well-served by infrastructure and adjacent to developed land.
- Greater intensity of development at strategic locations that creates a mix of uses and a critical mass required for a vibrant community.
- A connected community with ease of mobility that better balances the needs of pedestrians, automobiles, bicyclists, and transit users.

WALK BIKE COLUMBIA: PEDESTRIAN & BICYCLE MASTER PLAN (2015)

VISION STATEMENT

Walk Bike Columbia envisions an expanded and ADA-accessible network of transit, sidewalks, greenways, trails, and on-street bicycle connections linking people to jobs, schools, destinations, adjacent communities, and one another. The network serves residents, commuters, students, and visitors alike. Walking, biking and transit are an integral part of City projects, policies, and programs and are perceived as routine, efficient, safe, and comfortable options for both transportation and recreation. People of all ages and abilities enjoy walking and biking and benefit from enhanced quality of life, public health, and economic opportunity.

GOALS

- Choice - Provide a range of transportation options to advance Columbia's multimodal linkages and transportation culture.
- Awareness - Increase education, encouragement, and enforcement related to biking and walking to build confidence for residents.
- Safety and Comfort – Improve safety while designing attractive and comfortable streets, trails, and greenways for all users.
- Accessibility – Institutionalize universal design principals to meet the needs of all modes and all users.
- Connectivity and Convenience – Biking, walking, and using transit for transportation will be easy, efficient, and routine activities.
- Evaluation – The City will measure progress towards advancing the vision and goals of Walk Bike Columbia.
- Usage – The transit-, walking-, and biking-environment will help inspire movement in everyday life.
- Implementation – Local leadership, coordination, and funding will allow the continued growth of the network.

ROCKY BRANCH WATERSHED ASSESSMENT REPORT (2016)

SUMMARY

The Rocky Branch Watershed Assessment report of May 20, 2016 prepared by McCormick Taylor set forth many recommendations subwatershed by subwatershed. Of particular note to the Mill District planning process were the Capital Improvement Projects and other Low Impact Development solutions that were outlined for those subwatersheds within the Capital City Mill District: Mill Villages A & B, Fairgrounds, Rosewood, USC and Outlet. The Assessment indicated that relieving the existing choke points along the Rocky Branch will help with flood volumes, while stream restoration and the infiltration that can be built within the Mill District itself will improve water quality.

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PUBLIC INPUT

On April 27-28, 2016, the City, County, and planning team hosted a series of public meetings and focus groups to gather initial input from Mill District stakeholders. Over the two days at 701 Whaley, numerous residents, business owners, developers, community advocates, and elected leaders shared their concerns, hopes, and ideas for the future of the community. The focus groups addressed issues such as conservation, cultural facilities and programming, parking, school facilities, greenways, transportation, neighborhood preservation and economic development. The input gathered formed the foundation of the *Capital City Mill District Area and Corridor Plan's* framework and recommendations and was built upon throughout the planning process. Following is a summary of input from the April meetings.

WHAT IS MOST SACRED IN THE MILL DISTRICT?

Olympia Avenue ◆ The Mills ◆ 701 Whaley: catalyst, gathering point ◆ Residential Neighborhoods ◆ Olympia Park ◆ Pacific Park ◆ Olympia School ◆ Churches ◆ Congaree River ◆ Vulcan Quarry ◆ Mill Housing Architecture ◆ Mill History ◆ Mill Town Commons ◆ Rocky Branch ◆ Whaley Street ◆ Intersection of Whaley/Olympia ◆ Olympia Cemetery ◆ Granby Mills ◆ The Doughboy Statue (in current location) ◆ Three Rivers Greenway and Riverlink ◆ Active, engaged community members ◆ Character of the three different neighborhoods

THE MILL DISTRICT WOULD BE PERFECT IF…

MULTI-MODAL, SAFE AND EFFICIENT TRANSPORTATION

Eliminate trains through the neighborhoods ◆ Manage truck and game day traffic ◆ Manage traffic and well-maintained infrastructure ◆ Complete streets: Pedestrian and Bike Infrastructure/Connectivity

MORE FAMILIES AND HOMEOWNERS LIVING IN THE MILL DISTRICT

Owner occupied homes and families moving back into neighborhood ◆ Neighborhood schools ◆ Street lighting and increased safety ◆ Safe and accessible sidewalks ◆ More transportation links to downtown, the Vista, USC, Cayce and others parts of the City and County (coordination with COMET and the USC transit)

VIBRANT ECONOMY OF PLACE

Neighborhood retail that is authentic and unique ◆ Diversity in services, restaurants and events ◆ More local businesses to serve residents ◆ Commitment to preservation of Mill history and architecture ◆ No longer a pass through, but a place where people choose to be ◆ Places where people meet, participate in and engage with the community ◆ "Thriving without Gentrifying"

EQUITABLE MULTI-JURISDICTIONAL REGULATORY FRAMEWORK

Equitable regulatory framework of City and County ordinances ◆ Political will, incentives and funding ◆ Managed rentals that support and enhance the standard of living for all

ACCESS TO RECREATION AND GREEN SPACE

Rocky Branch revitalized ◆ Railroad embankment incorporated in the greenway and Olympia park ◆ More community green space (active and passive) throughout the Mill District, particularly in the Olympia neighborhood ◆ Integrated connection strategy to the River







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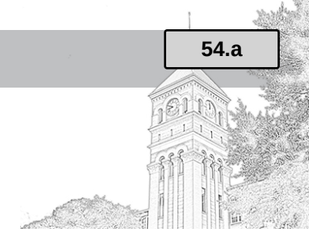

PUBLIC INPUT

BIGGEST CHALLENGES

- Traffic: management, volumes, event parking
- Trains: noise, schedules, safety, traffic disruptor, number of lines
- Absentee landlords
- Percentage of new housing dedicated to students
- The existence of multiple jurisdictions
- Negative stigma and perception
- Lack of balance between commercial and residential development
- Lack of available land
- The proposed flyover and SCDOT strategies: lack of understanding, changed dynamics since originally planned
- Lack of systemic approach to Huger Street and Whaley Street, which are the same
- Lack of safe pedestrian and bike connectivity within the Mill District and to the greater community
- Blighted properties
- Lack of clearly identified and constructed crosswalks
- Maintaining village atmosphere with the traffic and thoroughways
- Keeping up with projected development density
- Stormwater management and flooding
- Lack of parking for business patrons
- Funding all of the above

THE BIGGEST OPPORTUNITIES

- Richland County School District One warehouse and maintenance facility
- Dreyfus Street
- Ferguson Street
- Olympia/Bluff
- Capital City Stadium
- Access to the Congaree River
- Catawba Street: careful coordination with USC as IT corridor
- The historic mill buildings along Assembly Street
- Arts spaces
- Jaco's Corner as Mill District gateway
- Rehabilitation of historic mill homes
- Use of vacant lots
- Williams Street - Blossom Street - Gervais Street connection
- Continued community engagement in decision-making process
- Ensure affordable and variety of housing opportunities
- Coordination with development along the District boundaries: impacts, infrastructure, and integration
- Coordination with Vulcan Quarry
- SCANA property on Assembly Street
- Assembly Street Corridor, particularly with rail line consolidation
- Multi-jurisdictional collaboration and planning
- Tax credits, grants, incentives
- Celebrating and preserving the sense of place and authentic mill character

WHAT DO YOU NOT WANT TO SEE IN THE MILL DISTRICT?

- Big box stores (If allowed, ensure they adhere to design and development standards that reflect the community character)
- Additional student housing
- More big industrial businesses
- Trailers, mobile homes
- More unmanaged traffic

WHAT ONE WORD BEST DESCRIBES THE MILL DISTRICT?



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PUBLIC INPUT

As specified in the original RFP, the purpose of the *Capital City Mill District Area and Corridor Plan* was "to create a plan that will establish a community vision for the future development of the study area and to create a plan that will provide recommendations and implementation strategies to achieve that vision."

A robust public input process confirmed what the community wanted for the Mill District. The value of public input is that those who live, work and invest in the community are able to share their concerns and ideas and give form to the vision and strategies. The community shaped the following vision, goals and guiding principles and identified, early in the process, priorities to address throughout the plan.

The following priorities were identified early in the planning process:

- Community Identity, Placemaking and Community Vision
- Trains, Trucks and Traffic Management
- Rocky Branch and Stormwater Management
- Greenways, Bikeways and Sidewalks
- The development of an equitable regulatory framework across jurisdictional boundaries
- Vibrant, Authentic and Prosperous Economic Development that celebrates the Mill District character and history, encourages and supports homegrown businesses, provides neighborhood services amenities, attracts new home owners

These priorities were the foundation for establishing the four Big Ideas of the Plan's recommendations.

Throughout the public meetings and focus groups, participants shared what they would like to see and what they would like to be able to do in the Mill District in the future. The following vision scenarios reflect the possibilities from their ideas and imaginations.

We imagine a Capital City Mill District where…

- Young families, young professionals, empty nesters and former lint heads live in mill houses they have been renovated or built in the mill vernacular. They live here because of the authentic sense of place and the vibrant spirit of community. They know their neighbors because they pass on the greenway and sidewalks, meet in the parks and community gardens, in the local shops and restaurants, at church and community events.
- Rocky Branch Greenway has become not only a well-traveled path to work, school and to events throughout Columbia, and to the Three Rivers Greenway system, but it is a destination for the Midlands due to its beauty, safety, places to sit, the historic and environmental markers along the path, and the opportunities to observe native flora and fauna.
- The consolidated rail line along Assembly Street has created an integrated and safe pedestrian and bike network within the Mill District and to USC as well as improved traffic management and efficiencies. The abandoned right-of-way is now a thriving multi-use path lined with mixed-use developments that have made the Mill District an exemplary case study for public private partnerships focused on the creative and innovation economies.
- Olympia Avenue is a vibrant, beautiful boulevard that connects well-maintained neighborhoods to local businesses, a museum and galleries. Olympia Avenue exemplifies neighborhood revitalization and corridor redevelopment while reflecting the Mill Village history.
- Continued collaboration between the City of Columbia and Richland County ensure equitable management of zoning regulations, public services and public safety, thereby making the Mill District one of the most desirable places to live, work and visit in the Midlands.
- Artists, entrepreneurs, service professionals and non-profits thrive because of the availability of affordable space in the center of activity, incentives to invest, the marketing and recognition of the Capital City Mill District, the multi-modes of connectivity, and the support of the community residents and leaders.





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PUBLIC INPUT

ASSET MAPPING

By identifying what they felt was sacred, community members helped to identify the good and meaningful things that exist in the Mill District. This, along with the site research by the planning team, was the first step in Asset Mapping. Asset Mapping is a tool that identifies what is best in the community and should be advanced and leveraged in order to improve all aspects of a community. ***Figure 2*** diagrams the following quality of life indicators by noting the existing assets, as well as missing assets (areas for development and improvement).

- Housing
- Historic resources
- Recreation
- Retail
- Business
- Civic
- Natural environment
- Cultural resources and the arts
- Infrastructure, inclusive of transportation and utilities

In general, there are numerous assets in each quality of life indicator; however, the health of each is in need of a boost in order to consistently and comprehensively elevate the quality of life desired by residents. For instance, housing is the most prevalent resource, yet many houses are in poor condition, and numerous historic, single family homes have been turned into multi-family housing. There is concern about balancing new student housing complexes with the need for more affordable housing for young families, young professionals and retirees that reflects the mill vernacular through infill and renovations.

Figure 3 on the following page maps the location of the asset clusters within the Mill District. Retail and businesses are clustered along Assembly Street, Rosewood Drive and the intersection of Whaley Street and Olympia Avenue, with scattered businesses along Olympia Avenue and Catawba Street. 701 Whaley has been one of the most impactful investments in the Mill District, attracting developers to invest in the area, thereby also attracting small businesses.

701 Whaley also has nurtured the rebirth of the arts, culture and the community spirit while bringing in hundreds of visitors each month for

QUALITY OF LIFE INDICATORS

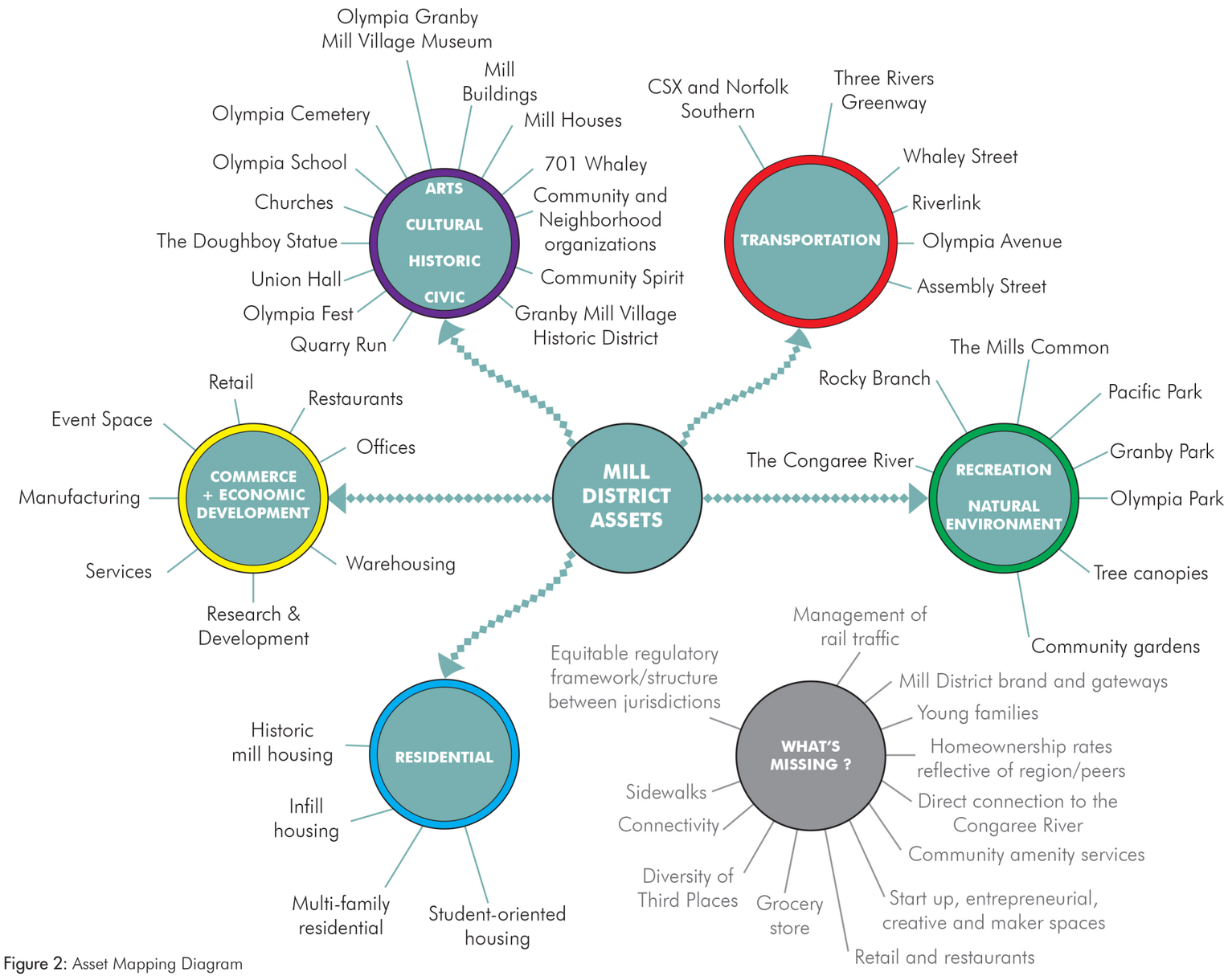

Figure 2: Asset Mapping Diagram

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PUBLIC INPUT

ASSET MAPPING

events. The history of the Mill District is being promoted and celebrated more through the very engaged civic organizations, the planned Olympia Granby Mill Village Museum, Olympia Fest, the Quarry Crusher Run, and public art.

A complex transportation network runs through and around the Mill District, but it is viewed as the tail wagging the dog since trains, trucks and traffic control or impact access into and throughout the area. Dominance by trains and vehicles does not create a healthy or safe quality of life.

Water, sewer and utilities are in good shape, although this plan did not specifically address infrastructure beyond multi-modal transportation and stormwater. An analysis of both multi-modal transportation and stormwater management and recommendations are provided in the Big Ideas. However, civic and governance infrastructure within the Mill District require attention; improvements to both can build upon the collaboration that guided this planning process. The City of Columbia and Richland County can formalize a collaborative framework in the future in order to unify decision making in the study area. In addition, there are multiple civic organizations, all of which serve valuable roles. Just as there needs to be a unified and equitable regulatory framework, the Mill District needs a unified civic framework to shepherd revitalization and placemaking.

The Mill District is rich in natural resources with access to the Congaree River and Rocky Branch. The Three Rivers Greenway and existing parks provide wonderful recreation opportunities and access to the natural resources. Encouragingly, there are opportunities to expand the greenways and parks.

Perhaps one of the biggest missing pieces is connectivity. Sidewalks, greenways, and bike paths as well as managing the trains, trucks, and traffic can become the most impactful ways to improve the health of all quality of life indicators. Creating an accessible and safe network for pedestrians and cyclists that works in concert with motorized transportation will connect the Mill District's assets and begin to transform the market demand for new businesses, new homes and places to come together as a community. Connecting the community to the Congaree River and to the greater Midlands through existing and proposed greenway systems can help brand and promote the Mill District as one of the most desirable places to live and invest. Providing multi-modal connections to these assets will improve the quality of life.

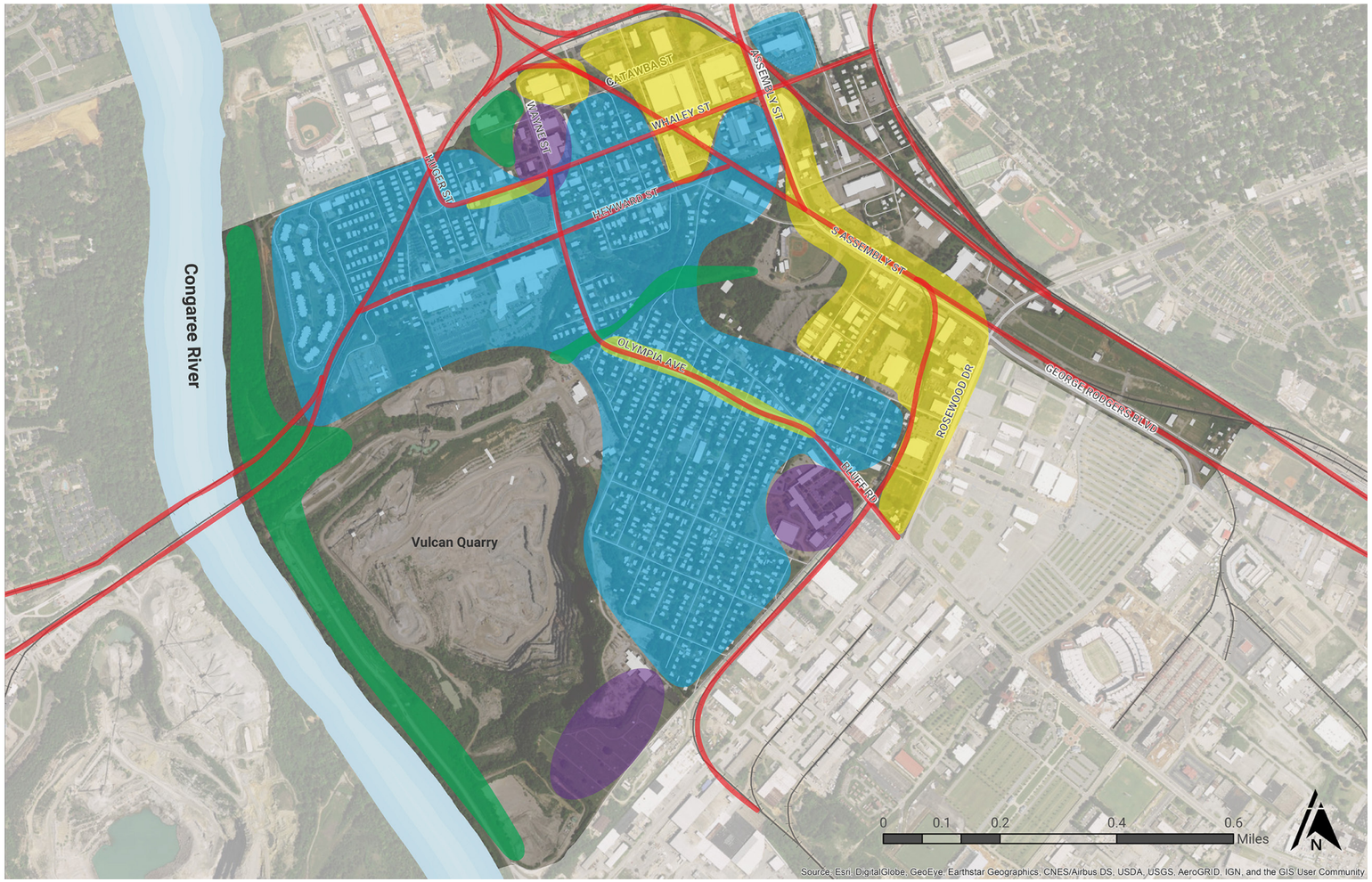

Figure 3: Asset Mapping Spatial Analysis

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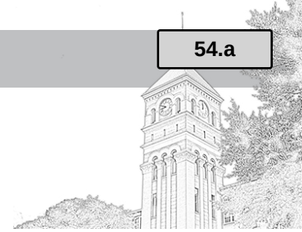
VISION, GUIDING PRINCIPLES, GOALS & BIG IDEAS



A vision for the Capital City Mill District was developed as a result of public input, asset mapping, and analysis by the project team. Guiding principles support the vision and further elucidate community values. In turn, the vision and guiding principles inspired goals for the Mill District. Action items, which provide the nuts and bolts to implement the vision, are grouped under the four big ideas.

VISION

The Capital City Mill District is a thriving community celebrated for the preservation of its history and its embrace of the creative and innovative classes, dynamic new investments, diverse housing opportunities, and a comprehensive multimodal network. The Capital City Mill District is a beautiful community defined by unique neighborhoods, sustainable development, the conservation of trees, riparian areas, and the Rocky Branch, and well-connected parks and greenways that exemplify environmental stewardship and a spirit of collaboration. The Capital City Mill District will continue to be an attractive destination due to its accessibility to authentic cultural offerings, local shopping and dining, and its proximity to the Congaree River, downtown Columbia, and USC. The Capital City Mill District embodies community spirit and hope in the future.

GUIDING PRINCIPLES

The Capital City Mill District is a strong, unified community of unique historic neighborhoods; therefore we commit to the following principles:

· We will preserve the architectural character of the Mill District through the rehabilitation of existing structures and through infill and new development that respects the scale and design attributes of the mill village vernacular and reflects aesthetic excellence and authenticity.

· We will be committed stewards of the Rocky Branch watershed, the Congaree River and the Mill District parks and natural resources in order to preserve their beauty, accessibility, purpose, and health.

· We will create and foster partnerships and collaborations across agencies and community organizations.

· We will strive to provide opportunities to celebrate and to promote the Mill District's culture, history, the arts, natural resources, and industry.

· We will be engaged in and contribute to public efforts that will impact the quality of life within the Mill District and the safety and prosperity of the community.

· We will strive to foster a spirit of innovation and creativity as we work to revitalize our neighborhoods and advance economic opportunities, particularly for local businesses.

· We will promote a safe, multi-modal, well-connected transportation network that works in concert with the Mill District fabric, the historic context and natural resources.

· We will strive to preserve and encourage housing choices appropriate in scale and character.

GOALS

The goals of the Capital City Mill District are to provide a collaborative and equitable community framework in order to:

· Protect, preserve, elevate and celebrate the authentic history, architecture and fabric of the neighborhoods

· Revitalize and complete corridors and greenways that will safely and beautifully connect people to the Mill District's unique places and resources

· Encourage increased homeownership, community investment, and stewardship

· Manage the Rocky Branch, parks and natural environments for increased enjoyment and stewardship

· Balance conservation and development

· Create and support opportunities for residents to engage and to prosper

BIG IDEA 1: Implement placemaking policies and projects

BIG IDEA 2: Manage trains, transportation & traffic

BIG IDEA 3: Unify and connect the district to the greater community

BIG IDEA 4: Improve environmental stewardship

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NEIGHBORHOOD SUB AREAS

Within the Mill District there are three neighborhoods and one corridor along a major vehicular thoroughfare, depicted in ***Figure 4***. The Whaley neighborhood, Olympia neighborhood, and the Granby neighborhood together comprise the Mill District, are similar in many ways, and have unique features which contribute to the overall character of the district. The Assembly Street corridor serves as the commercial boundary of the Mill District.

- The Whaley neighborhood sub area is generally defined by the 701 Whaley building which is on the edge of the sub area boundary and by the historic Whaley neighborhood and residential area to the East of Wayne Street/Olympia Avenue.
- The Olympia Neighborhood sub area is generally defined by the Olympia Mill and those residential areas surrounding Olympia Avenue
- The Granby Neighborhood sub area is generally defined by the Granby Mill and the residential areas between Wayne and Huger Streets and the Congaree River.
- The Assembly Street Corridor sub area is generally defined by the commercial business, rail lines and parcels of land along Assembly Street and Rosewood Avenue

Each of the different neighborhood sub areas in the Mill District play such an important role in the whole of the District and often times the lines are blurred between neighborhoods beyond their historic district boundaries where neighborhood identities bleed into one another. Without each of these parts, the Mill District would not be what it is today. These sub areas are not just the historic neighborhoods, nor are they just the historic districts; however, the sub areas outlined in the plan are defined and used for planning purposes.

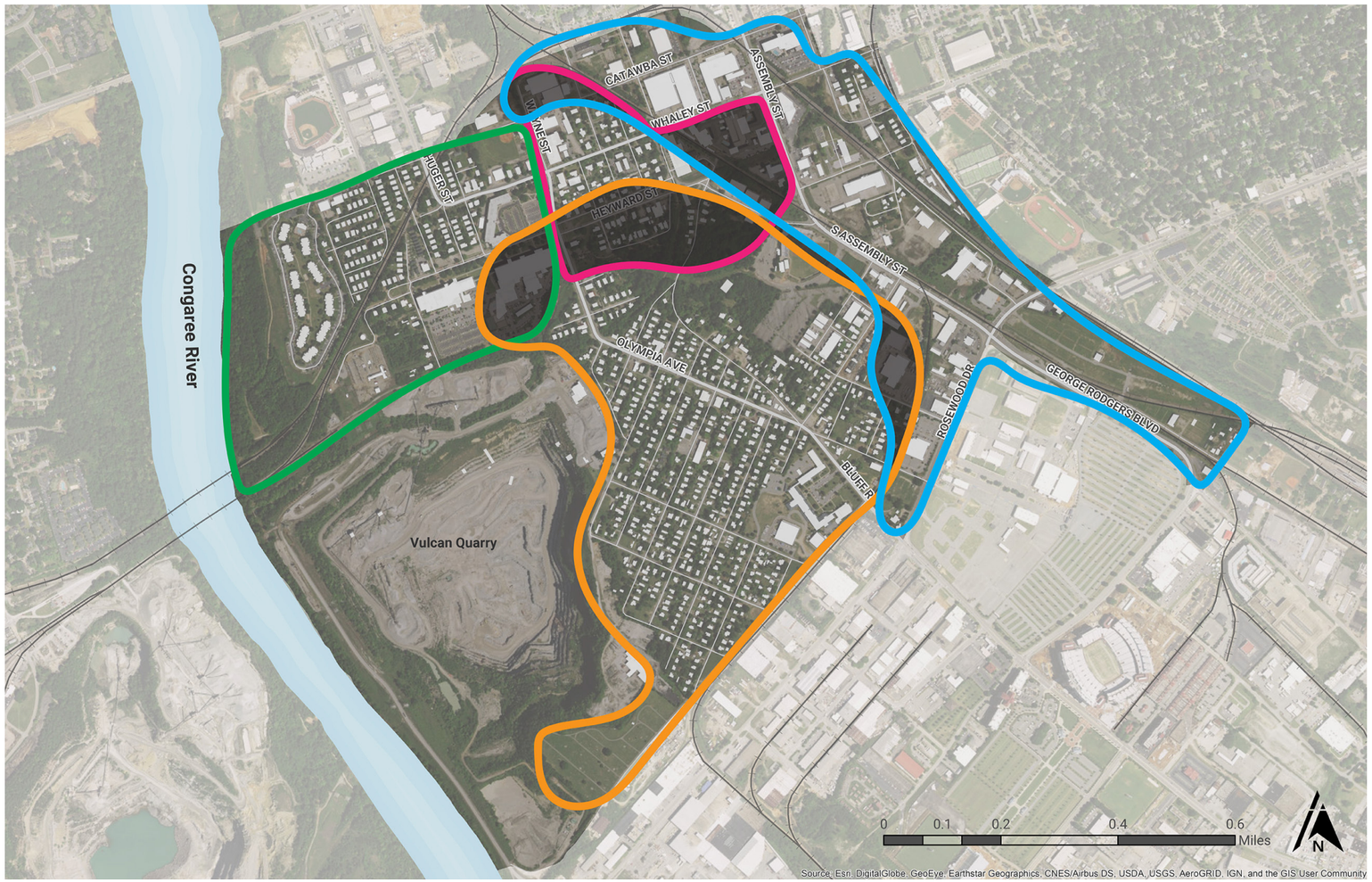

Figure 4: Capital City Mill District Sub Areas

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NEIGHBORHOOD SUB AREAS: WHALEY

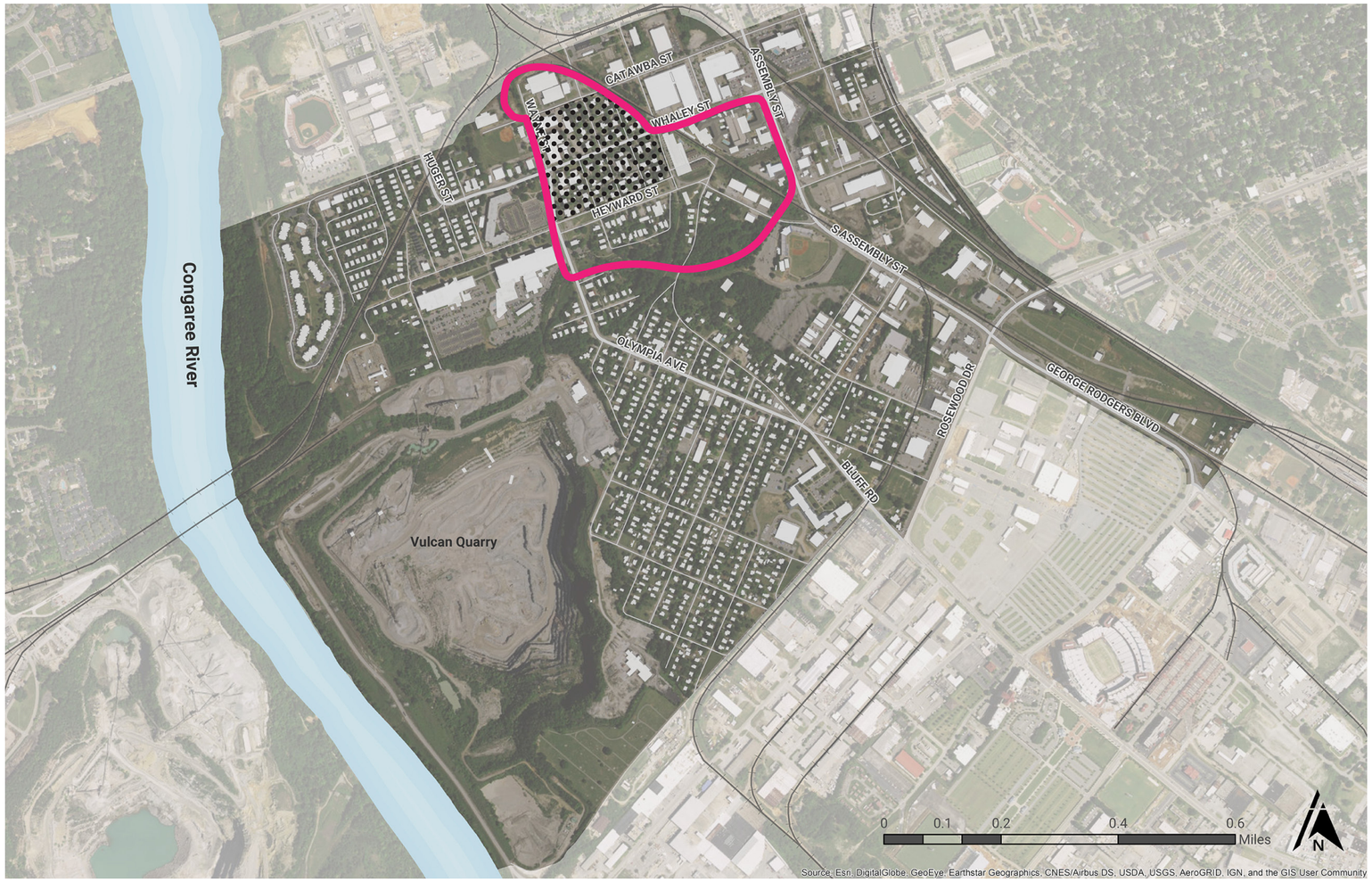

Figure 5: Boundaries of Whaley neighborhood sub area

BOUNDARIES

For the purposes of the Plan, the Whaley neighborhood sub area generally runs along the south side of Catawba Street, moves south down Lincoln Street on the east, along Heyward Street on the South and north up Wayne Street.

CONSIDERATIONS

A portion of the Whaley neighborhood is governed by the Whaley Street Protection Area District, which is a mapped design/preservation zoning overlay district within which historic district guidelines apply (***Figure 5***). These guidelines are administered by the City of Columbia, and they are utilized when determining the suitability of proposed work within the Whaley Street Protection Area District.

Principles and goals of the Whaley Street Protection Area District include:

- Maintain residential character
- Encourage new residential design that is compatible with historic patterns
- Preserve historic structures that tell the story of the community
- Encourage orderly development along adjoining corridors that will enhance the residential core

NOTABLE PLACES

- 701 Whaley
- Churches
- Doughboy Statue
- Pacific Park
- 612 Whaley at The Mills
- Residential along Whaley Street and Heyward Street

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NEIGHBORHOOD SUB AREAS: WHALEY

EXISTING ARCHITECTURAL CHARACTER

The bulk of the inventory in the neighborhood dates from the 1910s to the 1920s and was constructed by the Pacific Mills Company to serve as housing for the supervisors in the surrounding mills. Several decades later, infill homes were added and the neighborhood began to take shape as an area with a repetition of historical architectural styles, homes and other structures at the street edge, as well as a multitude of shared garages and driveways. There is a mix of historic commercial buildings with brick masonry and flat roofs in the neighborhood that reflect the presence of the mill industry that was once the defining characteristic of the neighborhood. The redevelopment of blocks closer to the Assembly Street corridor has occurred in recent years, and has generally consisted of multi-family rental housing.

The following elements define much of the mill vernacular architecture in the sub area:

- Historic porches on almost every residential structure in the historic district within the sub area
- One to two story residential
- Historically horizontal wood weatherboard siding on residential
- Brick masonry commercial and religious buildings


Parker Street


Gadsden Street

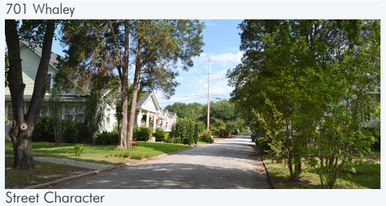

Mulberry Lane


Wayne Street



701 Whaley


Wayne Street


Street Character



West down Whaley Street


West down Heyward Street


Wheat Street

Figure 6: Existing Architectural Inventory - Whaley Neighborhood sub area

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NEIGHBORHOOD SUB AREAS: OLYMPIA



Figure 7: Boundaries of Olympia Neighborhood sub area

BOUNDARIES

The Olympia Neighborhood sub area is generally comprised of the original Olympia Mill property and is bounded by Heyward Street to the north, the Vulcan Quarry to the west, the intersection of Bluff Road and Rosewood Drive to the south, and a portion of Assembly Street to the east.

CONSIDERATIONS

An architectural survey was completed in 2001 by the Richland County Conservation Commission and the South Carolina State Historic Preservation Office (SCSHPO), with the assistance of Edwards-Pitman Environmental, Inc. While the Olympia neighborhood sub area is not a historic district, this survey recognized several significant and historical buildings.

The Olympia neighborhood sub area includes much more than an inventory of mill housing and buildings. This sub area includes swaths of natural landscape and other civic and religous buildings. The majority of the residential area falls within unincorporated Richland County.

NOTABLE PLACES

- Olympia Mill
- Olympia Union Hall
- Olympia Learning Center
- Olympia-Granby Mill Village Museum
- Olympia Park
- Olympia Cemetery
- Olympia Avenue
- Churches
- Capital City Ballpark
- Abandoned railroad berm

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NEIGHBORHOOD SUB AREAS: OLYMPIA

EXISTING ARCHITECTURAL CHARACTER

The Olympia neighborhood sub area began as a mill village surrounding the Olympia Mill, which was constructed in 1899. The mill is a four-story monumental, rectangular brick building situated at the intersection of the Whaley and Granby neighborhoods along Heyward Street. This sub area is laid out in a grid pattern with uniform lots and back alleys and the street names are named for states within the U.S.

The residential properties in the neighborhood are a mix of single-family or duplexes. Residential building types include the following historic building types:

- Two-story gable with a saltbox shed down the back
- Two-story house with a hip roof
- Two-story hip-roof with a one-story side gable unit
- One-story shotgun
- One-story L-shape

In the mid-Twentieth century, residents began to make modifications to their homes which included vinyl siding, new windows, bungalow style porch posts on brick piers, partial or entirely enclosed porches, and additions to the side and rear. There are also a number of brick masonry structures including churches and other commercial uses, as well as some infill and multi-family development.



Figure 8: Existing Architectural Inventory - Olympia Neighborhood sub area

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NEIGHBORHOOD SUB AREAS: GRANBY



Figure 9: Boundaries of Granby Neighborhood sub area

BOUNDARIES

The Granby Neighborhood sub area is generally bounded by Catawba Street to the north, Gist Street to the west, Heyward Street to the south, and Wayne Street to the east.

CONSIDERATIONS

A portion of the Granby Neighborhood sub area is governed by the Granby Architectural Conservation District Guidelines (Granby Historic District Guidelines, 2010), which is a mapped design/preservation zoning overlay district within which historic district guidelines apply. These guidelines are administered by the City of Columbia, and they are utilized when determining the suitability of proposed work within the Granby Architectural Conservation District.

The historic neighborhood is intact as an architectural mill village and is consistent in form, massing, and character.

NOTABLE PLACES

- A portion of the Granby Neighborhood sub area is designated as a zoning overlay district (the Granby Architectural Conservation District) (see hatched area on ***Figure 9***).
- A portion of the sub area, which does not exactly match the overlay district, is listed on the National Register of Historic Places as the Granby Mill Village Historic District.
- Rivers Edge Condominiums
- Olympia & Granby Mill
- 612 Whaley at The Mills
- Whaley Street Methodist Church
- Pacific Park
- Granby Park
- Churches

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NEIGHBORHOOD SUB AREAS: GRANBY

EXISTING ARCHITECTURAL CHARACTER

The Granby Mill was the second mill constructed in the area and the mill village was laid out in a standard grid pattern. The housing stock includes styles such as:

- Saltbox duplexes
- Two-story gable-front
- One-story side gable

The area along Wayne Street, known as Pacific Park and 701 Whaley, was the center of recreational activity for the Granby and Olympia Mill Villages.

Housing is:

- Constructed close to the street
- Fencing is confined to the rear of lots
- Side yard setbacks are minimal
- Nearly all housing is two-story
- Wood siding is common
- Architectural detailing is simple and minimal

There are brick masonry structures such as churches, commercial uses, and the new addition of 612 Whaley at The Mills; a new mix-used complex which is intended to complement and blend with the existing Olympia and Granby Mill buildings. The sub area also contains other multi-family housing developed in recent years.



Figure 10: Existing Architectural Inventory - Granby Neighborhood sub area

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NEIGHBORHOOD SUB AREAS: ASSEMBLY STREET CORRIDOR



Figure 11: Boundaries of Assembly Street Corridor sub area

Assembly Street Corridor sub area

BOUNDARIES

The area defined as the Assembly Street Corridor sub area is generally bounded by the railroad to the north, Assembly and South Assembly Street to the west, Sumter Street and the CSX / Norfolk Southern rail lines to the east, and down to the swath of land between the State Fairgrounds and the rail lines to the south.

The Assembly Street Corridor sub area is made up of both unicorporated and incoporated areas of Richland County.

CONSIDERATIONS

The following factors and adjacent buildings and properties will influence future development along Assembly Street:

- University of South Carolina's growth and development
- CSX and Norfolk Southern rail lines
- Richland County Penny Tax for Transporation projects
- Capital City Ballpark redevelopment site
- Improvements to Assembly Street

NOTABLE PLACES

- Lofts at USC (formerly Richland Cotton Mill)
- Capital City Mill
- Palmetto Cotton Mill
- Capital City Ballpark

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NEIGHBORHOOD SUB AREAS: ASSEMBLY STREET CORRIDOR

EXISTING ARCHITECTURAL CHARACTER

The existing architectural character along the Assembly Street corridor sub area contains a variety of architectural types with few remaining intact examples of the late Nineteenth/early Twentieth Century mill vernacular. A majority of the Assembly Street Corridor sub area contains nondescript commercial uses, however, there are three historic mill buildings, one of which is on the National Register of Historic Places. There is quite a bit of undeveloped land prime for redevelopment. Several remnants of industrial uses remain that document the history of the area and the importance this major thoroughfare served for the better part of the Twentieth Century.


Former Palmetto Cotton Mill


Commercial uses along Assembly St.


Commercial uses along Assembly St.

Commercial uses along Assembly Street


Mill building on SCE&G property on Assembly Streeet


Commercial uses along Assembly Street


Mill remnants


Lofts at USC (Formerly Richland Cotton Mill)


Church along Assembly Street


Assembly Street to NW - Capital City Ballpark redevelopment site (left)

Figure 12: Existing Architectural Inventory - Asssembly Street Corridor sub area

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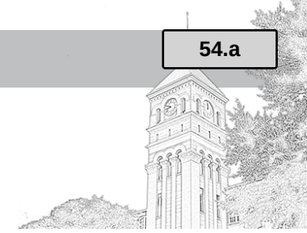
MARKET ANALYSIS



INTRODUCTION

The Mill District is experiencing a number of external pressures related to growth and development which present both opportunities and challenges. The biggest economic driver influencing the area is the University of South Carolina (USC). A combination of infrastructure, land use, and historical conditions—detailed further in this section—are present that complicate future development in the Mill District. Furthermore, the District is divided between City of Columbia and Richland County jurisdictions. Local residents, stakeholders and City and County staff and elected officials have recognized the need for a community plan to guide future growth and land use decisions.

HISTORIC MILL TOWN

Historically, the Mill District was a self-sufficient town within a town - an independent mill town located adjacent to the western edge of downtown Columbia and USC. Despite the relatively close proximity to the State House, the Mill District was detached both physically and psychologically. Rail and road infrastructure, the Congaree River, and large industrial facilities created physical barriers between the Mill District and the rest of the urbanized area.

Psychologically, there was an "us vs them" view of the Mill District and the larger City. The economy of the District was created by the textile mill, and life for residents revolved around the rhythm of textile production. The Mill District housing, recreational and commercial areas were built specifically to support the mill operations and its workers. Workers in the mills—referred to as lint heads—lived in mill-built housing and participated in mill-sponsored recreation at 701 Whaley and Pacific Park. While the mills have been closed since 1996 and much has changed since then, some of the psychological separation still exists.

OUTSIDE GROWTH PRESSURE

Over the past two decades, Columbia has grown, and the downtown and the more urbanized unincorporated areas have seen a significant amount of development. Changes in lifestyle preferences, especially among younger generations, have locally led to large demographic shifts and an influx of residents, including a number of students, to the City center. Nearby areas such as the Vista, have benefitted from strategic revitalization built on collaborative public and private investments. There is a successful track record of the City, the County and other agencies working together to reinvigorate neighborhoods and districts in order to meet this increasing development demand.

The University of South Carolina, located just to the east of the Mill District, has grown from an enrollment of 25,500 students in 1996—the year of the mill closure—to 33,500 students in 2016. The physical growth required to support the enrollment growth has created enormous pressure on the Mill District. Additionally, with the supply of on-campus student housing unable to keep up with the growth of the University, students have found the Mill District to be a convenient location with cheaper prices than downtown. One negative consequence of this growth has been the rental of existing homes by students in unmanaged situations. In some cases, rental homes are carved up into rooms and house anywhere from four to eight students—effectively becoming defacto off-campus group houses.

THE RESULT

Over the past decade, Mill District residents and stakeholders have noticed the growth pressure emanating from downtown Columbia, and specifically, the University of South Carolina. Some of the results have been quite positive such as the redevelopment of the Granby and Olympia Mill properties and 701 Whaley Street. Other results are more challenging, including the use of Olympia Avenue as a car-dominated short cut, game day traffic and poorly maintained rental housing. All of these changes have occurred since the area was last planned for, therefore the development of a plan which could both respond to existing concerns and anticipate new changes was necessary.

GOALS FOR ECONOMIC DEVELOPMENT WITHIN THE MILL DISTRICT

As described earlier, residents and stakeholders participated in a variety of meetings, focus groups, and interviews to communicate and shape their goals and desires for Mill District. Out of this, a series of goals emerged:

- Increase homeownership rates within the Mill District
- Encourage neighborhood scale retail businesses and amenities
- Protect existing residential areas from over-development and inappropriate forms of development that affect residential stability
- Encourage jobs and mixed-use development in areas that are appropriately suited
- Create a level playing field of standards and expectations for development across City and County jurisdictional boundaries

In summary, the sentiment was not anti-growth. Rather, it was to promote the right kind of growth in the right place by harnessing the power of the surrounding economic drivers while improving quality of life and livability and protecting the history and character of the neighborhoods.

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MARKET ANALYSIS

MARKET FORCES AND COMMUNITY INPUT

Early in the research phase of the planning process, an initial economic development plan began to take shape after touring the community and meeting with stakeholders, focus groups, and input received from City and County staff. ***Figure 13*** shows the preliminary development concept plan. The concept laid out some broad-brushed ideas for guiding growth and informing future land use decisions. The concept takes into account the assets and challenges that are described in further detail later in this section.

The concept also illustrates two major areas that have their own unique character and personalities. The green area identified as "Mill Neighborhood District" is a predominantly residential area. The core neighborhood area is surrounded by a ring of current and former industrial areas. The future of this "ring" or "band" will greatly influence the future of the neighborhood. While this band is currently underutilized, the economic forces of USC, downtown Columbia and the Innovista are pushing into that area. We believe a "band of development" can be planned and implemented to generate job growth and include a mix of uses that benefits the entire Mill District, while providing a transitional development zone between the neighborhood and the higher intensity land uses associated with downtown and USC.

The conceptual development map has identified several areas that are outside of the Mill District plan area. For example, to the south, the existing industrial area between Mill District and the Williams Brice Stadium might have potential to support an increasing variety of high-value, small-scale makers and producers (creative and technology). While this area is outside of the plan boundaries, this is a notable adjacent area that will influence the health and success of the Mill District. In turn, this area may be of interest for future, expanded study.

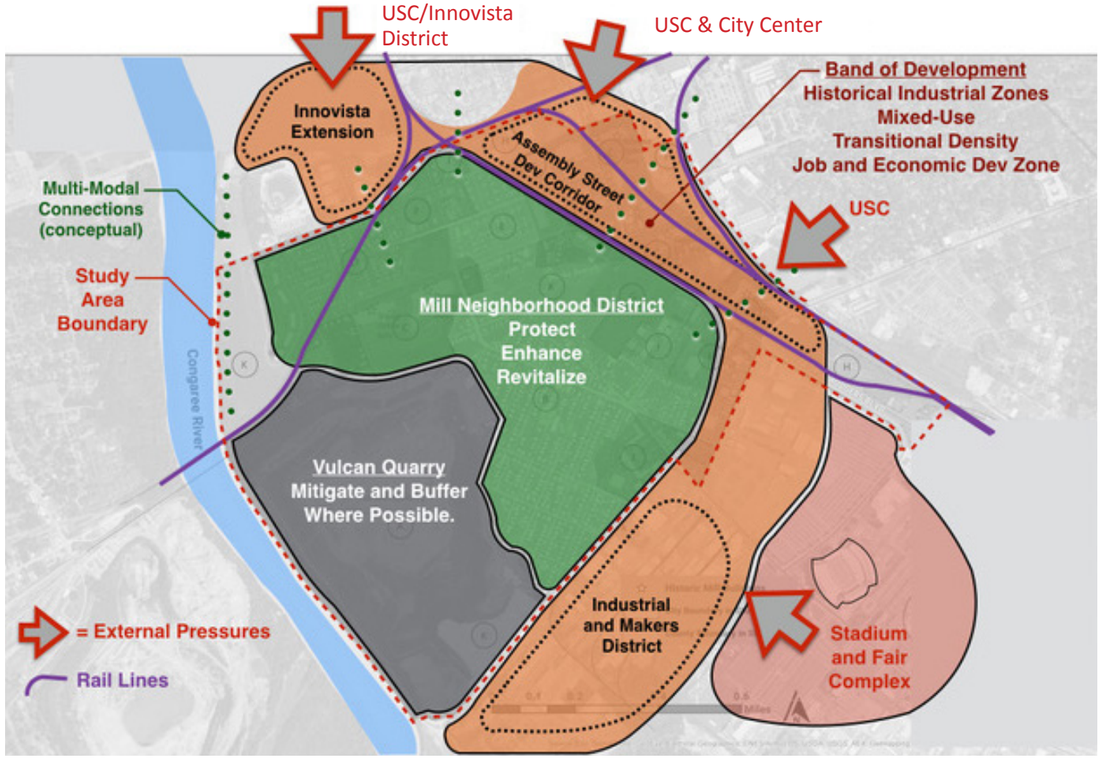

Figure 13: Conceptual Development and Market Forces Diagram

BROAD BRUSHED IDEAS FOR MOVING FORWARD

- Protect, enhance and revitalize the existing neighborhoods
- Harness the energy of the Innovista, USC, and City Center to create a high quality, more densely developed band between neighborhoods and surrounding areas.
- Continue to mitigate the effects of the Vulcan quarry where possible. The quarry will continue to be in operation for the foreseeable future, so focusing on re-use potential is not productive at this time.
- Introduce the idea of an innovation district.
- Overcome physical obstacles to create better multi-modal connectivity between the Mill District to the rest of the City.
- Take advantage of the Congaree River and create new amenities to attract new homeowners and improve quality of life for existing residents

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MARKET ANALYSIS

COMMUNITY ASSETS AND CHALLENGES

As described in the previous section, there are two basic zones within the study area that can be described generally as a neighborhood zone and corridor zone (***Figure 14***). This distinction is overly simplified and those familiar with the study area can find examples of exception to this classification. However, this is a useful starting point to understanding the assets and challenges within the Mill District. From here, the planning team crafted a strategy for proposed land uses based on more detailed on-the-ground situations.

NEIGHBORHOOD ZONE

The Mill District neighborhood zone represents the core of the Mill District study area and is composed of the Olympia and Granby Mills and the supporting residential neighborhoods of Granby, Olympia and Whaley.

Assets

- Community and neighborhood feel
- Underlying neighborhood pride
- History, historic buildings and unique character
- Amenities such as the Congaree River and Founders Park (USC Baseball Park)
- Convenient, central location
- Successful previous investments including Granby Mill, Olympia Mill and 701 Whaley

Challenges

- Lack of Connectivity
  - Physical: Rail, roads and river
  - Psychological: Mill Village vs. City
- Despite neighborhood scale, lack of walkability and bike friendliness
- Perception of neighborhood as only suitable for student housing
- The existence of multiple jurisdictions and corresponding regulations can create confusion
- Low median income, and relatively low buying power within the neighborhood
- Low percentage of owner occupied housing
- Industrial adjacencies: chemical plant, quarry and rail lines

ASSEMBLY STREET CORRIDOR ZONE

The Assembly Street Corridor is positioned to accommodate additional growth and building density. If guided properly, this area can become a catalyst for job growth.

Assets

- Assembly Street is a major thoroughfare with excess capacity
- Relatively large parcels are available for development
- Existing stock of historic and non-historic industrial buildings
- Adjacent to USC campus
- Demand pressure building from USC

Challenges

- No sense of place or identity
- Poor pedestrian and biking environment
- Infrastructure and amenities lacking to support development
- The existence of multiple jurisdictions and corresponding regulations can create confusion



Figure 14: District Zones: Neighborhood and Corridor

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MARKET ANALYSIS

DEMOGRAPHIC DATA

According to 2015 data from the US Census Bureau, the total population of the Mill District is 6,785, living in just over 2,000 total housing units, including both single family and multi-family residences. ***Figure 15*** shows general information and the location of the reporting block groups from which information was collected. Block Group A approximates the Granby Neighborhood sub-area, Block Group B is roughly the Olympia neighborhood sub-area and Block Group C is the Whaley neighborhood sub-area. The population is overwhelmingly young, with approximately 71% of the residents between the ages of 18-24. A more detailed breakdown of the gender, race, and age within each Census Block Group can be seen in ***Figure 16 & 17***. However, when the estimated population of the larger, managed apartment complexes are removed, the single family neighborhoods are less concentrated with the younger age groups (***Figures 18 & 19***).

HOMEOWNERSHIP BACKGROUND

One of the major goals of the residents and stakeholders is to increase homeownership (also referred to as "owner occupied homes"). Demographic research confirmed the perception that homeownership rates are extremely low within the Mill District. Higher homeownership rates tend to be important to neighborhood stability, since homeowners tend to be more involved and interested in their community's development, the protection of their home value, and the quality of life in their neighborhood. Data from the 2014 American Community Survey by the US Census Bureau shows a total owner occupied rate of 16.9%, with the "Granby" block group at 7.2%, "Olympia" block group at 29.7% and "Whaley" block group at 24.6% (***Figure 18***).

Since Census Bureau data includes all types of residential units, including managed apartments, the data is somewhat misleading, especially for the "Granby" block group. This block includes the Olympia and Granby mills (345 units), Rivers Edge at Carolina Stadium (240 units) and 612 Whaley at The Mills (186 units) which represent 771 units of managed multi-family rental housing. When those three apartment complexes are removed (using 717 units by assuming a 7% vacancy factor), the Granby neighborhood would adjust to 147 units of occupied housing with 62 being owner occupied. Once adjusted to take into account the managed multi-family rental housing, the Granby Block Group owner occupied housing percentage increases to 42.2% and the overall Mill District average rate increases to 30.3% as outlined in ***Figure 19*** on the following page.

The "Olympia" block group is most representative of the home ownership number since there are not any major managed rental apartments. Even at 30% owner occupied, the Mill District's rate of homeownership would be significantly lower than the City, County and state-wide average.

A separate study of homeownership using GIS data (Richland County Tax Assessor's Office, 2017) provided another analysis, indicating properties that Richland County taxes at a rate of 4%, which is the rate for owner occupied homes. The resulting map on the following page illustrates owner occupied homes versus non-owner occupied (***Figure 20***). In general, the owner occupied units are relatively dispersed throughout the neighborhoods with no patterns that stand out. In all the GIS data revealed 207 of the 605 homes are owner occupied. This breaks down to a 34% homeownership rate, which is fairly consistent with the Census data (American Community Survey, US Census Bureau). This number is approximate since some assumptions had to made for duplexes, triplexes and mobile homes.

The benefits of homeownership are summarized in a research report by the National Association of Realtors published in April 2012, titled Social Benefits of Homeownership and Stable Housing (Benefits of Homeownership, 2012). Homeowners have higher participation rates in local elections, spend more hours volunteering, are more likely to meet and interact with their neighbors, and invest more in home maintenance and repairs.

It's important to note that viewing the homeownership rate on its own is not necessarily an indicator of health for a neighborhood. Other factors may contribute to neighborhood health, such as the average length of tenancy and underlying socio-economic factors. There is no one-size-fits all homeownership number that has been researched or published. However, as noted above, the Mill District homeownership is heavily tilted towards rentals to students who are short-term renters. Based on the observations of stakeholders, which were shared during the research phase of our process, the lower homeownership rate appears to have a negative effect on the neighborhood Therefore, we recommend a goal of moving towards an adjusted rate of 50% homeownership within the next 10 years. The 50% goal is based on achieving a rate that is more in line with the City and State homeownership levels which are 45.9% and 59.8% respectively.

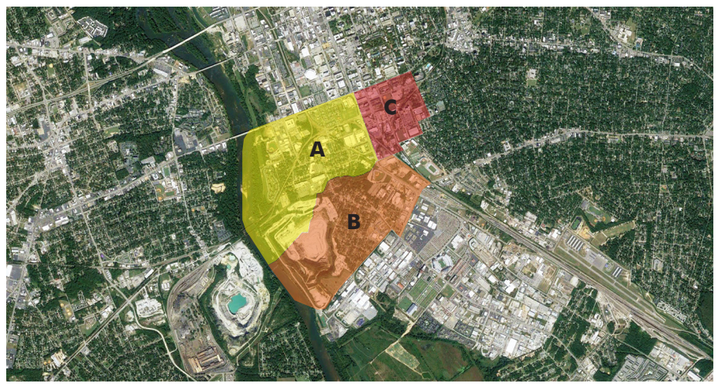

Figure 15: US Census Bureau Block Group Map

Block Group A ("Granby"): *15000US450790028001*
Block Group B ("Olympia"): *15000US450790028002*
Block Group C ("Whaley"): *15000US450790028003*

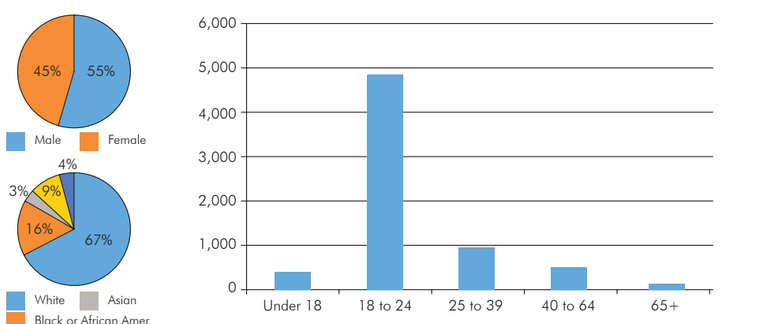

Figure 16: Mill District residential snapshot by gender, race & age (total for all three block groups)
(American Community Survey, US Census Bureau)

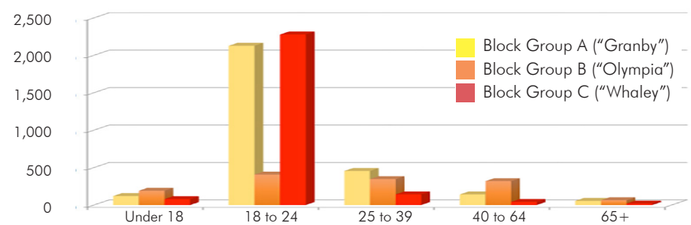

Figure 17: Detailed Age Breakdown by Block Group
(American Community Survey, US Census Bureau)

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MARKET ANALYSIS

	TOTAL UNITS	TOTAL OCCUPIED UNITS	% OCCUPIED	OWNER OCCUPIED	RENTER OCCUPIED	% OWNER OCCUPIED
BLOCK GROUP A "GRANBY"	1,162	864	74.4%	62	802	7.2%
BLOCK GROUP B "OLYMPIA"	558	495	88.7%	147	348	29.7%
BLOCK GROUP C "WHALEY"	310	260	83.9%	64	196	24.6%
TOTAL	**2,030**	**1,619**	**79.8%**	**273**	**1,346**	**16.9%**
CITY OF COLUMBIA	52,539	44,992	85.6%	20,643	24,349	45.9%
RICHLAND COUNTY	164,247	144,647	88.1%	86,537	58,110	59.8%
STATE OF SC	2,160,383	1,795,715	83.1%	1,232,154	563,561	68.6%
BLOCK GROUP A = *15000US450790028001* BLOCK GROUP B = *15000US450790028002* BLOCK GROUP C = *15000US450790028003*						

Figure 18: Homeownership Data (American Community Survey, US Census Bureau, 2014)

	TOTAL UNITS	TOTAL OCCUPIED UNITS	% OCCUPIED	OWNER OCCUPIED	RENTER OCCUPIED	% OWNER OCCUPIED
BLOCK GROUP A "GRANBY"	1,162	147	12.7%	62	802	42.2%
BLOCK GROUP B "OLYMPIA"	558	495	88.7%	147	348	29.7%
BLOCK GROUP C "WHALEY"	310	260	83.9%	64	196	24.6%
TOTAL	**2,030**	**902**	**44.4%**	**273**	**1,346**	**30.3%**
*THIS DATA IN THIS CHART HAS BEEN MODIFIED TO REFLECT AN ADJUSTMENT FOR THE LARGER APARTMENT COMPLEXES IN THE MILL DISTRICT.						

Figure 19: Adjusted Homeownership Data

OCCUPIED UNIT ADJUSTMENT		UNIT CALCULATION	
864	Total Occupied from 2014 Census Data	345	Olympia and Granby Mills
		186	612 Whaley
		240	Rivers Edge
(717)	Less Large Managed Apartment Complexes	771	Total of Large Complexes
		(54)	Less 7% vacancy assumption
147	Total Adjusted	717	Units to be Adjusted



Figure 20: Homeownership Map

Owner occupied housing

Non-owner occupied housing

HOMEOWNERSHIP RATE RECOMENDATIONS

Current adjusted homeownership rates are approxiamately **30%** for the Mill District. It is recommended that adjusted homeownership rates increase to **35% in three to six years** and increase to **45-50% in six or more years**.

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MARKET ANALYSIS

COMMERICAL MARKET ANALYSIS

General demographic trends surrounding the leading quality of life indicators such as walkable, active, live-work neighborhoods continue to support growth in the central business district (CBD) of Columbia. Companies in many sectors are choosing to move from suburban locations to downtown areas. Employers are increasingly focused on placing their operations in desirable locations that are convenient and attractive to their workforce. Several factors are driving growth and demand into Columbia's CBD immediate surrounding areas: the centralized location of the CBD in relation to the most desirable residential markets; the attraction of redeveloping areas such as the Vista and Main Street that provide a live-work-play environment; the aging inventory of commercial property in the suburbs; and the preferences of millennials to be in energetic, urban environments.

Given the Mill District's central location, improving the accessibility and connectivity of the area to downtown Columbia, the University, and the Vista will increase the attractiveness of the area to potential home buyers, retailers and other businesses.

Recent data on the downtown Columba office market reflects nationwide trends showing increased demand in amenity-rich, walkable, urban central business districts. In the first quarter of 2017 the downtown vacancy rate for office space dropped to a record low of 9.4% (442,700 vacant SF of 4,733,400 total SF) in the downtown submarket compared with 15.6% (1,503,500 vacant SF of 9,644,600 total SF) in the total Columbia office market (Colliers, 2017). Even with the low vacancy rate in the downtown market, very few new office and retail projects are currently planned as the going rental rate does not support the cost of new development of this type. The lack of space is leading many tenants to find alternative, unconventional options and driving the increase in redevelopment of existing buildings.

Given these factors, the Assembly Street corridor can be poised to capture this portion of the market, generating job growth and a mix of uses that should increase demand for the nearby residential neighborhoods. Each use type becomes a builder and multiplier for the other: office and commercial development drives the need for housing that is proximate and meets the key quality of life factors desired; and more full-time residents then drive the need for more retail and service related spaces such as neighborhood retail, coffee shops, gyms, restaurants and small entertainment spaces.

The opportunity for adding quality commercial space along the Assembly Street corridor is key to revitalizing the Mill District and should continue to be focused on and supported by all stakeholders. Neighborhood-scale retail opportunities along Olympia Avenue and Whaley Street will increase quality of life factors by providing walkable, neighborhood amenities and services desired by today's urban resident.

MARKET DEMAND, CONNECTIVITY AND PERCEPTION

Properties within the Mill District should be in relatively strong demand due to their proximity to downtown, USC, and Innovista. There are tremendous opportunities for first-time home buyers or University staff and professors to purchase homes in the Mill District. Improving connectivity will be a major contributing factor in appealing to this market demographic. An entire section of the Plan is focused on increasing connectivity and multi-modal options.

More important than connectivity is the perception of the Mill District, or lack of a perception. For many, the area may have a negative stigma. For others, it may be out of sight and out of mind. Either way, these perceptions are equally unproductive. Changing the perception of the area into a vibrant place to live due to the strong quality of life is the most important way to build long term value.

MILL NEIGHBORHOOD DISTRICT

GOALS neighborhood stabilization ◆ raise homeownership rate ◆ preserve historic character ◆ provide opportunities for retail and business ◆ ensure architectural compatibility ◆ reuse existing buildings and infill

ASSEMBLY STREET CORRIDOR

GOALS urban framework to support mixed-use ◆ reinforce development along existing vehicular corridors ◆ improve public realm to attract high quality development

INDUSTRIAL AND MAKERS DISTRICT

GOALS urban framework to support diverse innovation economy ◆ job growth ◆ building density ◆ improve public realm to attract high quality development

ATTRACTING A TARGET MARKET

The neighborhood zone and the Assembly Street corridor zone are identified as areas with relatively distinct character and future potential. Each area has its own assets and challenges; therefore, future development should respond accordingly for each area. Taking into account the market forces and specific end-users and target markets, the plan proposes development that supports the Mill District's vision and goals.

NEIGHBORHOOD ZONE

With a few exceptions, the neighborhood zone is primarily a fine-grained residential neighborhood with some small-scale supporting commercial buildings. Stakeholders expressed a clear desire for additional neighborhood amenity retail. The neighborhood recently attracted White Duck Taco, a fast casual dining establishment that has a regional footprint across North Carolina, South Carolina, and Tennessee. This indicates confidence in the buying power of the immediate population base, particularly USC students. Also, White Duck is most certainly attracting patrons from outside of the Mill District.

According to the 2014 American Community Survey by the US Census Bureau, the median income within the Mill District is $23,418 which is significantly lower than the City, County, and State median incomes of $41,454, $48,674 and $45,033 respectively. Much of this can be attributed to the high proportion of students. Due to the diversity of residents (long-time, young professionals, faculty and students) and proximity to USC and established cultural and retail centers (the Koger Center, the Colonial Life Arena, the Vista, Main Street, etc.), the Mill District is poised to attract unique, entrepreneurial businesses. Having a plan and community vision increases the attraction for those looking for viable and sustainable places in which to invest. The Noisette Case Study, which is highlighted later in this section, illustrates how offering unique, local amenities for a diverse demographic within an historic framework can significantly revitalize a community's economy.

Immediate opportunities exist for small, unique, hyper-local businesses to set up shop in existing small-scale buildings along Olympia Avenue and Whaley Street. Businesses that can draw customers from both the large, immediate student population along with the non-student population and customers from outside of the Mill District will be well-positioned to

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MARKET ANALYSIS

succeed. To draw from outside of the Mill District, there must be a certain degree of destination-based attraction. For example, the retailer or business offers something unique enough to attract a customer specifically to that location, such as an outdoor outfitter that draws on the Congaree River and Three Rivers Greenway access. Another example is an art store with affordable studio space that leverages the vibrant arts community at 701 Whaley. Once established, these businesses provide a sense of pride and a local gathering place for residents. Another benefit is that the businesses can attract customers from outside of the area who are introduced to the neighborhood and, as a result, can be subsequently attracted to invest or buy a home in the Mill District.

Examples of neighborhood-based businesses that could prosper and are desired, according to public input are as follows:

- Coffee shop
- Bakery with retail component that also may distribute to restaurants throughout the downtown area
- Boutique clothing store or curated vintage clothing shop
- Unique consignment shop, costume shop or thrift store
- Casual sandwich shop
- Establishment with informal outdoor seating that offers unique international food and locally-sourced food and beverages
- Outdoor outfitter
- Yoga or fitness studio
- Grocery store
- Hair salon
- Professional offices (architecture and design, health, financial, legal)
- Gift shops
- Retail shops offering hand-made and local products

These businesses may offer workshops or meeting spaces, and many of these businesses could be co-located in buildings.

ASSEMBLY STREET CORRIDOR ZONE

As mentioned in the commercial market analysis, the Assembly Street corridor is well-positioned to accommodate growth associated with the expansion of the downtown CBD and USC. The larger parcels provide opportunities for larger projects. To reach its full potential, the corridor would benefit from a mix of uses, well-balanced between office/commercial and residential. As progress and decisions are made regarding the major infrastructure recommendations, a more detailed market study may be helpful to fine tune the product mix for the corridor.

Demand pressure along the Assembly Street corridor will continue to grow. USC is projected to see continued increases in enrollment, and downtown Columbia, the Vista, and Innovista continue to evolve, redevelop and attract residents and office users. While the demand pressure will encourage development, the long term potential of the Assembly Street corridor will depend on how public investments are made to enhance the public realm. The Vista is a good example of how strategic public investments can set the stage for future private development.

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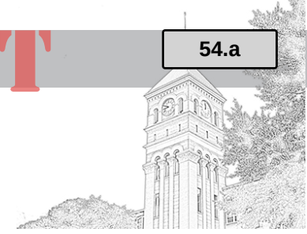

BIG IDEA 1:

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

The Mill District is a microcosm of the City and County. It is a place where people live, work, play, visit grandparents, and attend wedding receptions and art exhibits; where they play kickball, run the Quarry Crusher, where people pass through and park for football and baseball games or the South Carolina State Fair. The Mill District is beautiful, historic, redeveloping, gritty, affordable, artsy, eclectic, and the last place adjacent to the City where a bit of rural spirit still remains. The Mill District has been experiencing a rebirth since the renovation and reuse of 701 Whaley and the Olympia and Granby Mills. While revitalization is encouraged and welcomed with open arms, the residents and stakeholders are committed to preserving the Mill District's character and those parts that are sacred such as Olympia Avenue, the diverse mill houses, Whaley Street, the Olympia Learning Center, Olympia Cemetery, and the Rocky Branch Watershed.

The Mill District has tremendous potential to remain authentic while also continuing to develop and prosper. Placemaking policies and projects are addressed through recommendations for land use classifications, zoning, architectural character, economic development, and branding. These elements are the foundation of placemaking and provide the structure for elevating livability in the Mill District.

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

Big Idea 1, Implement Placemaking Policies & Projects, is directly related to Big Idea 3, Unify and Connect the District. The plan recommends that a Complete Streets strategy is implemented throughout the Mill District. This is extremely important to unifying and connecting the Mill District in safe, functional, efficient, and beautiful ways for pedestrians and all modes of travel. However, the Mill District needs to be more than Complete Streets; it needs and deserves to be a Complete Community. While Complete Streets policies address the connectedness of horizontal infrastructure, the creation of a Complete Community is a broader concept, which incorporates housing, jobs, commerce, education, recreation, culture, and community building.

According to Imagine Austin, a Complete Community is "a great place that meets your daily needs within a short trip of where you live or work. A community is complete when it provides access by foot, bike, transit and car to jobs, shopping, learning, open space, recreation, and other amenities and services." (What is a Complete Community, 2013)

Further stated, a Complete Community has the nearby amenities to help in the pursuit of a desired quality of life. Simultaneously, Complete Communities preserve identity, culture, and sense of place.

Placemaking policies and projects focus on the structure of the neighborhoods and land use, as well the market and economic influences and opportunities. By building a strong, unified governance structure for land-use development and homeowner/business recruitment, the Mill District can ensure that the community's vision and priorities drive development and that the unique authentic character of the Mill District remains intact.

The Capital City Mill District Area and Corridor Plan recommendations strive to pave the way for the Mill District to become a Complete Community; the Plan provides the foundation upon which vibrant future generations can build.

Residents called for more places to be neighbors, places to meet friends and share a meal, a drink, look at art, and have great conversations in a variety of indoor and outdoor gathering places. These types of places are referred to as "third places."

Ray Oldenburg, in his seminal book *The Great Good Place* (1989), presented third places as being important for civil society, democracy, civic engagement, and establishing feelings of a sense of place.

Oldenburg calls one's "first place" the home where one lives. The "second place" is the workplace — where people may actually spend most of their time. Third places are the "anchors" of community life and facilitate and foster broader, more creative interaction. Today, people intentionally seek out these informal meeting places (Oldenburg, 1989).

Third places are critical components to building community.

THE POTENTIAL

A couple of years from now…

The Mill District is a vibrant historic neighborhood where the history is wonderfully told through the architecture, the landscapes, the museums and churches and through the people who gather at the numerous ***Third Places*** throughout the District.

The Mill District is a place where children thrive because they walk safely to school, to parks, to playing fields, to get an ice cream cone and to walk their dogs. It is a community that celebrates with the Gamecocks during home football and baseball games because of policies and agreements that created amicable and profitable game day travel strategies. It is one that marks the time of day with the passing trains north of Assembly rather than the passing of time waiting on trains. It is one where generations live together in attainable, well-managed housing.

The Mill District is a unique, thriving ***place***; it is no longer a pass through for commuters, trucks, game day fans. Most people who live in the Mill District can walk, bike or ride transit to work, to a symphony at the Koger Center, to classes at USC or meetings in the Innovista Campus. They can walk to buy groceries, to meet friends for coffee, lunch, or a cool drink, to the river to watch the sunset, to go to church or a gallery opening at 701 Whaley.

The public investments in the Mill District have prompted the opening of professional offices, more artists' studios and galleries, brew pubs, boutiques, a quirky diner where breakfast is served 18 hours a day, a Makers' Warehouse that has turned out a few entrepreneurs who are top hits on the international TED Talk circuit and created some life-saving technologies, and the rehabilitation of dozens of mill houses. USC students and faculty enjoy serendipitous meetings in the coffee shops and restaurants and delight in the tales of the lint heads who sit with them. Generations meet on the Rocky Branch Greenway, passing and waving and welcoming residents from adjacent neighborhoods and points beyond to the banks of the Congaree.

The Mill District is a symphonic convergence, a rich tapestry of generations, history, handmade and high tech, nature, and opportunity. The Mill District is a ***Complete Community***.

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

EXISTING FUTURE LAND USE CLASSIFICATIONS

Land use has traditionally been categorized into seven classifications: single-family residential, multi-family residential, commercial, office/ institutional, industrial, park/open space, and vacant. Over time as land use classifications have been refined, these traditional classifications have included more factors such as ownership, site development, building types, functions and activities. The map to the right illustrates the existing future land use classifications.

The Capital City Mill District Area and Corridor Plan recommends updating the existing land use classifications and future land use map (***Figure 21***) in the Mill District by complementing what exists, introducing a new classification, and redefining the boundaries of existing land use classifications. An updated land use policy will allow the City of Columbia and Richland County to have a more equitable jurisdictional framework to serve the Mill District.

Creating more uniform land use classifications through the adoption of a revised land use map for the study area will provide policy guidance to the City and County as they work to devleop a joint policy framework. Such a resulting joint policy framework could alleviate regulatory and enforcement conflicts between the two jurisdictions while improving service, development opportunities, and the general quality of life throughout the Mill District.

In short, an updated land use map can reflect the future vision of the Mill District and the mix of activities that will support a vibrant live, work, play community.

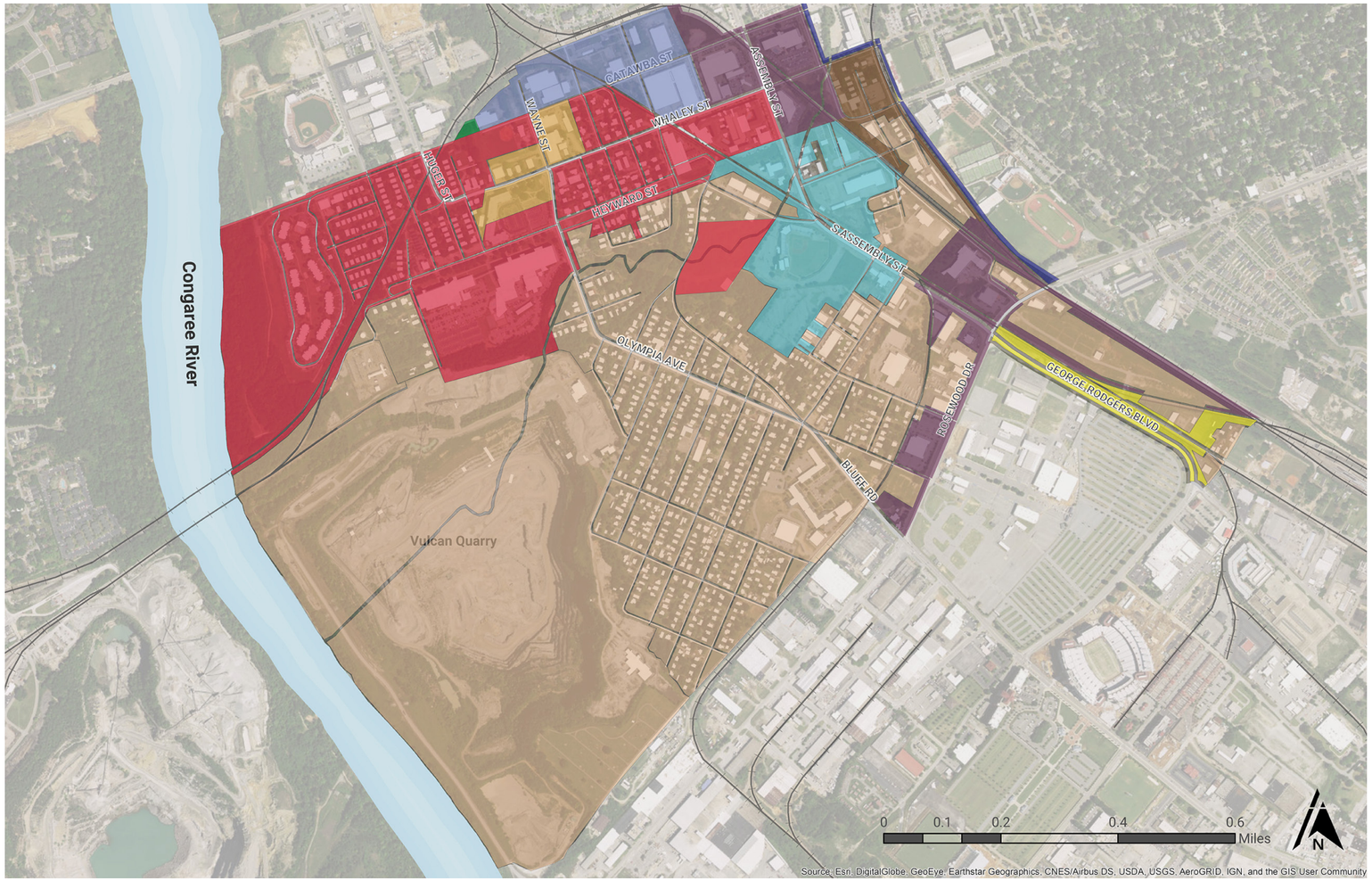

Figure 21: Existing Future Land Use Map

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

Three of the following recommended land use classifications are derived from the categories adopted in *Plan Columbia: Land Use Plan* (2015) and one new reccomended land use category is introduced. Both Richland County and the City of Columbia have recently updated their respective Comprehensive Plan Land Use Elements as part of the *Plan Together: Putting the Pieces in Place* planning process. The following recommended land use classifications and future land use map (***Figure 22***) are derived from consensus by the City and County. It is recommended that both jurisdictions update their land use classifications and future land use maps to reflect the recommendations in this plan.

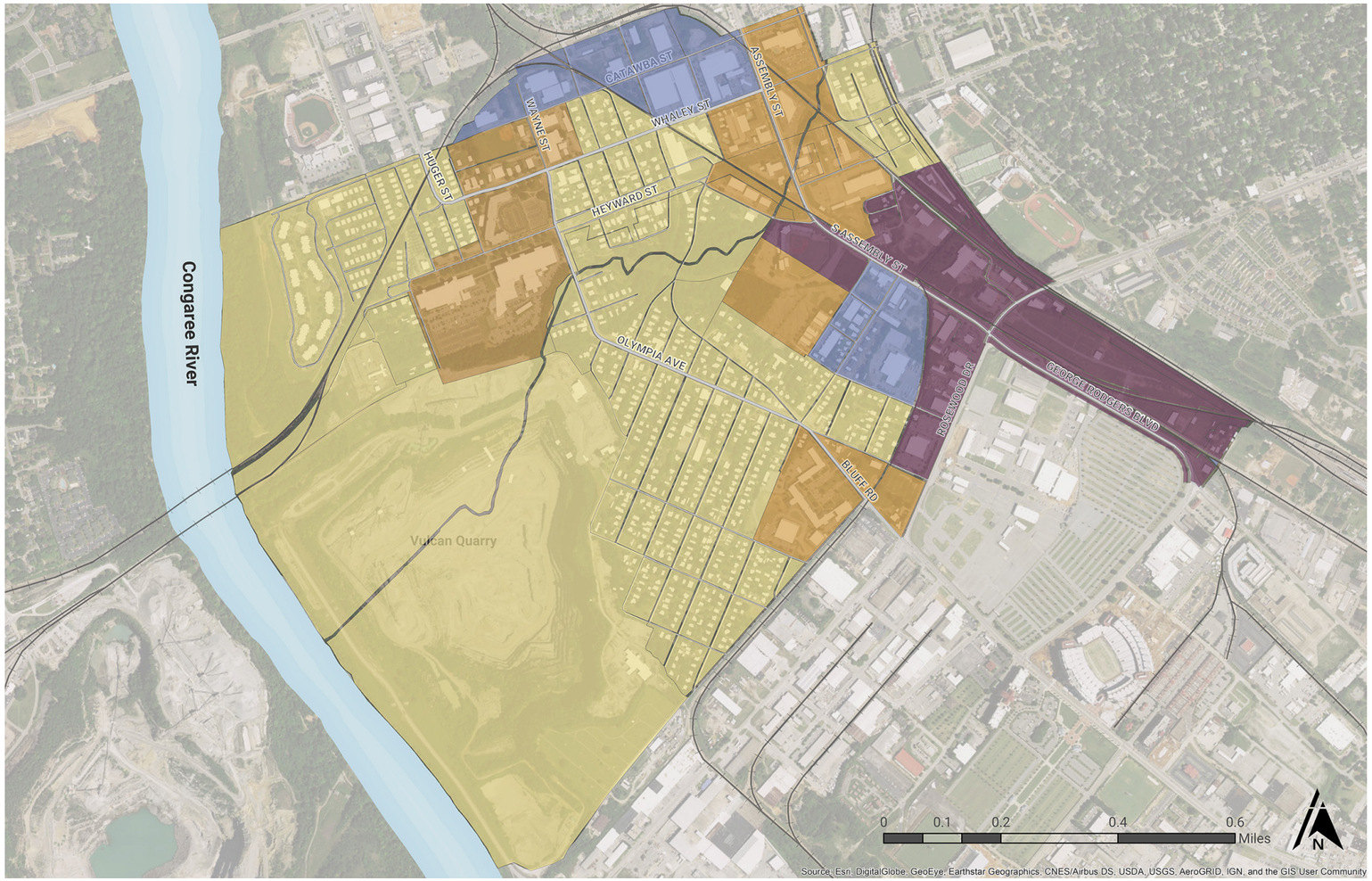

Figure 22: Proposed Future Land Use Map

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

URBAN CORE MIXED RESIDENTIAL (UCMR-3)

This future land use classification is a new classification proposed for adoption by the City of Columbia and Richland County. This will include single-family, two-family, multi-family, and commercial/civic uses where appropriate. To best preserve the quality of the housing in the Mill District, this plan reccommends the addition of this new land-use classiication.

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia and the more urban areas of unincorporated Richland County. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

A development types/building types matrix can be found in the appendix.

USES

PRIMARY single family detached, single family attached, two-family

SECONDARY three-family, multi-family small

TERTIARY multi-family medium, small format business/employment , small format civic/institutional, small format commercial

MILL DISTRICT CHARACTERISTICS

mill vernacular architecture ◆ predominantly single-family ◆ tertiary commercial uses should be limited to corridors with appropiate scale (Olympia Avenue + Whaley Street)

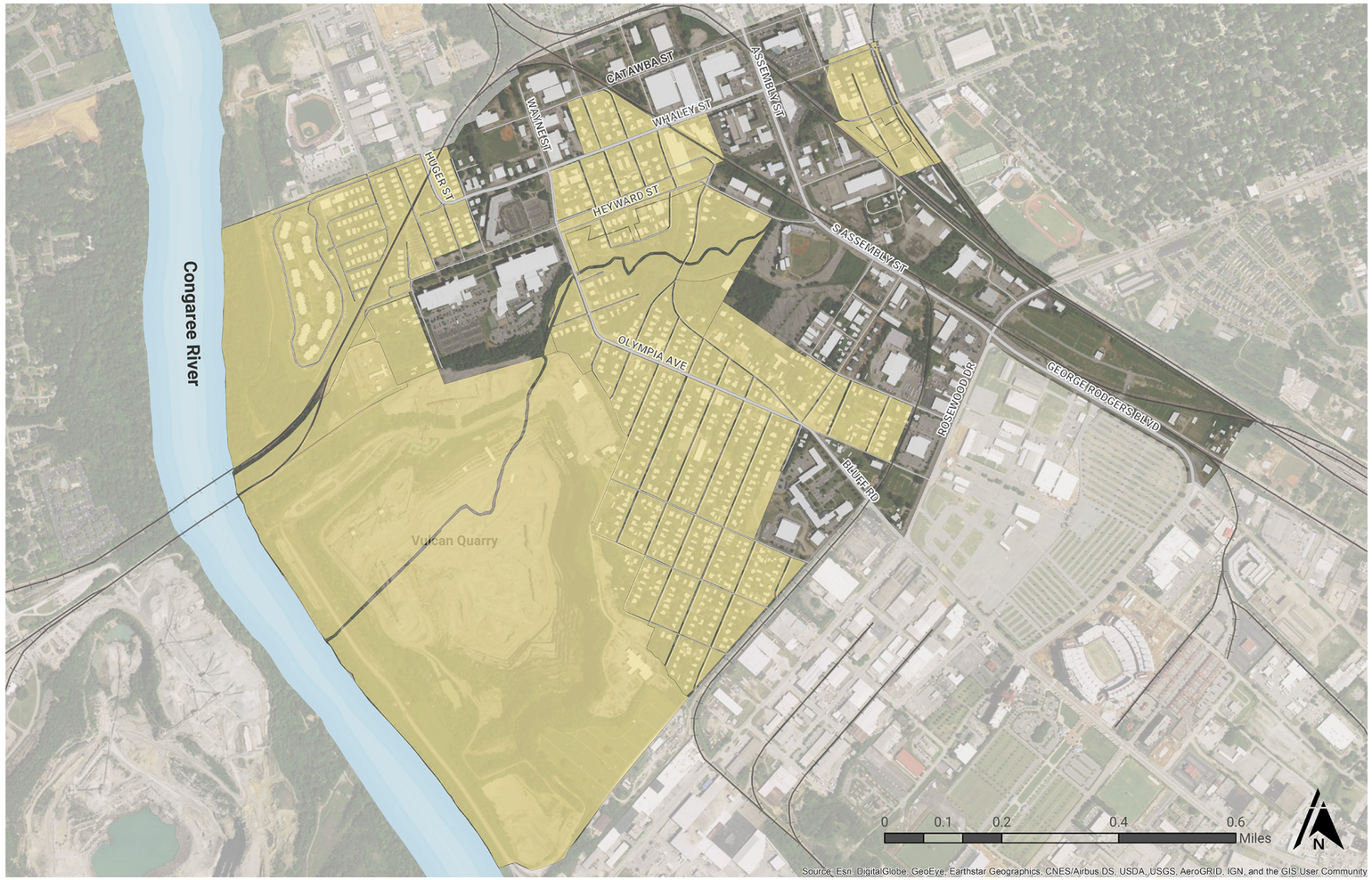

Figure 23: Proposed Future Land Use Map - Urban Core Mixed Residential (UCMR-3)

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a 1/3-mile to 1-mile radius, but may capture traffic moving through the neighborhood on their way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, 2-3 story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. These may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood (*Plan Columbia*, 2015, pg.30).

USES

PRIMARY small format business/employment (excl. flex), multi-family small mixed-use

SECONDARY civic/institutional, mult-family (small or med.), single family attached

TERTIARY cemeteries + mausoleums, parking structures and lots

MILL DISTRICT CHARACTERISTICS

mill vernacular architecture ◆ small to medium scale ◆ reflects patterns of adjacent neighborhoods

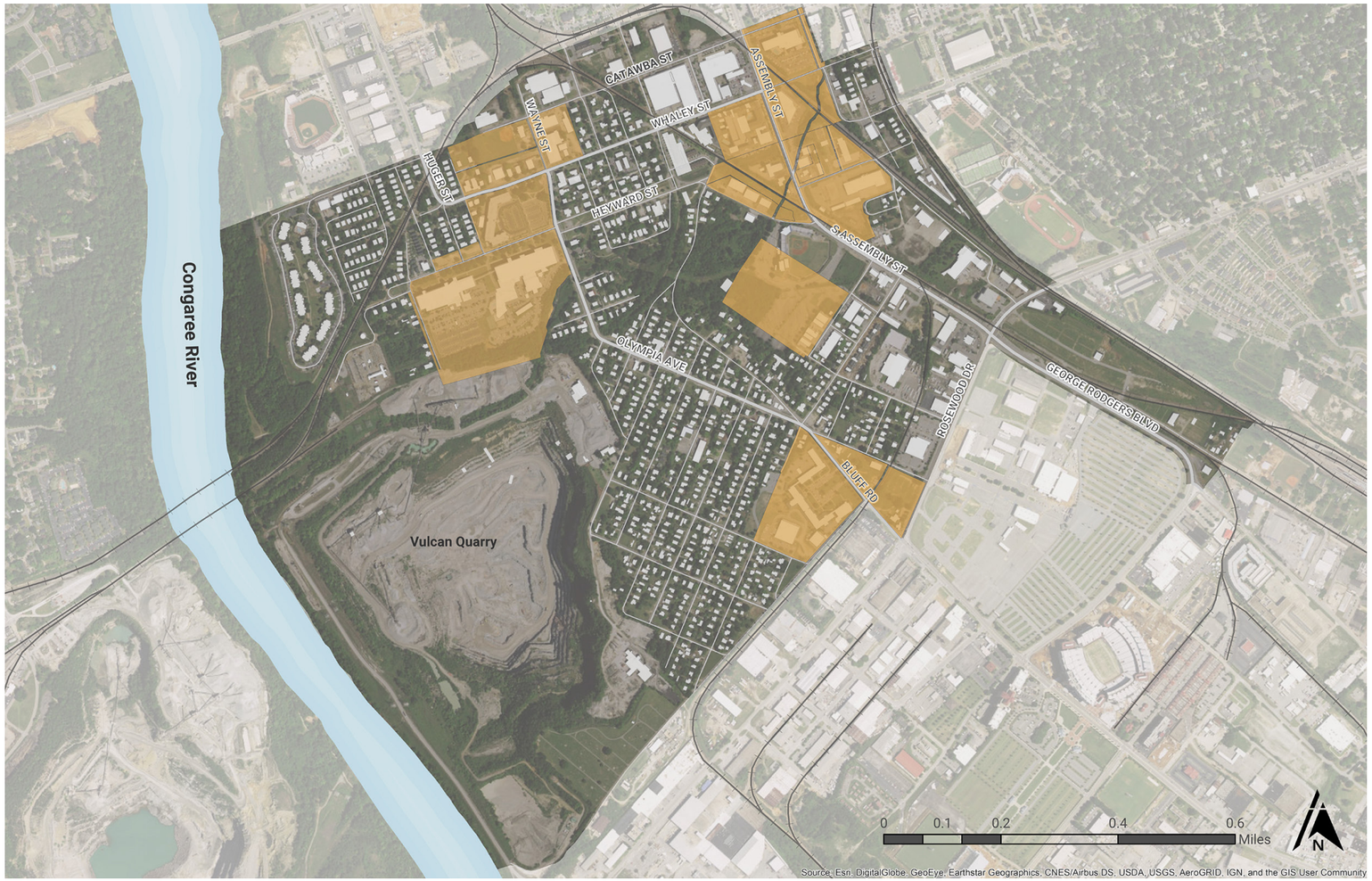

Figure 24: Proposed Future Land Use Map - Urban Core Neighborhood Activity Center (UCAC-1)

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 3-5 mile drive and typically consist of a variety of commercial and service uses (*Plan Columbia*, 2015, pg.36).

USES

PRIMARY small and medium business/employment (excl. flex), multi-family small and medium mixed-use

SECONDARY mult-family (small + medium)

TERTIARY civic/institutional, large format business/employment, single family attached, cemeteries + mausoleums, parking structures and lots

MILL DISTRICT CHARACTERISTICS

reuse and infill development ◆ urban corridor scale ◆ predominantly business ◆ density that defines the street edge



Figure 25: Proposed Future Land Use Map - Community Activity Corridor (AC-2)

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

EMPLOYMENT CAMPUS (EC)

Areas dedicated to concentrations of employment uses ranging from professional services, research and development and light production facilities. They are often designed in parks with internal street networks, extensive green spaces and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus (*Plan Columbia*, 2015, pg.38).

USES

PRIMARY medium to high-rise office/services, medium to extra large format flex

SECONDARY multi-family medium to high-rise mixed use, parking structures

TERTIARY small to large commercial, single family attached, small to high rise multi-family, parking lots

MILL DISTRICT CHARACTERISTICS

active green spaces ◆ flexible innovative buildings ◆ transitional scale ◆ reuse and infill development

Due to the unique, innovative character of the Mill District neighborhoods and the historic nature of the mill villages, scale in this district should be modified to remain consistent with present development patterns and with buildings maintaining a scale that is appropriate as a transition between residential uses and more intense districts.



Figure 26: Proposed Future Land Use Map - Employment Campus (EC)

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

ZONING RECOMMENDATIONS

Zoning is often confused with land use. Zoning legally divides a community into separate districts by allowed land use activity and intensity of uses such as residential, industrial, recreational or commercial. While this plan does not address the existing zoning ordinances and maps, it is important for the City and County to consider the development of zoning regulations that will align both jurisdictions and reflect the goals of the recommended land use classifications, particularly the new Urban Core Mixed Residential-Type 3 (UCMR-3). The existing zoning map for the Mill District is illustrated in ***Figure 27*** to the right.

The City and the County should review their respective zoning maps when they revise their codes. While each code will be specific to its jurisdiction, the updated zoning will achieve the same result of supporting the future land use classifications. A few broad recommendations to consider when updating zoning may include the following:

- Protection of neighborhoods that consist of single/two family structures from multi-family or commercial encroachment
- Protection of the scale, set-backs and landscaping along corridors of small-scale commercial and residential structures
- Allowing limited commercial development within existing structures or as infill structures that complement the form and character along Olympia Avenue and Whaley Street
- Examine the adoption of rental housing standards within unincorporated Richland County to be enforced in concert with the City's standards
- Ensuring that future development reflects the goals to preserve the historic architectural character and the natural resources of the Mill District
- Provision for appropriate massing, scale, placement, and site design, though the assignment of zoning districts based upon the recommendations made herein for future land use classifications

Updating zoning ordinances and maps will reflect the future land use classifications and the values set forth by this plan.

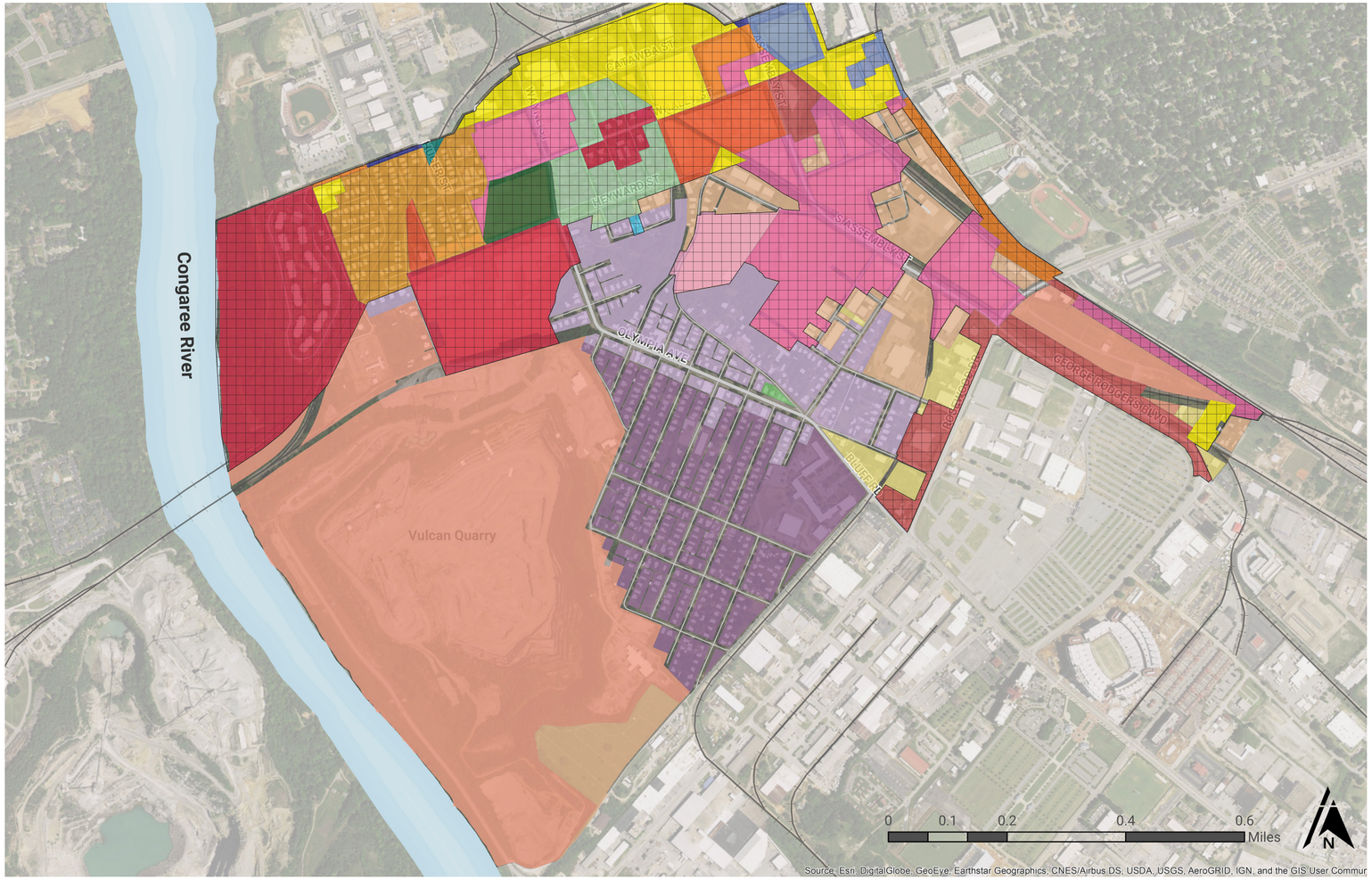

Figure 27: Existing Mill District Zoning Map (Base Zoning Districts Only)

Richland County

HI
M-1
NC
GC
RM-HD
RS-HD

City of Columbia

C-1
C-2
C-3
D-1
M-1
M-2
MX-1
MX-2
PUD-C
PUD-R
RD-2
RG-1
RG-2
RS-3

City of Columbia Municipal Limits

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED ARCHITECTURAL REDEVELOPMENT CHARACTER

The following images portray potential rehabilitation and infill development character within the historic neighborhoods, as well as appropriately-scaled neighborhood commercial development. These images are from similar historic communities, some of them mill villages. While this plan is not providing design guidelines, future development should be encouraged and guided to reflect the vision, goals and guiding principles to preserve the character and scale of the Mill District. Updated land use classifications will create an equal field for development; therefore, a unified approach to guiding the architectural style and scale should be considered after the new land use classifications and map are adopted by the City and County.

The images shown in ***Figures 28, 29 & 30***, provide possible examples of appropriately scaled redevelopment and infill development for the historic core and along corridors. Within the historic core, the goal is to preserve the fabric, character, scale, massing and density

Outside of the historic core – Assembly Street, Rosewood Drive, and parts of Huger Street, Catawba Street and Whaley Street – more diversity in architecture and more density are welcome. The architecture and density should also reflect the vision of the mill, and the industrial history of the Mill District.

A unified framework for shepherding and guiding design and development in the Mill District will provide an equitable approach to development and further support the vision of this plan.



Figure 28: Recommended redevelopment character- residential



Figure 29: Recommended redevelopment character - small commerical/mixed-use

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED ARCHITECTURAL REDEVELOPMENT CHARACTER












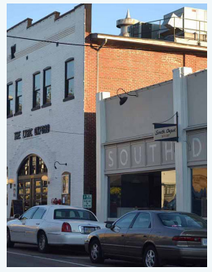






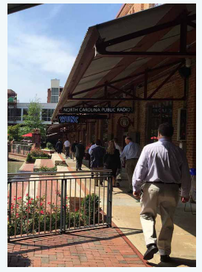


Figure 30: Recommended redevelopment character - large mixed-use/industrial/makers

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

MARKET RECOMMENDATIONS

CHANGING THE PERCEPTION

FINALIZING THE PLAN

The process of preparing a community plan, such as this one, is the first step in changing perceptions of an area. The Plan will provide a blueprint for moving forward and aligning stakeholder interest on big issues. Creating alignment and agreement between stakeholders will provide a platform for spreading the word about the changes coming to the Mill District. Further, the Plan gives confidence to those considering a move to the area, especially at the grassroots level. For example, a small proprietor interested in opening a small coffee or retail shop or a potential homeowner interested in purchasing their first house will be more inclined to consider the Mill District because of the community's vision and plan.

PROMOTING THE PLAN

A key benefit of the Plan is a future vision of the Capital City Mill District that was shaped by its residents and stakeholders. An effective way to achieve the Plan's vision and goals is to promote the Mill District at the grassroots and City-wide and regional level, to brand the Mill District, and then to market the Mill District to attract homeowners and businesses:

- Widely distribute the Plan.
- Involved stakeholders should continue to promote the ideas within the Plan and continue to stay engaged.
- Stakeholders advocate for the improvements planned for the Mill District through engaging with local government, word-of-mouth, advertising, and press with a goal of implementation and creating buzz which can reach future homeowners and investors.
- Promote tax credits, grants and incentives that specifically attract new homeowners and businesses and preserve the character of the Mill District.
- Partner with the Columbia Development Corporation to promote the master plan, new investments and future projects.
- Ensure that new projects and studies reference and leverage the Plan, such as the upcoming NEPA review of rail consolidation options, improvements to Rocky Branch, and development of the Rocky Branch Greenway.
- Create an identity for the area that brands the name - Capital City Mill District. While the name is abbreviated to the Mill District for the purposes of this document, ownership and branding should be of the full name.
- Create signage and gateways that can be incorporated at key entry points into the Mill District.
  - Gateways will be the key to developing an identity for the Mill District. Several design sketches were developed for gateway signage options and are illustrated in ***Figure 31***. During the second phase of the public input session, the community voted on which concepts to develop further. Two concepts were chosen: Concept A, shown in ***Figure 32***, used brick and stone materials found throughout the Mill District. Concept B, shown in ***Figure 33***, was a more industrial design using steel or metal products for the frame. These concepts will need to be further developed and should be implemented in gateway areas as streetscapes are developed.
- Create a Capital City Mill District history trail that can be accessed by walking, biking or driving and through technology.
- Create an ongoing organization or entity that keeps the vision and implementation of the Plan at the forefront.
  - Create and institute a formal representative organization to advocate on the behalf of the Mill District, to engage Mill District stakeholders and to ensure all efforts support the vision of this plan. This organization will shepherd collaborative efforts within the Mill District, such as broad public participation in the NEPA process, and serve as stewards of the Mill District community spirit, history and culture.
  - This organization should include representatives of Mill District property, business and home owners; at least one representative of each neighborhood (Whaley, Granby, Olympia and the Assembly Street Corridor); representatives from the City, County, Richland County School District One, USC, the Columbia Development Corporation, Central Midlands COG; and other stakeholders invested in the Mill District.
- Consider the formation of a Merchant's Association or Business Improvement District to provide a platform to cross market the area and promote local businesses.
- Use existing historic assets such as 701 Whaley, historic markers, public art, and the Olympia-Granby Mill Village Museum to teach the history and importance of the area to visitors, newcomers and even long term residents.

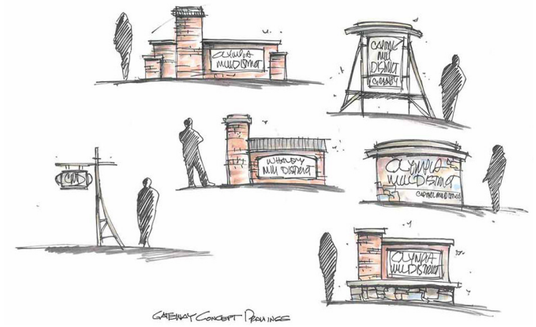

Figure 31: Gateway design sketches

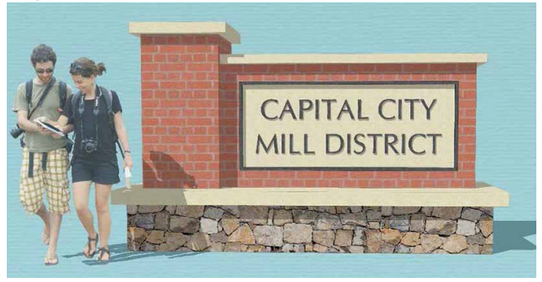

Figure 32: Gateway signage Concept A

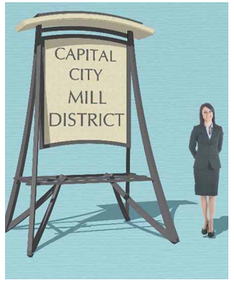

Figure 33: Gateway signage Concept B

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

MARKET RECOMMENDATIONS

HARNESS THE INNOVATION ECONOMY

The Assembly Street corridor is currently an underutilized, piecemeal area that separates the University of South Carolina from the Mill District neighborhoods. A series of railroad and transportation corridors reinforce the division. Herein lies the biggest challenge for the City and County: finding a way to stitch these areas together. Creating an innovation district is one way to create a new urban form that builds a cohesive neighborhood. A new area of research has begun to further categorize and study this new urban form; which has taken root in similar areas throughout cities worldwide.

The Brookings Institute has published documents on innovation districts including *The Rise of Innovation Districts: A New Geography of Innovation in America* (Katz & Wagner, 2016). After studying a number of different emerging innovation areas, The Brookings Institute has defined them as follows:

"Innovation Districts: geographic areas where leading-edge anchor institutions and companies cluster and connect with start-ups, business incubators, and accelerators. They are also physically compact, transit-accessible, and technically-wired and offer mixed-use housing, office and retail" (Katz & Wagner, 2016, pg.1).

The Assembly Street corridor has potential to house such an area since it shares several ingredients required:

- Runs through USC and downtown
- Home to underutilized former industrial area with potential to be reshaped
- Adjacency to historic buildings and neighborhoods

The Assembly Street Corridor is appropriate for an Innovation District and has the potential to become a high value area. While not included in our study area, the light industrial zone immediately to the south of the Mill District is more conducive to a creative artisans and makers' area. The size and location of the properties to the south could retain the affordability needed for artisans and makers. This category is defined by Brookings as "highly specialized, small-batch manufacturing such as advanced textile production and small artisan-oriented manufacturing" (Katz & Wagner, 2016, pg.1).



Figure 34: Examples of Innovation Districts

Innovation districts are more research/science/technology based. A makers' district is slightly different, but related in many ways. Some innovation districts cater to both makers/artisans and higher tech users. For example, a brewery mixed in with a high-tech medical device company would fit into an innovation district. In general, these districts reflect the changing preferences of our society and the way innovation happens today versus 1850 (Manufacturing/Industrial Zones) or 1950 (Suburban Science Research Park). Innovation is now clustered in dense, complex, urban ecosystems that are rich in amenities.

The qualities of an innovation district reflect the uses and characteristics of the Employment Campus land use classification. Specifically, the innovation district should reflect the key strengths and research areas within USC and the unique character of Columbia and Richland County. Also, this district will support the USC/Columbia Technology Incubator building which is already proposed within the Mill District.

Despite whether or not a true innovation district is created and thrives, the physical ecosystem that innovation districts embody is a worthy planning goal. The physical attributes that drive an innovation district are just as applicable to general office and mixed-use urban areas. These areas are compact, complex, diverse, mixed-use areas with connectivity, amenities and entertainment.

An excerpt from the Brookings report sums up the challenge ahead for the Assembly Street corridor. Specifically from the section "Re-imagine Your Physical Landscape":

> *Successful practitioners routinely spoke of the need to transform the physical landscape of their districts to create the favored attributes of complexity, density, and mixed uses and activities. This has been particularly challenging in places that bear the indelible markings of 20th century development. Heavy infrastructure—highways and exposed rail tracks—often divide natural districts. Euclidean zoning, originally intended to protect health and safety, segregated uses and isolated housing, office, commercial and manufacturing activities from each other. A number of innovation districts have therefore required variances from antiquated land use and zoning ordinances and, in some cases, radical changes to existing infrastructure. (Katz & Wagner, 2016, pg.16-17)*

Two case studies are presented on the following pages that demonstrate successful efforts to plan and prioritize investments by setting a vision for revitalization. These are the revitalization of Downtown Durham, North Carolina and the Noisette Community Master Plan in North Charleston, SC. Both of these plans share similar characteristics that provide additional relevancy: city and district sizes and the challenge of dealing with changing economic engines (tobacco and Navy base). From these case studies, important ideas, inspiration and lessons can be obtained and applied to the Mill District.

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

CASE STUDIES

Downtown Durham, North Carolina serves as a revitalization case study that demonstrates how to transform a former industrial area into a thriving innovation district that supports not only new jobs and residential development but also a vibrant cultural economy.

INNOVATION CASE STUDY ◆ DURHAM, NORTH CAROLINA

The redevelopment of Durham, NC into a center for innovation is a relevant case study for the Capital City Mill District and the greater downtown Columbia area. Durham, like Columbia, is home to a major research institution. Durham, like Columbia and Richland County, was trying to overcome decades of shifting economies (Columbia formerly cotton, Durham formerly tobacco) and disinvestments in and around the downtown area. The Durham case study (Lowe, 2014) is important since it demonstrates the ingredients for success:

- Leadership at the public, private and neighborhood level
- Alignment of resources and cooperation between the City's major research institution and the City
- Common vision for the future
- Leveraging of existing physical assets

In the 1980s and early 90s, downtown Durham was suffering from disinvestment and blight. Most of the buildings were vacant or underutilized, and locals commented that the area was too distressed to pay for demolishing the structures, a result of which was the preservation of classic historic and mid-century modern buildings. However, this lack of demolition did preserve the classic historic and mid-century modern buildings. The City and a local downtown development corporation created a strategic master plan to revitalize the downtown. The downtown revitalization was led by the City of Durham, Duke University, and private partners such as Capital Broadcasting.

Prior to the 1990s, Duke was contained within its own campus, outside of the central business district. While Duke did not have a downtown presence, they recognized that they needed a healthy, vibrant urban center to remain competitive among top tier institutions located in vibrant downtowns such as Austin and Portland. Competition to attract top talent—both faculty and students—required mixed-use development, walkability, and stimulating physical environments.

Duke leveraged its AA credit rating as a tenant to assist private developers in seeking capital to acquire and rehabilitate historic buildings into Class A, modern workplaces. Over 15 years, Duke increased its commitments from 74,000 square feet to 1.1 million square feet (ULI Carolinas, 2015). Duke understood that they would be paying property taxes through its building expense pass-throughs which further supported the economic picture for downtown and the City of Durham. The first step for Duke was to relocate administrative offices downtown, which was followed by the relocation of core research and development functions.

One of the first catalyst projects was the decision by City leaders to retain the Durham Bulls minor league team within the downtown area. The team had considered moving to the suburbs, but a new baseball park site was identified and funding was committed for the facility. Next door, the American Tobacco Factory was purchased by Capital Broadcasting. The former, and vacant, 1.1 million SF tobacco factory was transformed into a knowledge-based hub of activity with a mix of entrepreneur spaces, and tech startups. On the first level, American Underground developed a 30,000 square foot co-working space; today they have increased their footprint to occupy 110,000 square feet (ULI Carolinas, 2015).

Today, the downtown area has over three million square feet of Class A office space and is 97% leased, and five hotels have been constructed and several high profile historic buildings have been renovated, including the boutique 21C Hotel. A new building for the Durham Performing Arts Center was built near the ballpark and is the busiest facility of its kind in the nation. The increased cultural amenities and job opportunities have induced demand for downtown residential, thereby creating a vibrant mixed-use environment (ULI Carolinas, 2015).

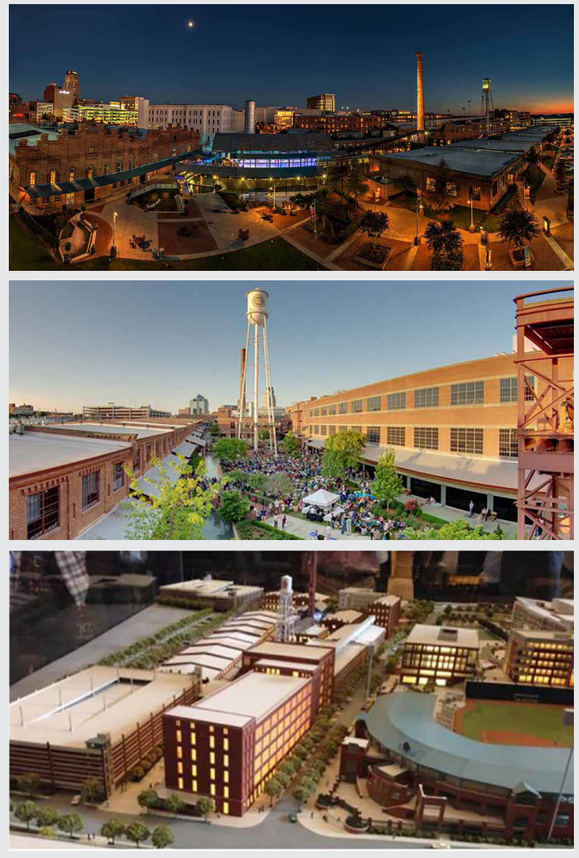

Figure 35: Innovation District Case Study in Durham, North Carolina

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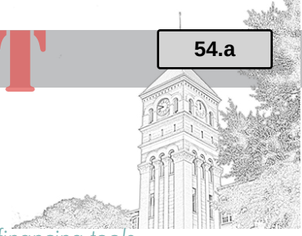

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

CASE STUDIES

The Noisette Project serves as a revitalization case study for the Mill District. Many of the aforementioned incentives and financing tools such as New Market Tax Credits, Historic Tax Credits, Abandoned Building Revitalization Credit and the SC Mill Revitalization served as a catalyst for future development in the Noisette Project and can be mirrored in the Mill District.

MILL DISTRICT REVITALIZATION CASE STUDY ◆ THE NOISETTE PROJECT

The Noisette project (The Noisette Company, 2003), in the City of North Charleston, represents a relevant case study for mill neighborhood revitalization. The Noisette area includes around 3,000 acres which represent the historical core of the City of North Charleston. The area was built around two major economic anchors in the early twentieth century: The Charleston Navy Base and the GARCO Mill. The Mill closed in the late 1980s and the Navy Base was shuttered in 1996 - sending shockwaves through the region. The closure had a particularly devastating economic impact on the surrounding neighborhoods which built up around the facility.

After several years of discussions, the City of North Charleston, grassroots neighborhood groups and the private sector undertook a major planning effort to outline a vision for sustainable revitalization. A community master planning process began in 2001 and was completed in 2003. Since that time, over $750M in documented investments have been made within the boundaries of the master plan area.

The Mill District and the Noisette area are very similar in that they both have roots as industry-specific, insular communities that were somewhat self-contained. Both communities sprung from industrial roots and still share major industrial adjacencies, river edges and crisscrossing rail networks. Both communities contain a strong residential fabric and passionate stakeholders who value the historic identity of their neighborhoods. In each case, there were (are) struggles with low median income and demographic extremes. In the case of Noisette, the population was aging and crime was a key concern. For the Mill District, there is a very high concentration of 18-24 year olds and renters. Both Noisette and the Mill District are located in areas that are geographically central. The Mill District is close to Columbia's CBD and the University of South Carolina, whereas Noisette is in the center of the Charleston/ North Charleston MSA, but not near the historic center. The Noisette area is larger than the Mill District.

In addition to the issues confronting the Noisette area above, there were depressed property values and the area was demanding more City resources than property taxes were bringing in. Further, the historic main street, East Montague Avenue, was nearly vacant and the school district was preparing for major disinvestment in the area.

The Noisette community master planning process began in 2001 and was completed in 2003. Over the past 13 years, the following changes have taken place:

- 8,000 jobs on the former base;
- GARCO mill property has been cleaned up, 271 new apartments built and a rehabilitation of the historic mill building is set to begin;
- Mainstream acceptance of the neighborhood although crime is still an occasional issue;
- Young people and young families are moving to the neighborhood;
- Property values have seen significant increases in the 5 to 10 times multiple range;
- Homeownership is increasing; and
- Vibrant main street has evolved on East Montague Avenue.

The Noisette Plan (The Noisette Company, 2003) was most successful by creating an alignment and focus of resources. There was buzz created by the project and an effort was made to highlight the positive attributes of the community. Also, with a completed master plan and a common vision for the future, residents were able to sell their own neighborhood to friends and family. The changes did not come quickly, but evolved over the course of a decade and are still ongoing today.

The Noisette community redevelopment effort provides several take-aways that can be applied to the Mill District:

- Leadership from the public sector, private sector and grassroots community level is crucial;
- Completing the *Capital City Mill District Area and Corridor Plan* is an important first step. The Plan can become the central guiding document to align stakeholders;
- Branding and word of mouth advertising is an important component for a project like this;
- Relatively small initial projects lead to big changes over time;
- Early work is difficult and results aren't always visually apparent, but it is crucial to building the proper foundation for redevelopment and investment; and
- Changes and revitalization tend to be incremental and small-scale until they take hold. This is why the Plan's policy recommendations must be implemented.



Figure 36: Innovation District Case Study in Charleston, South Carolina - The Noisette Project

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BIG IDEA 2:

MANAGE TRAINS, TRANSPORTATION & TRAFFIC

The transportation network is a critical element in the development of the Plan and any recommendations must incorporate an integrated approach with the community resources, character, land use, and development patterns. The Mill District experiences a wide range of transportation-related issues, including the heavy railroad traffic, trucks, special event impacts and pass through traffic; each of which has significant impacts on the quality of life for residents.

In particular, the rail traffic and the number of at-grade crossings that are located within and adjacent to the Mill District are an issue for the neighborhood. The Huger Street crossing is often blocked for significant amounts of time due to the presence of the CSX rail yard, located just west of the Congaree River in Cayce, and the associated operations and staging. In addition to the Huger Street crossing, the rail crossings on Assembly Street can often be blocked which leads to large amounts of "cut-through" traffic in the neighborhood by drivers avoiding the blockages on Assembly Street. The associated rail noise and warning horns also have impacts on the neighborhood and its residents.

Through the development of the Plan and its extensive stakeholder and public outreach, the transportation issues were prioritized and recommendations to mitigate the adverse impacts on the Mill District were identified. The planning process for the transportation analysis and development of recommendations is described on the following pages.

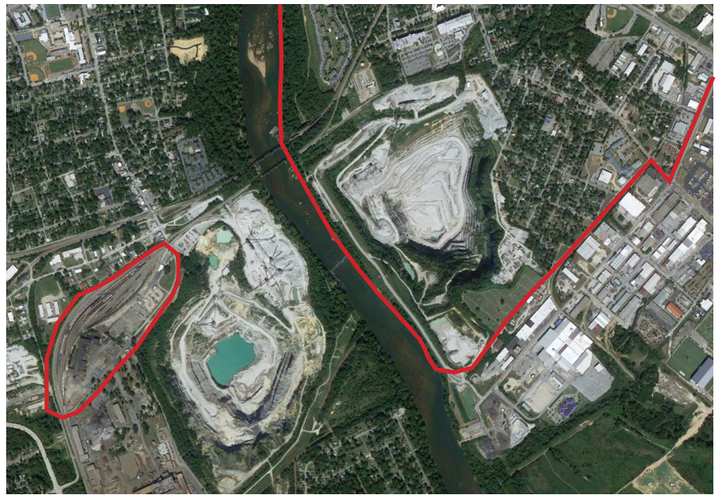

Figure 37: CSX railyard relationship to Mill DIstrict

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

PREVIOUS AND ONGOING EFFORTS



Figure 38: Proposed Huger Street-Olympia Avenue Connector

Outside of the development of the plan, there have been several previous transportation initiatives undertaken over the years that have attempted to address some of the traffic and train-associated impacts. In order to fully understand the historical context for transportation in the Mill District, each of these efforts was reviewed.

In the late 1980s, a proposal for a Huger Street crossing flyover was identified. This Huger-Olympia Connector, shown in ***Figure 38***, provided a grade-separated rail crossing that aligned directly with Wayne Street and connecting on the east to Bluff Road via Olympia Avenue. This project moved into right of way acquisition, with the South Carolina Department of Transportation (SCDOT) purchasing the needed property for the connection. However, due to opposition from the community, combined with lack of funding for construction, the project was put on hold, although SCDOT retained the ownership of the acquired right of way. In 2015, SCDOT, while retaining ownership rights, leased the right of way to the University of South Carolina for their use as a parking facility for a new building.

In 2003, the City of Columbia undertook a Quiet Zone study, which identified the steps needed to install quiet zones. According to Norfolk Southern, the installation of a quiet zone can cost local governments approximately $200,000 to $400,000 per crossing for basic gate systems and up to $500,000 for more sophisticated equipment. Additionally, the local government is responsible for the ongoing maintenance costs, which, according to Norfolk Southern, can range up to $10,000 per gate system annually.

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

PREVIOUS AND ONGOING EFFORTS

In 2009, the Assembly Street Railroad Corridor Consolidation Project was completed for SCDOT (Assembly Street Railroad Corridor Consolidation Project, 2009). This effort was a continuation of projects identified in the 1970s to address the rail impacts on the downtown Columbia area. There were four phases of projects, which included Phase 1-A (Assembly Street), Phase 1-B (Elmwood Loop), Phase 1-C (the Ditch), and Phase II (Fairwold Connection). Phases 1-B and 1-C have been completed and the 2009 effort focused on Phase 1-A (Assembly Street Railroad Corridor Consolidation Project, 2009).

The 2009 study examined the impacts from both the CSX and Norfolk Southern rail lines and the at-grade crossings along Assembly Street. These active rail lines have slow speed trains that often block the at-grade crossings for significant amounts of time. The result of this study identified alternatives for addressing the at-grade crossings through proposed grade-separation and closures in the study area, which included portions of the Mill District study area. The Huger-Olympia Connector was included as part of the study.

As with the Huger-Olympia Connector, the lack of funding for projects resulted in the project being shelved. In 2014, a consortium of agencies and local governments in the Midlands submitted an unsuccessful application to the SC Transportation Infrastructure Bank for a grant to complete the United Midlands Multimodal Corridor Improvement Project (United Midlands Multimodal, 2014). Included in the project list were multimodal improvements along Assembly and Huger Street corridors, as well as addressing the numerous at-grade rail crossings.

In 2016, SCDOT identified enough funding to begin the assessment of the alternatives identified in the 2009 rail consolidation study along Assembly Street in compliance with the National Environmental Policy Act (NEPA). The NEPA process also includes any additional alternatives identified due to changing conditions. In addition to the Assembly Street alternatives, the Huger-Olympia Connector is also included in the evaluation process.

The NEPA process sets the framework for protection of the environment and is required when any federal action may impact the human and natural environment.

There are two primary objectives in the process:

- To ensure the impacts of every element of a proposed project are considered
- To inform and involve the community members and the public of the alternatives and their impacts on the human and physical environment

Included in the human environment are social and cultural elements such as historic and cultural resources, archaeological resources, and socio-cultural attributes. The physical environment includes elements such as noise, air quality, floodplain and water resources, visual impacts and impacts to protected lands. Public involvement is a critical part of the process.

The results of the NEPA process is to identify a preferred alternative among those identified. A “no-build” alternative is always considered as part of the process, and the analysis can result in the “no build” alternative as the preferred alternative.

Currently, there are no funds to move beyond the development of the environmental document.

Per the project team’s discussion with SCDOT, it is our understanding that all alternatives developed in the Capital City Mill District Area and Corridor Plan will be included in the NEPA process and will each be given equal weight when evaluated. Each alternative will be studied in order to determine what effects it will have on the City and the Mill District.

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

EXISTING CONDITIONS

RAIL

A network of rail lines, both Norfolk Southern and CSX, cross through and around the edges of the study area. These trains are major lines, moving coal and other commodities, and often have major impacts on traffic flow. Often, when trains block Assembly Street, the traffic avoids them by moving through the study area, creating additional issues and impacts within the area. The majority of the crossings are at-grade, which is a significant safety hazard, both for motorists, as well as pedestrians crossing the tracks, many of whom are students. The main Norfolk Southern and CSX lines emanating from Columbia are:

NORFOLK SOUTHERN	CSX
◆ West toward Augusta	◆ Northwest to Spartanburg
◆ Northwest to Spartanburg	◆ South to Savannah
◆ North to Charlotte	◆ Northeast to Raleigh
◆ Southeast to Charleston	◆ Southeast to Charleston

Essentially, all of the movements among these lines run through the Mill District.

Several data sources were used in the assessment of railroad crossings. The Federal Railroad Administration (FRA) provides data about railroad crossings in a variety of forms, including an online mapping tool and downloadable GIS files. A FRA crossings database can be queried to list all crossings in Columbia, South Carolina (Federal Railroad Administration, 2017). In addition, the FRA National Rail Network is viewable in GIS. GIS files of statewide railroads are available from SCDOT. SCDOT also lists all public at grade railroad crossings (South Carolina Department of Transportation, 2017).

The collection of the above data sources was used to identify the U.S. DOT Crossing Inventory Number of each at-grade railroad crossing. The U.S. DOT Crossing Inventory Form contains numerous attributes, including whether the crossing is at-grade and has signals. The number of trains per day was calculated as the sum of the total day thru trains (6AM to 6PM), total night thru trains (6PM to 6AM), total switching trains, and total transit trains (Federal Railroad Administration, 2017).

All major CSX and Norfolk Southern lines serving Columbia traverse the Mill District, as shown in ***Figure 39***. Crossing the Congaree River to the west are the Norfolk Southern line to Augusta and the CSX line to Savannah (including Amtrak). Entering the study area from the northeast is the Norfolk Southern line from Charlotte. To the northwest are Norfolk Southern and CSX lines to Spartanburg as well as the CSX line to Raleigh.

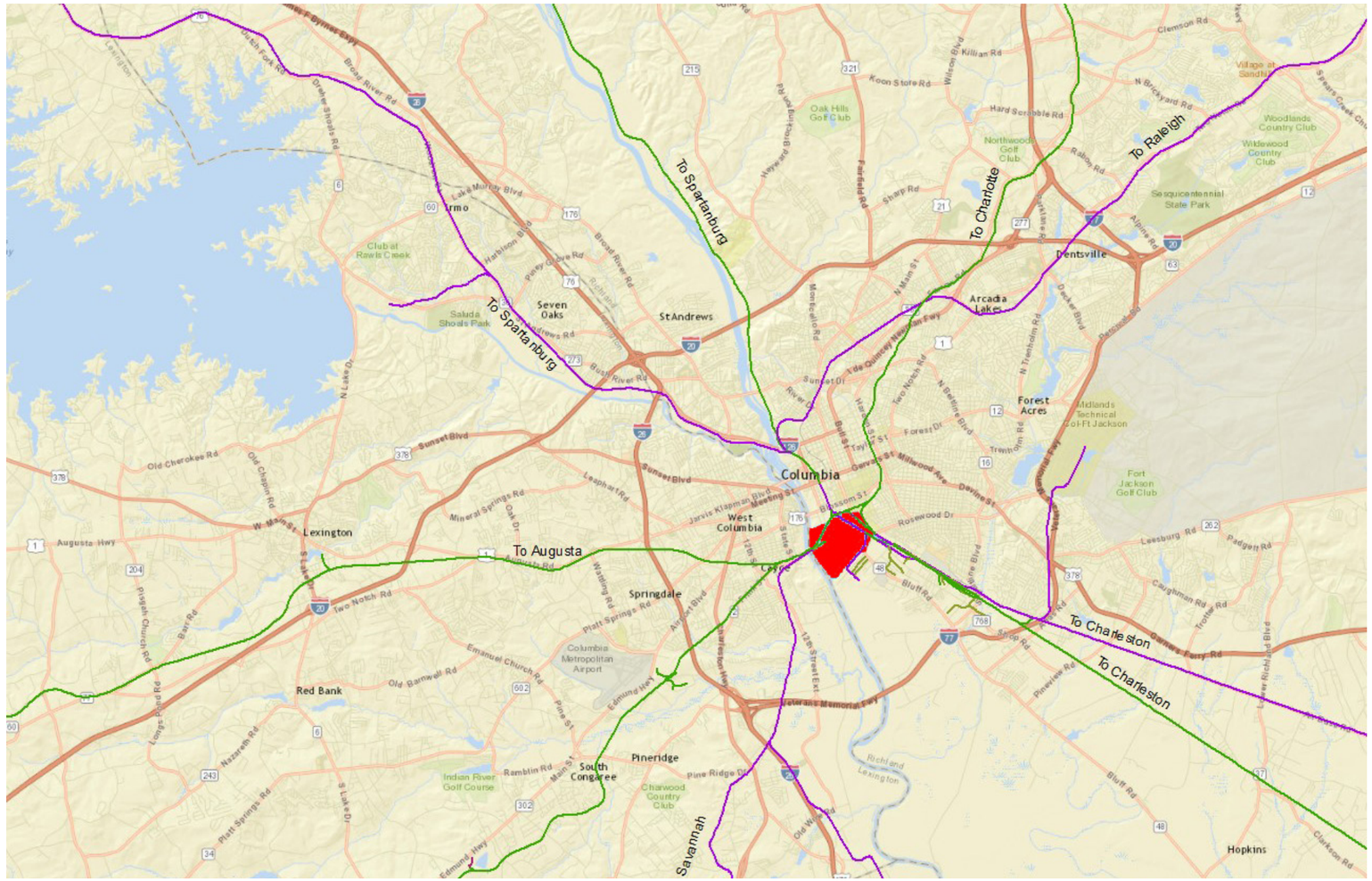

Figure 39: Rail Lines in Columbia

To the southeast are Norfolk Southern and CSX lines to Charleston. Of these four major access and egress directions (west, northeast, northwest, and southeast), three are shared between CSX and Norfolk Southern (the exception being Norfolk Southern alone directed to the northeast serving Charlotte). Two parallel lines head toward Charleston to the southeast, paralleling lower Assembly Street in the study area.

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

EXISTING CONDITIONS

Figure 40 shows the number of trains per day traversing various at-grade crossings in and around the study area. The volumes indicate heavy freight traffic on the Norfolk Southern lines to the northeast toward Charlotte, with about 16 trains per day on both the tracks between the Charleston line (evidenced by the crossing at Whaley Street/Sumter Street) and line connecting to the west and northwest (across Gadsden, Lincoln, and Assembly Streets). The other dominant movement is along the shared line from the west that crosses Huger Street and Tryon Street, carrying about 18 trains per day on CSX and eight trains per day on Norfolk Southern.

To the southeast, traffic is lighter and split between the two lines. CSX has a spur serving an area south of the study area with two trains per day. A Norfolk Southern spur to the east also serves two trains per day. CSX carries about nine trains per day on this line paralleling Assembly Street through the core of the study area (crossing Lincoln Street, Whaley Street, and Catawba Street/Mulberry Lane. The parallel Norfolk Southern Line is substantially lighter with two trains per day at Flora Street. The bulk of the Norfolk Southern volume split to the northeast in this vicinity.

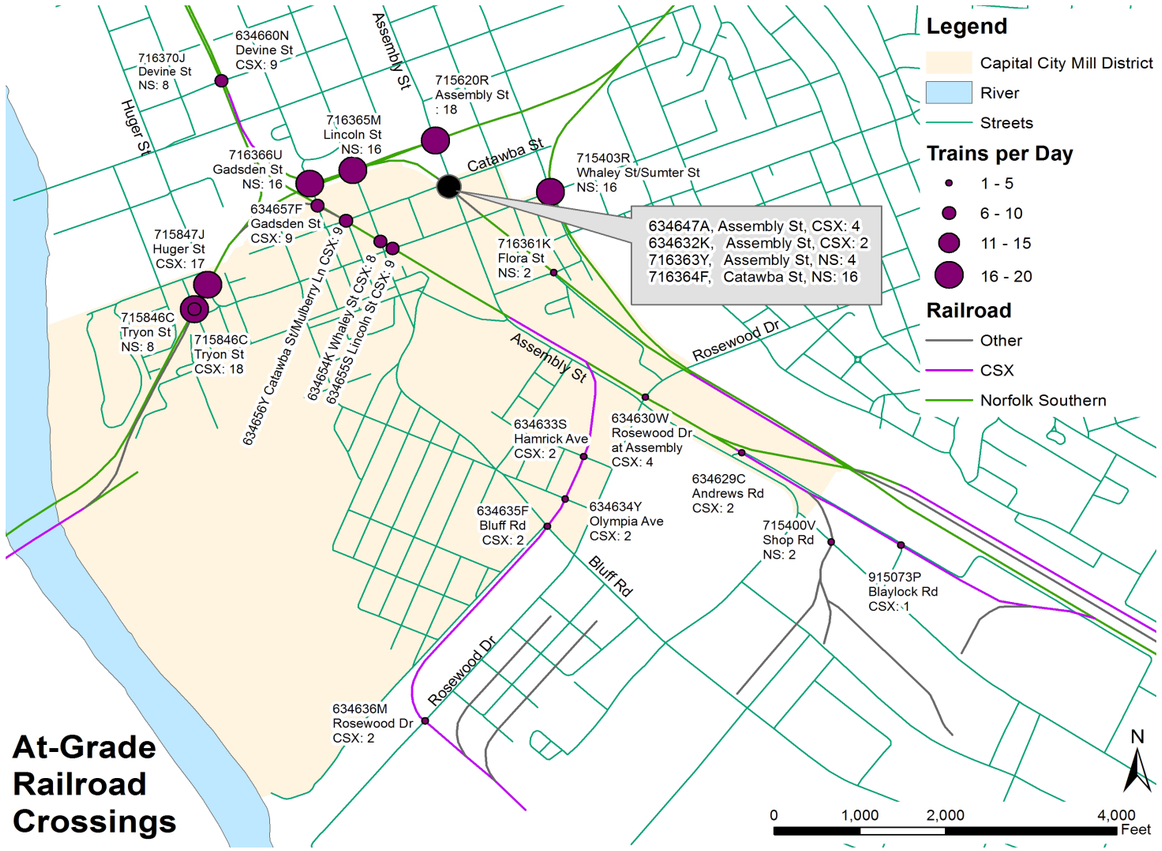

Figure 40: At-grade Railroad Crossings

ROADWAY

The major corridors within the study area carry a significant amount of traffic on a daily basis. The 2016 average annual daily traffic (AADT) on these major corridors is shown below:

CORRIDOR	LOCATION	2016 - AADT
Huger Street	Between Blossom and Whaley	18,500
Whaley Street	East of Huger Street	17,900
Whaley Street	West of Assembly Street	11,100
Olympia Avenue	West of Bluff Road	14,700

These traffic volumes dramatically increase during special events and as motorists on Assembly Street try to avoid train blockages by moving through the neighborhood. With the increased growth pressures, the traffic issues will only worsen in the future. There is a lack of multimodal facilities for pedestrians and bicyclists on many of the roads within the District. This lack of pedestrian and bicycle amenities is a safety concern, including at the at-grade rail crossings, as well as along the more heavily traveled corridors (SCDOT, 2016).

In addition, there are significant numbers of trucks moving within and through the study area. The quarry is located in the southwestern portion of the study area; there are also light industrial uses adjacent to the study area that generate freight/truck movement.



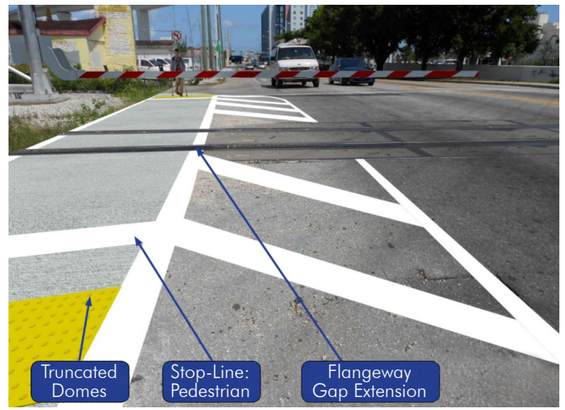

Figure 41: Before and after bike/pedestrian railroad crossing

Photo Credits: Miami-Dade MPO

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

COORDINATION

AGENCIES

Coordination with involved agencies is always an important element of any study. However, with the significant impacts on the Mill District by the railroads and the NEPA effort undertaken by SCDOT on the Assembly Street rail consolidation and Huger-Olympia Connector, coordination throughout the project with these transportation agencies became critical.

Over the course of the planning process, the team met with representatives from SCDOT Rail Office and Preconstruction Office four times. These meetings were held to discuss the project background and history, ongoing and future efforts affecting the District, and to provide information and obtain feedback on the progress of the plan development. In addition, the team also met with representatives of the railroads four times, with one of the meetings including both SCDOT and rail representatives. Numerous telephone and email exchanges were also held with both the railroads and SCDOT to ensure transparency and coordination in the development of recommendations.

The feedback provided by the railroads was disseminated to the members of the public and stakeholders to help provide insight and understanding regarding the rail companies. The railroads are private corporations that are federally regulated by the Federal Rail Administration. As private entities, changes to the railroad lines and/or operations need to be targeted for increased efficiency and economic benefit.

From the rail perspective, safety is of utmost importance and includes the priority of at-grade crossing elimination. With regard to bicycles and pedestrians, improved amenities may be incorporated into at-grade crossings, but safety measures must be in place specifically for the users and any non-standard materials must be funded through sources outside of the railroad. With regard to quiet zones, those may be implemented but require a process that begins with the Federal Rail Administration. Crossings targeted as part of a quiet zone typically require major upgrades, and as with the bicycle and pedestrian amenities, funding is from sources other than the railroad.

Specifically relevant to the Mill District, there is little to no coordination between CSX and Norfolk Southern, even though the two companies operate on parallel lines and share lines within the District.

This lack of coordination is a contributing factor to some of the traffic back-ups associated with blocked crossings. The companies are open to consolidation of operations and do share operating agreements on portions of the rails within or near the District; the process is lengthy and costly, yet worthwhile and necessary.

STAKEHOLDERS AND THE PUBLIC

In addition to agency coordination, the ongoing involvement of residents and others vested in the Mill District was a crucial element in the successful development of recommendations. The Planning Advisory Committee (PAC) comprised of residents, investors, the University of South Carolina, environmental and historic groups and the Central Midlands Council of Governments was closely involved throughout the planning process. Members of the PAC and other residents had a longstanding history of active participation with issues affecting the Mill District, and had invested hundreds of hours to ensure proposed solutions, such as the Huger-Olympia Connector, would not have adverse community impacts. This community investment by the PAC was particularly focused on rail and transportation solutions, which can have dramatic community impacts, both adverse as well as positive and crafting the appropriate recommendations was a high priority. Members of the PAC worked closely with the project team in the development of general and specific transportation recommendations.

In addition to the PAC coordination, members of the public were active in providing their feedback throughout the process. Public meetings, workshops, and open houses were held to allow for the full dissemination of project information and to obtain specific feedback regarding every element of the plan, including trains and transportation.

RECOMMENDATIONS

Through the planning analysis and coordination, potential alternatives for addressing trains and transportation were developed and presented to the City of Columbia, Richland County, and the PAC. With the complexity of the Plan development and the need for intensive coordination, it was decided to have focused PAC workshops on the specific plan elements. The train and transportation workshop to determine the final alternatives and recommendations was held on January 6, 2017.

The project team developed five alternatives for addressing the rail issue. Each of the alternatives includes the consolidation of CSX and Norfolk Southern rail operations along Assembly Street onto the northernmost rail line and removing the rail line closest to Assembly Street. Corresponding with the Plan's Big Ideas, recommended alternatives are detailed in the following pages.

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

RECOMMENDATIONS

ALTERNATIVE A: RECONFIGURED BLOSSOM/HUGER INTERSECTION

This alternative, shown in ***Figure 42***, includes the following elements:

- Consolidation of the rail lines along Assembly Street
- Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom to Assembly
- Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street
- Huger Street at-grade crossing remains in place
- Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing
- Implementation of quiet zones
- Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way

ADVANTAGES

The advantages of Alternative A include:

- Minimal neighborhood impacts
- Routing of traffic around the Mill District on Blossom and Assembly Streets
- Provision of enhanced multimodal facilities along Huger Street
- Mitigation of train blockages and noise
- Implementation of the majority of the alternative can occur without rail consolidation

DISADVANTAGES

The disadvantages of Alternative A include:

- At-grade crossing at Huger Street remains with no alternative grade separation
- Intense coordination with the railroad yard operations is the key element

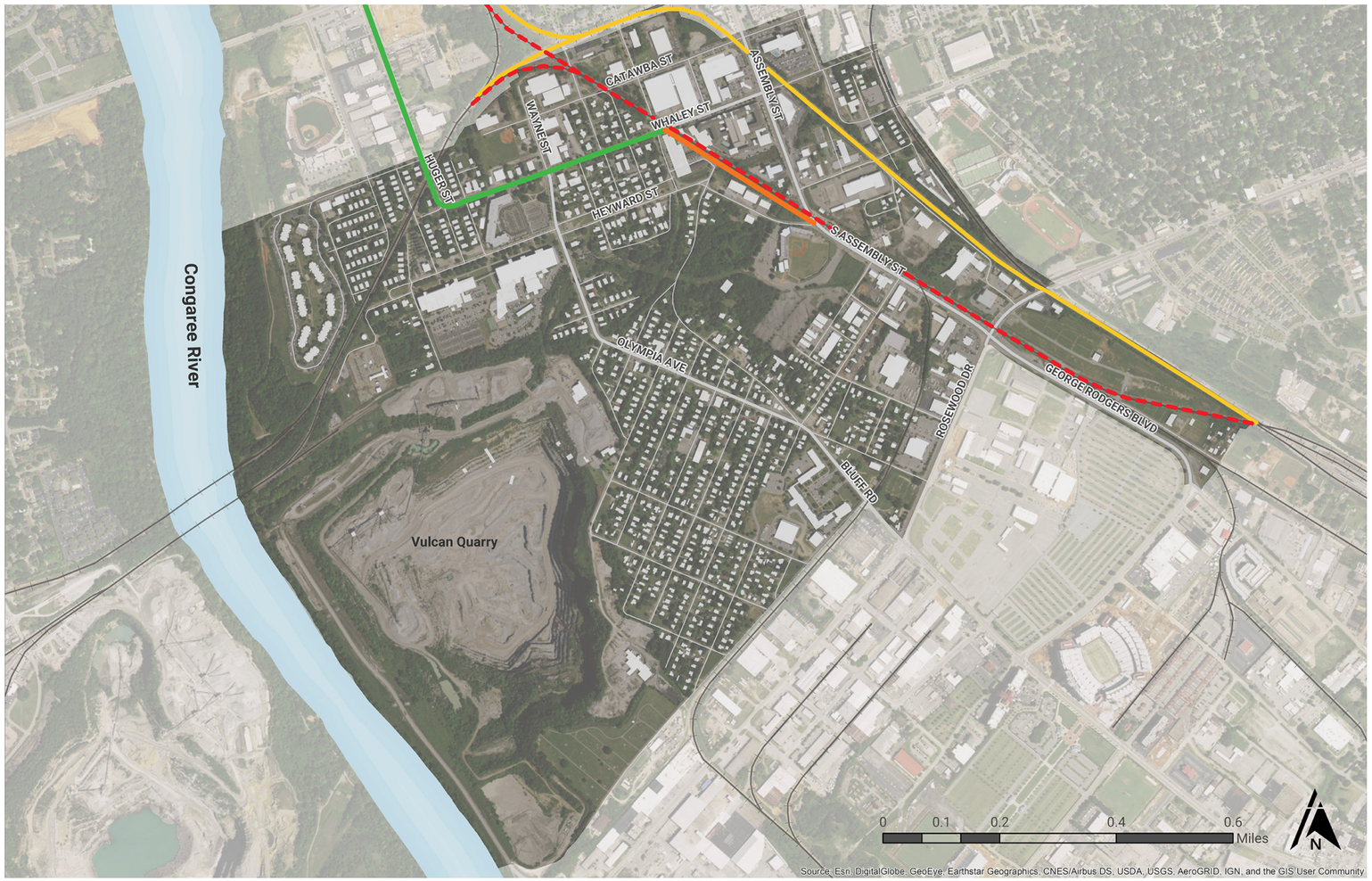

Figure 42: Alternative A - Reconfigured Blossom Street/Huger Street Intersection

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RECOMMENDATIONS

ALTERNATIVE B: HUGER STREET FLYOVER TO CATAWBA STREET

This alternative, shown in ***Figure 43*** includes the following elements:

- Consolidation of the rail lines along Assembly Street
- Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom to Assembly
- Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street
- Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing
- Implementation of quiet zones
- Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way
- Flyover on the existing SCDOT right of way with touchdown on Catawba Street
- Implementation of access management on Catawba Street to manage traffic flow through the neighborhood

ADVANTAGES

The advantages of Alternative B include:

- Routing of traffic around the Mill District on Blossom and Assembly Streets
- Provision of enhanced multimodal facilities along Huger Street
- Mitigation of train blockages and noise
- Provides grade-separated alternative to the Huger Street at-grade crossing
- Direct connection to Assembly Street via Catawba Street
- Keeps traffic on the periphery of the Mill District

DISADVANTAGES

The disadvantages of Alternative B include:

- At-grade crossing at Huger Street likely removed
- Increased traffic along Catawba Street
- Intense coordination with the railroad yard operations is a key element
- Visual and residential scale impacts from flyover
- Grade separation requires rail consolidation

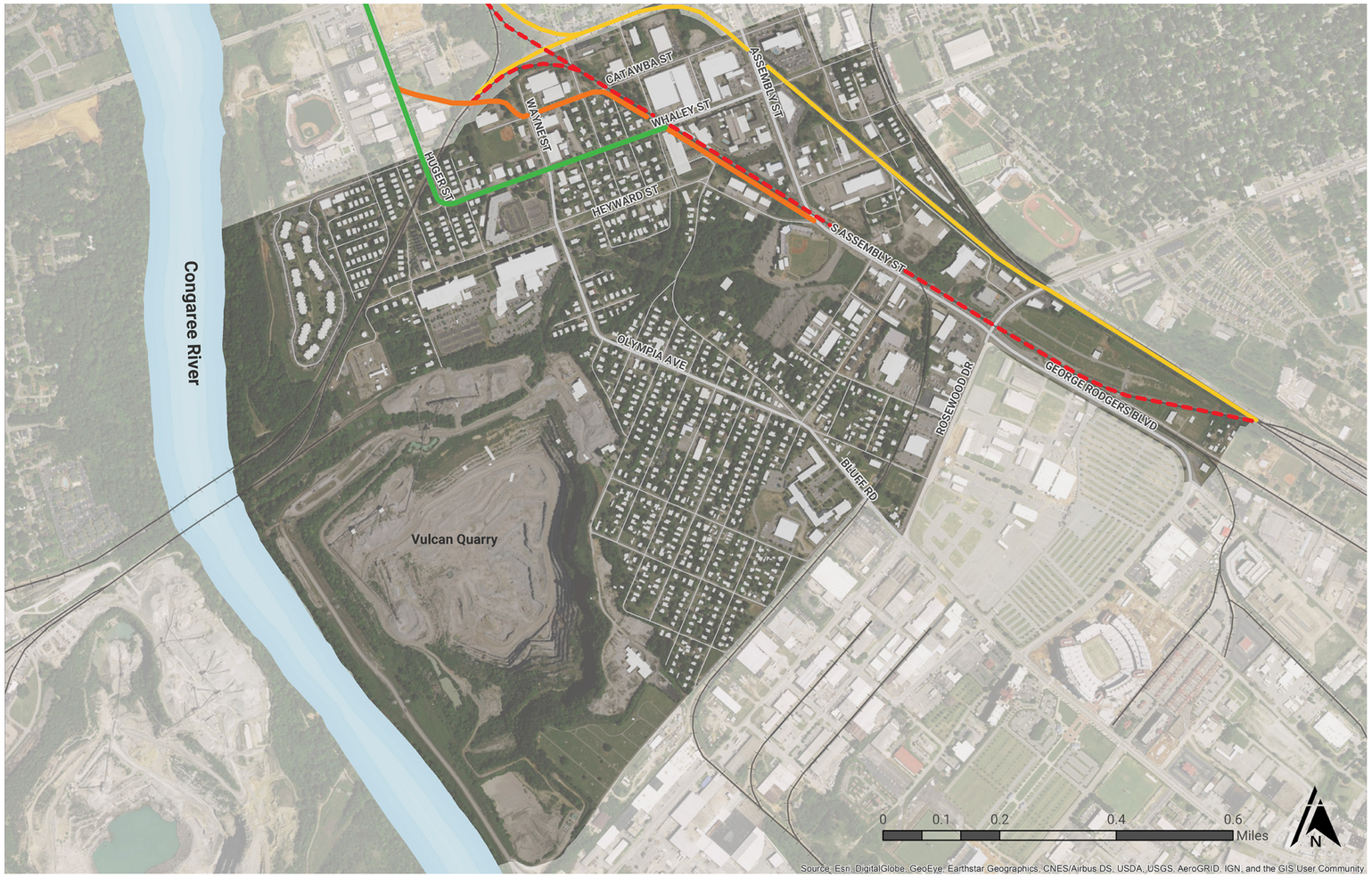

Figure 43: Alternative B - Huger Street Flyover to Catawba Street

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

RECOMMENDATIONS

ALTERNATIVE C: NORTHERN LOOP FLYOVER TO CATAWBA STREET

This alternative, shown in ***Figure 44***, includes the following elements:

- Consolidation of rail lines along Assembly Street
- Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street
- Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street
- Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing
- Implementation of quiet zones
- Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way
- Construction of flyover to Assembly Street on existing SCDOT right-of-way and the former northernmost railroad right-of-way

ADVANTAGES

The advantages of Alternative C include:

- Routing of traffic around the Mill District on Blossom and Assembly Streets
- Provision of enhanced multimodal facilities along Huger Street
- Mitigation of train blockages and noise
- Provides grade-separated alternative to the Huger Street at-grade crossing
- Direct connection to Assembly Street via Catawba Street
- Keeps traffic on the periphery of the Mill District

DISADVANTAGES

The disadvantages of Alternative C include:

- At-grade crossing at Huger Street likely removed
- Increased traffic along Catawba Street
- Intense coordination with the railroad yard operations is a key element
- Visual and residential scale impacts from flyover
- Grade separation requires rail consolidation
- Coordination of the construction of the flyover partially within the existing rail right of way and the need for temporary tracks

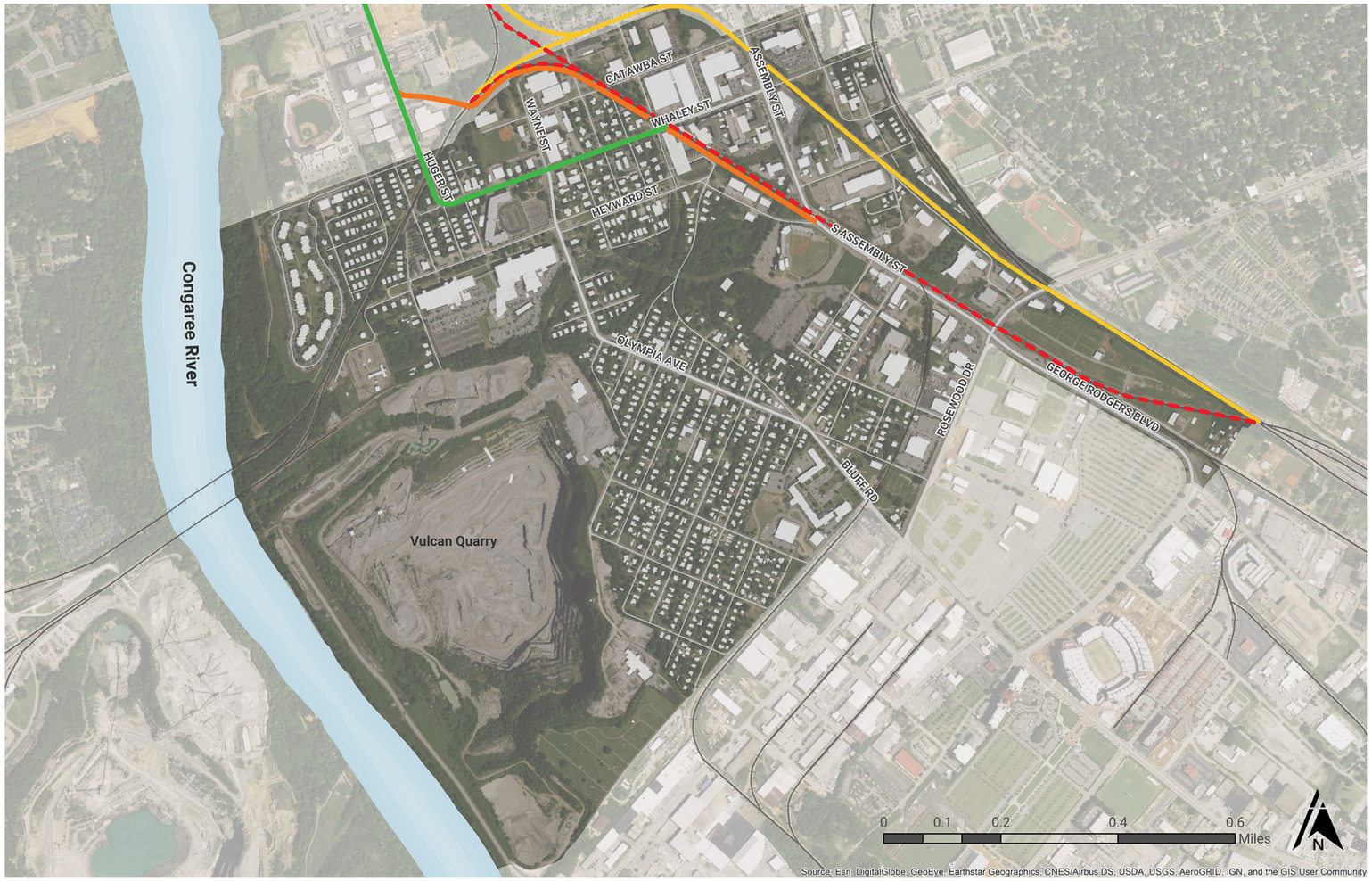

Figure 44: Alternative C - Northern Loop Flyover to Catawba Street

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RECOMMENDATIONS

ALTERNATIVE D: GRADE SEPARATION / UNDERPASS AT HUGER STREET

The fourth alternative, shown in ***Figure 45***, includes the following elements:

- Consolidation of rail lines along Assembly Street
- Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street
- Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street
- Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing
- Implementation of quiet zones
- Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way
- Construction of an underpass for a grade separated crossing at Huger Street

ADVANTAGES

The advantages of Alternative D include:

- Provision of enhanced multimodal facilities along Huger Street
- Mitigation of train blockages and noise
- Implementation of the majority of the alternative can occur without rail consolidation
- Direct connection to Assembly Street via Catawba Street
- Adresses the at-grade crossing at Huger Street while retaining the Huger/Whaley connection

DISADVANTAGES

The disadvantages of Alternative D include:

- At-grade crossing at Huger Street removed
- Intense coordination with the railroad yard operations is a key element
- Visual and residential scale impacts from underpass
- Requires construction of temporary tracks to continue rail operations during construction
- Underpass/retaining walls likely required
- Anticipated length of ramping will likely impact Whaley Street
- Difficulty of inclusion of bike/pedestrian infrastructure in an underpass

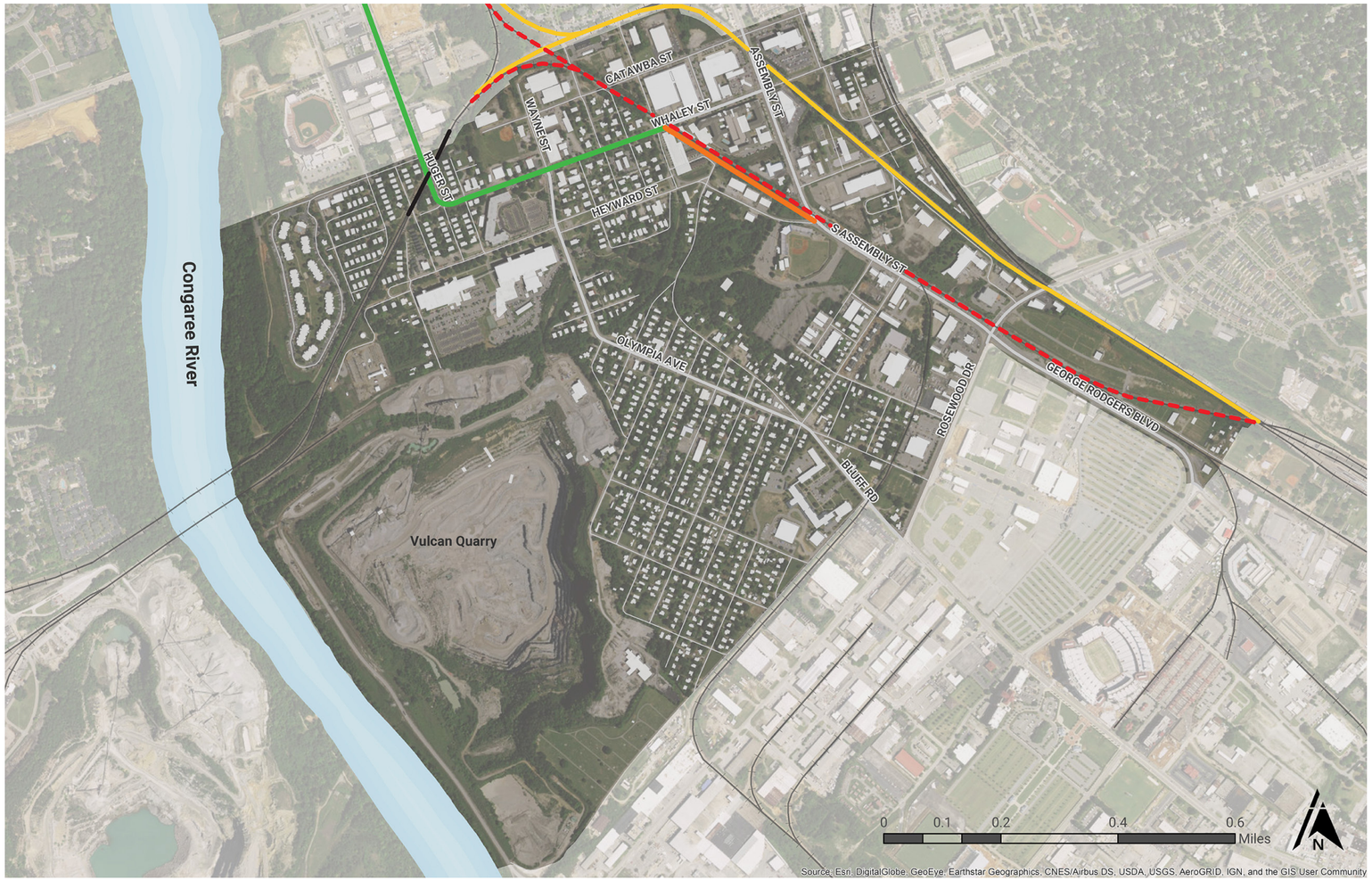

Figure 45: Alternative D - Grade Separation/Underpass at Huger Street

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RECOMMENDATIONS

ALTERNATIVE E: GRADE SEPARATION / UNDERPASS ON RAIL RIGHT-OF-WAY

The fifth alternative, shown in ***Figure 46***, was proposed by the members of the PAC and includes the following elements:

- Consolidation of rail lines along Assembly Street
- Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street
- Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street
- Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing
- Implementation of quiet zones
- Construction of roadway on existing SCDOT right-of-way and on underpass at the former northernmost railroad
- Direct connection to Assembly Street from the former rail right-of-way
- This alternative is the most costly due to the construction of multiple infrastructure elements, including temporary tracks

ADVANTAGES

The advantages of Alternative E include:

- Routing of traffic around the Mill District on Blossom and Assembly Streets
- Provision of enhanced multimodal facilities on Huger Street
- Mitigation of train blockages and noise
- Direct connection to Assembly Street via Catawba Street
- Provides grade-separated alternative to the Huger Street at-grade crossing

DISADVANTAGES

The disadvantages of Alternative E include:

- At-grade crossing at Huger Street likely removed
- Intense coordination with the railroad yard operations is a key element
- Visual and residential scale impacts from flyover
- Grade separation requires rail consolidation
- Requires construction of temporary tracks to continue rail operations during construction
- Significantly longer construction time and higher costs due to additional elements

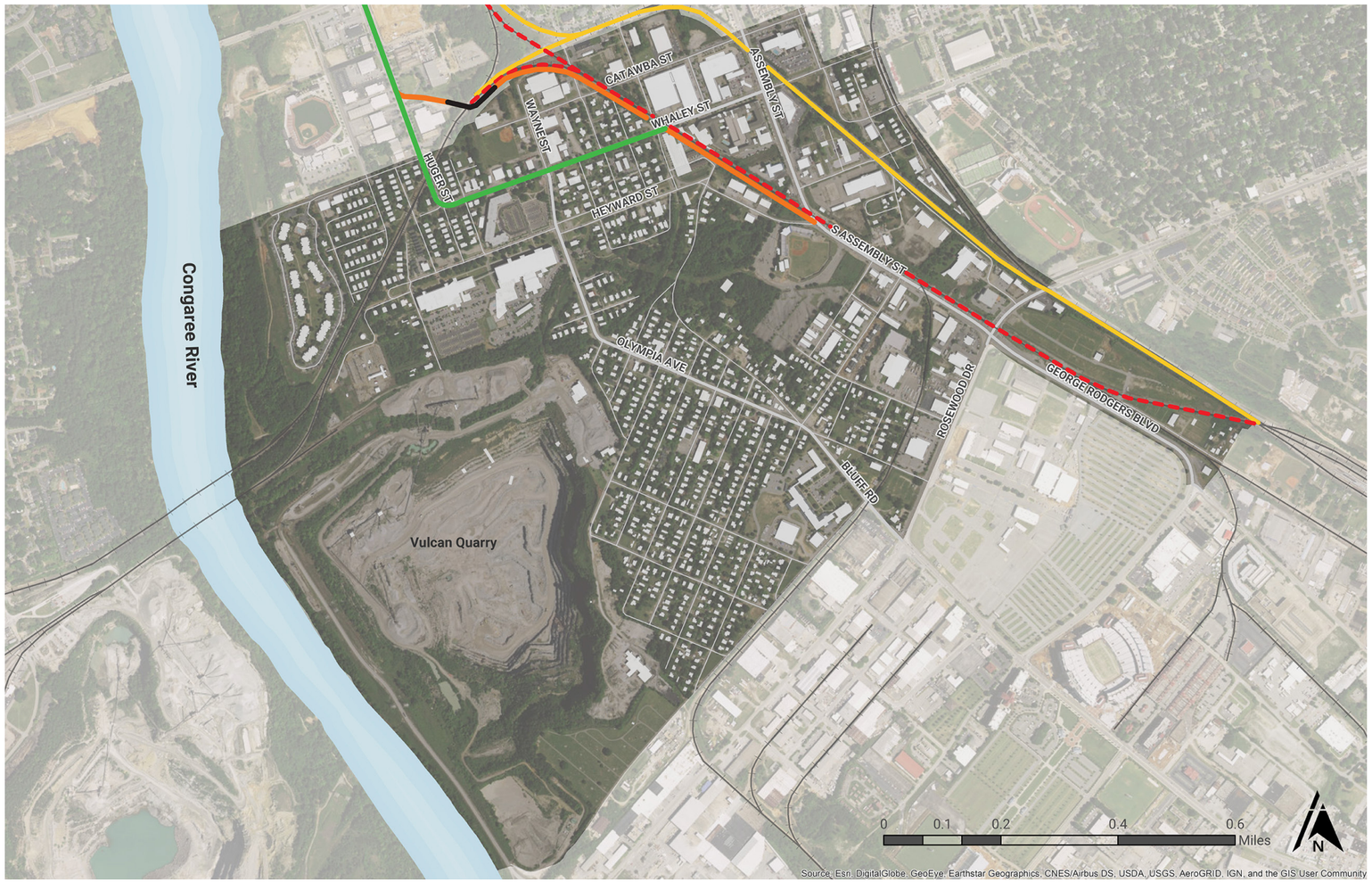

Figure 46: Alternative E - Grade Seperation/Underpass on Rail Right of Way

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

RECOMMENDATIONS

IMPLEMENTATION PRIORITIES

The first reccomendation for the rail/transportation element of the plan is the completion of a comprehensive area traffic study.

A traffic study of the area will be required before any road diets and/or other traffic improvements can be finalized. This traffic study should incorporate a wider study area than the Mill District to ensure a complete understanding of potential impacts within and adjacent to the Mill District. This traffic study should include the impacts of pedestrians, bicylists, trains, and personal and commercial transit. The study should incorporate the Mill District, the University of South Carolina, and the Blossom Street area west of Assembly Street to the Congaree River.

This traffic study should fully analyze the existing and future traffic conditions, truck traffic, and network connectivity. The study should be included in the short-term action plan. The following reccomendations have been identified in conjunction with the traffic study:

- Reconfiguration of the Blossom Street/Huger Street intersection with southbound dual turn lanes from Huger Street onto Blossom Street
- Align Heyward Street on both sides of Olympia Avenue
- Transform Heyward Street on the east side of Olympia Avenue in a pair of one-way streets to Lincoln Street
- Complete the Heyward Street Extension to Assembly Street
- Use landscape areas along streets as opportunities for stormwater management
- Reduce Assembly Street to a 5-lane cross section and implement bike and pedestrian facilities
- Huger Street road diet with median, bicycle and pedestrian accommodations
- Improved at-grade rail crossing at Huger Street, with bicycle and pedestrian accommodations. Any preferred alternative needs to indicate that the Huger Street at-grade crossing remains.
- Improvements to existing signalized intersections
- Additional intersections signalization (particularly on Olympia Avenue/Wayne Street/Whaley Street, Heyward Extension, and Wheat Street/Huger Street)

Additional priorities include:

- Consolidation of Assembly Street rail lines
- Railroad Coordination and Management, including:
  - Implementation of quiet zones
  - Coordination with Cayce Yard operations to minimize/mitigate road blockages
  - Exploration of parallel rail line at the Huger Street crossing to minimize/mitigate road blockages from shared use of the single track by CSX and Norfolk Southern
  - Implementation of Complete Streets throughout the Mill District
  - Feasibility assessment of expanded and/or consolidated transit systems with COMET and the University of South Carolina system
  - Retention of Huger Street connectivity for neighborhood users

With the understanding of the NEPA process moving forward in the near-term, the project team recognized the need to identify alternatives preferred by the Mill District for inclusion into the process. Through the extensive coordination with SCDOT during the planning process, it is our understanding that the identified alternatives will be incorporated in the NEPA assessment.

Additionally, with any grade separation alternative, the existing at-grade crossing should remain open, and the Huger Street road diet should continue to Assembly.

PLACEMAKING THROUGH RAIL CONSOLIDATION

Placemaking along Assembly Street will transform this corridor into a beautiful and functional avenue and gateway into the City of Columbia and USC. Assembly Street is the urban edge of the Mill District and has the potential to become the home to vibrant businesses, mixed-use developments and Town and Gown collaborative efforts with higher density and more urban scale architecture. Assembly Street will remain a major vehicular arterial; however, it also can and should become a major walk/bike corridor, which will encourage significant investments.

The rail line consolidation along Assembly Street is a key element to creating this vibrant avenue/corridor. Therefore, participation in the NEPA process and the completion of a comprehensive traffic study is necessary to plan and implement placemaking projects. If, through NEPA and the traffic study, rail consolidation is deemed viable and committed to by CSX, Norfolk Southern, SCDOT, the City of Columbia and Richland County, this plan should be updated with a focus on implementing placemaking, connectivity and greenway connections along Assembly Street. Current investors and property owners along Assembly Street agree that rail consolidation will open up tremendous opportunities for new development, bridging important communities: the Mill District and USC and surrounding neighborhoods.

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MANAGE TRAINS, TRANSPORTATION & TRAFFIC

RECOMMENDATIONS

RAIL ALTERNATIVE COMPARISON TABLE

The following table provides a summary and comparison of each of the identified alternatives, their advantages and disadvantages. The cost range identified is intended to show a comparative magnitude between the alternatives; more detailed concept and design information will be needed to develop more precise cost estimates.

ALTERNATIVE	ELEMENTS	ADVANTAGES	DISADVANTAGES	ANTICIPATED COST
Alternative A	• Consolidation of rail lines along Assembly Street • Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street • Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street • Huger Street at-grade rail crossing remains in place • Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing • Implementation of quiet zones • Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way	• Minimal neighborhood impacts • Routing of traffic around the Mill District on Blossom and Assembly Streets • Provision of enhanced multimodal facilities along Huger Street • Mitigation of train blockages and noise • Implementation of the majority of the alternative can occur without rail consolidation	• At-grade crossing at Huger Street remains with no alternative grade separation • Intense coordination with the railroad yard operations is the key element	$
Alternative B	• Consolidation of rail lines along Assembly Street • Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street • Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street • Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing • Implementation of quiet zones • Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way • Flyover on the existing SCDOT right of way with touchdown on Catawba Street • Implementation of access management on Catawba Street to manage traffic flow through the neighborhood	• Routing of traffic around the Mill District on Blossom and Assembly Streets • Provision of enhanced multimodal facilities along Huger Street • Mitigation of train blockages and noise • Provides grade-separated alternative to the Huger Street at-grade crossing • Direct connection to Assembly Street via Catawba Street • Keeps traffic on the periphery of the Mill District	• At-grade crossing at Huger Street likely removed • Increased traffic along Catawba Street • Intense coordination with the railroad yard operations is a key element • Visual and residential scale impacts from flyover • Grade separation requires rail consolidation	$$

$ = $4-$6 million

$$ = $25-35 million

$$$ = $35 - $45 million

$$$$ = $45 – 55 million

$$$$$ = $60-70 million

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ALTERNATIVE	ELEMENTS	ADVANTAGES	DISADVANTAGES	ANTICIPATED COST
Alternative C	• Consolidation of rail lines along Assembly Street • Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street • Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street • Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing • Implementation of quiet zones • Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way • Construction of flyover to Assembly Street on existing SCDOT right-of-way and the former northernmost railroad right-of-way	• Routing of traffic around the Mill District on Blossom and Assembly Streets • Provision of enhanced multimodal facilities along Huger Street • Mitigation of train blockages and noise • Provides grade-separated alternative to the Huger Street at-grade crossing • Direct connection to Assembly Street via Catawba Street • Keeps traffic on the periphery of the Mill District	• At-grade crossing at Huger Street likely removed • Increased traffic along Catawba Street • Intense coordination with the railroad yard operations is a key element • Visual and residential scale impacts from flyover • Grade separation requires rail consolidation • Coordination of the construction of the flyover partially within the existing rail right of way and the need for temporary tracks	$$$
Alternative D	• Consolidation of rail lines along Assembly Street • Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street • Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street • Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing • Implementation of quiet zones • Neighborhood connection to Assembly Street from Whaley Street along the former rail right-of-way • Construction of an underpass for a grade separated crossing at Huger Street	• Provision of enhanced multimodal facilities along Huger Street • Mitigation of train blockages and noise • Implementation of the majority of the alternative can occur without rail consolidation • Direct connection to Assembly Street via Catawba Street • Adresses the at-grade crossing at Huger Street while retaining the Huger/ Whaley connection	• At-grade crossing at Huger Street removed • Intense coordination with the railroad yard operations is a key element • Visual and residential scale impacts from underpass • Requires construction of temporary tracks to continue rail operations during construction • Underpass/retaining walls likely required • Anticipated length of ramping will likely impact Whaley Street • Difficulty of inclusion of bike/pedestrian infrastructure in an underpass	$$$$$
Alternative E	• Consolidation of rail lines along Assembly Street • Dual left turn lanes from southbound Huger Street onto eastbound Blossom Street, routing traffic along Blossom Street to Assembly Street • Implementation of a Huger Street road diet with a median and bicycle and pedestrian facilities to visually communicate Huger Street as a local road south of Blossom Street • Coordination with the railroads on operational improvements within the Cayce rail yard to ease back-ups at the Huger Street rail crossing • Implementation of quiet zones • Construction of roadway on existing SCDOT right-of-way and on underpass at the former northernmost railroad • Direct connection to Assembly Street from the former rail right-of-way • This alternative is the most costly due to the construction of multiple infrastructure elements, including temporary tracks	• Routing of traffic around the Mill District on Blossom and Assembly Streets • Provision of enhanced multimodal facilities on Huger Street • Mitigation of train blockages and noise • Direct connection to Assembly Street via Catawba Street • Provides grade-separated alternative to the Huger Street at-grade crossing	• At-grade crossing at Huger Street likely removed • Intense coordination with the railroad yard operations is a key element • Visual and residential scale impacts from flyover • Grade separation requires rail consolidation • Requires construction of temporary tracks to continue rail operations during construction • Significantly longer construction time and higher costs due to additional elements	$$$$$

$ = $4-$6 million
$$ = $25-35 million
$$$ = $35 - $45 million
$$$$ = $45 – 55 million
$$$$$ = $60-70 million

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Figure 47: Examples of flyovers and underpasses

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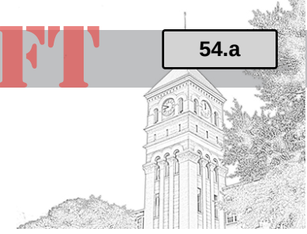

BIG IDEA 3:

UNIFY & CONNECT THE DISTRICT TO THE GREATER COMMUNITY

The Mill District's location along the Congaree River, combined with the existing railroads that weave through the neighborhoods, present a number of transportation challenges for residents and business owners. Drivers routinely use the Mill District's interior streets as cut-through routes to avoid traffic on Blossom, Whaley, and Assembly Streets, which increases congestion within the neighborhoods. Although the transportation challenges are complex and require additional study of intersections and roadway connections inside and outside the Mill District study area, there are a number of opportunities to enhance existing roadways to accommodate all modes of transportation within the existing right-of-ways. Creating a truly multimodal environment within the Mill District will reinforce that these neighborhoods are a destination and not just a pass-through. The following describes the analysis and the recommendations for transportation improvements within the Mill District, along with a few improvements outside of the study area that align with the vision and goals of the Plan.

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UNIFY & CONNECT THE DISTRICT TO THE GREATER COMMUNITY

TRANSPORTATION AND INFRASTRUCTURE ANALYSIS

A variety of street characteristics currently exist within the Mill District, from low speed residential streets like Heyward Street to high volume arterial streets such as Olympia Avenue and Assembly Street. Existing conditions were examined to understand the current state of transportation within the study area. These existing conditions were used as a baseline for analysis along with the development of recommendations. The infrastructure was assessed to determine how to improve mobility for all modes of transportation, including walking, biking, driving, and transit.

TRAFFIC VOLUMES

An understanding of present-day traffic volumes and historical trends in volumes, in and around the Mill District, identifies key corridors for further analysis. ***Figure 48*** illustrates the Annual Average Daily Traffic (AADT) volumes for 2015 along with the growth rate for AADT from 2010 to 2015 on major roadways. All traffic count data was collected by the South Carolina Department of Transportation (SCDOT) and is available for review on the SCDOT website (Average Annual Daily Traffic, 2017).

Based on the growth rates for the given period, it is apparent that traffic has grown along Huger Street and Olympia Avenue within the Mill District at a greater rate than most streets in the study area. Improvements for these roadways are described in the recommendations section that may be necessary to transform these streets into multimodal connections that reflect the desired character of the neighborhoods within the study area.

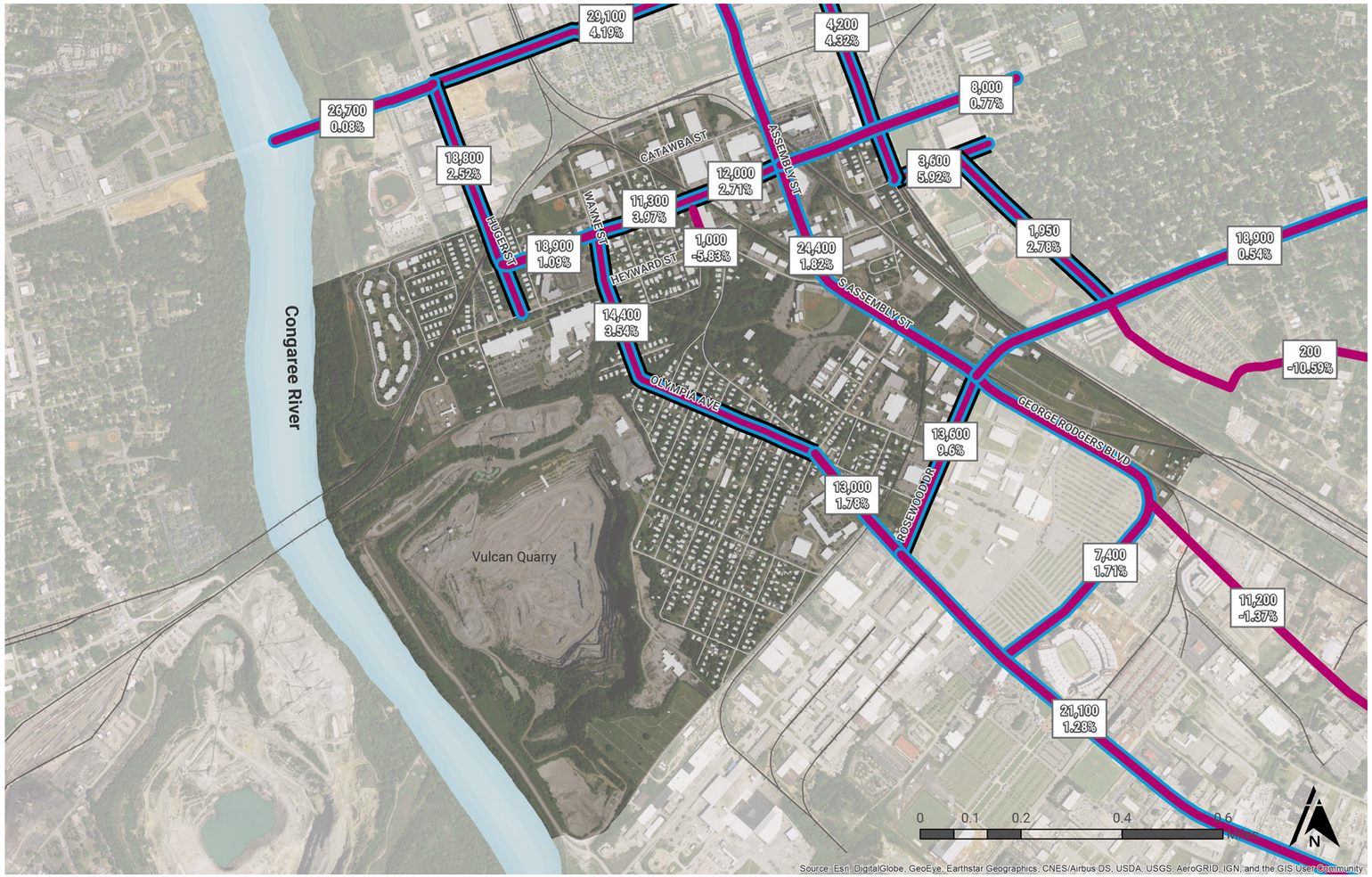

Figure 48: Annual Average Daily Traffic (AADT) Analysis

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UNIFY & CONNECT THE DISTRICT TO THE GREATER COMMUNITY

TRANSPORTATIONS RECOMMENDATIONS

Using the transportation analysis, along with input from several public open houses and stakeholder meetings and a review of the Walk Bike Columbia Pedestrian and Bicycle Master Plan (WBC), recommendations were developed to improve the multimodal network within the Mill District. Recommended improvements are targeted along priority corridors and have been developed to achieve the goal of the Mill District becoming a destination rather than a pass-through. Furthermore, the barriers in and around the study area, specifically the River to the west and the railroad tracks, present an opportunity to create a special district within the City of Columbia and Richland County that embraces walking and biking as an alternative mode of transportation. This will improve connectivity and livability within the Mill District and to the greater community.

Each recommendation has been developed to enhance the transportation network for all users in the Mill District. Several concepts have been created to illustrate proposed improvements. Infrastructure recommendations were prepared to benefit the Mill District in spite of any changes that occur to existing railroad alignments. Recommendations within this plan require additional analysis prior to implementation to ensure that the proposed infrastructure enhancements are suitable based upon current conditions at that time. Concepts illustrate specific types of bike and pedestrian facilities that increase safety and comfort for users; however, due to unforeseen challenges or barriers, including but not limited to new development, right-of-way constraints, or utility easements, the proposed type of bike or pedestrian facility may change. Additionally, the environmental review process for these or related projects may influence final design solutions.

VISUAL PREFERENCE SURVEY

During a public open house on June 29, 2016, participants were asked to provide feedback on a series of images in a visual preference survey exercise (***Figure 49***). Individuals simply indicated whether they liked or didn't like the image presented. Results were totaled and reviewed to identify street facilities and characteristics that were supported by the participants. ***Figure 50*** identifies the three images that were liked by 100% of participants during the open house. Each image includes a feature that participants felt would be beneficial and/or desirable in the Mill District. All of the features that are identified below were analyzed when developing recommendations for transportation improvements. Several of the features already exist within the Mill District and can be expanded or enhanced to improve connectivity and safety.







Figure 49: Public Open House - June 29,2016



Multiuse Path



Landscaped Median



Multimodal Environments

Figure 50: Examples of multi-modal transportation

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UNIFY & CONNECT THE DISTRICT TO THE GREATER COMMUNITY

TRANSPORTATIONS RECOMMENDATIONS

COMPLETE STREET ASSESSMENT

Analysis for infrastructure improvements targeted key connections within the Mill District. There are several local residential streets that have low speeds and low traffic volumes that do not currently need improvements. In order to identify a key network, a data driven approach was developed using existing street characteristics and prioritized streets that currently have multimodal features. This analysis provides locations that are ripe for complete street improvements.

Smart Growth America defines a complete street as "…streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work (National Complete Streets Coalition, n.d)." The table below identifies the factors that were considered for the analysis, the weight given to each factor, and the rationale for using the factor and the weight it was given.

COMPLETE STREETS FACTOR	WEIGHT	RATIONALE
Bus Stop	20	Increases the opportunity to move more people along streets
Sidewalks	20	Improves the pedestrian environment and increases ADA compliance
Attractors/Generators Inside District	20	Locations within the Mill District that may attract or generate traffic from all transportation modes (e.g. multi-family housing, restaurants, grocery stores, etc.)
Attractors/Generators Outside District	15	Locations surrounding the Mill District that may attract or generate traffic from all transportation modes (e.g. USC sports facilities, Greek Village, SC State Fairgrounds, etc.)
Existing Shoulder*	12	Highlights the potential for retrofitting the street to accommodate a variety of transportation modes
Speed Limit 35 MPH or less	8	Lower speeds reduce the level of stress for non-motorized users and increase safety for street crossings by improving visibility
Existing Crosswalk	5	Benefits all modes of transportation by increasing the predictability of pedestrian crossing locations

**The criteria to include a shoulder as a weighted factor was approximately 3-feet or more in shoulder width. For those streets without striped shoulders, a lane width of approximately 14-feet or wider was also included.*

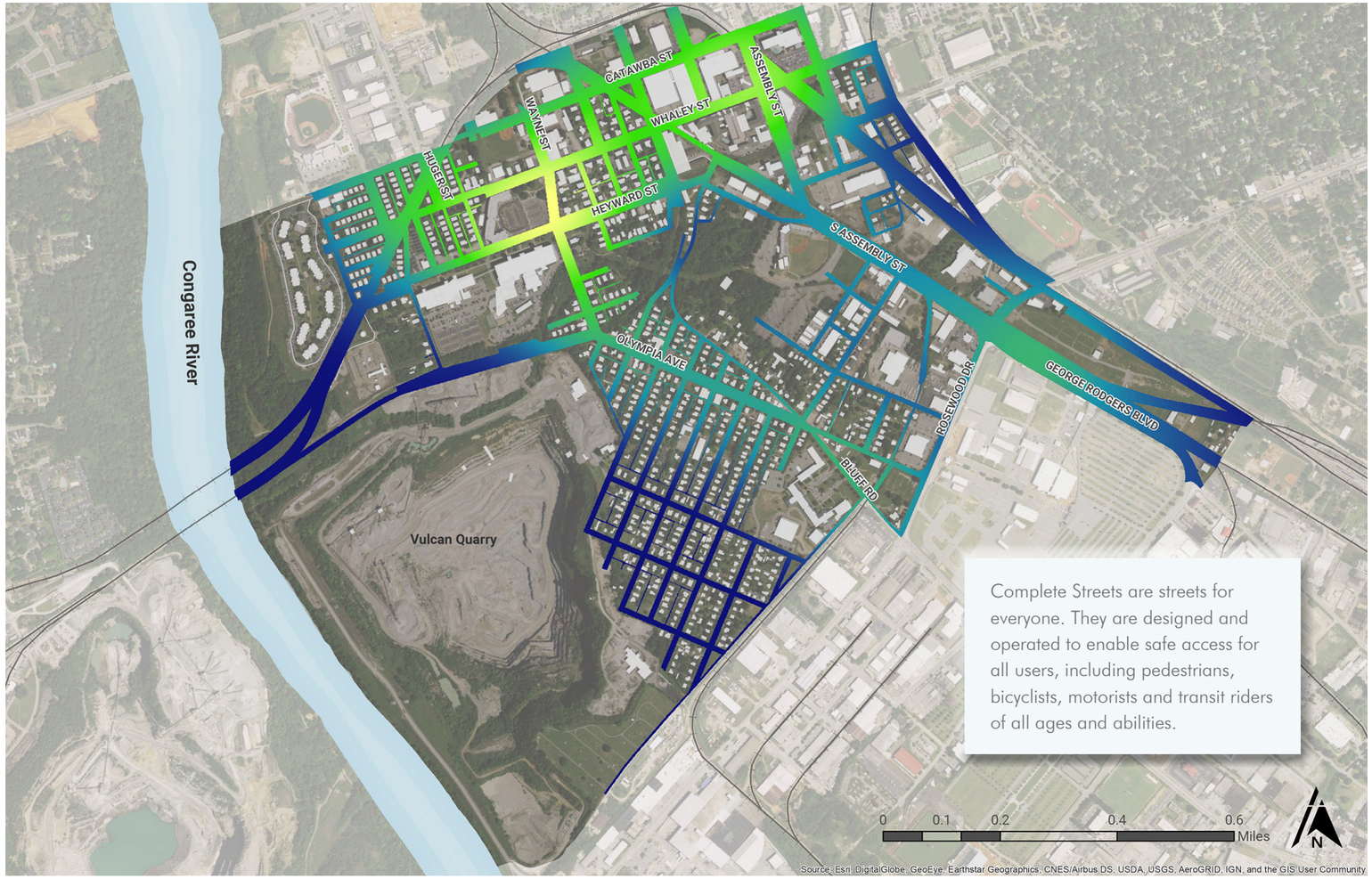

Figure 51: Complete Streets Analysis

The result of this analysis is illustrated in ***Figure 51*** as a spatial representation of the sum of all of the factors; the areas that appear the brightest or with the highest total have characteristics that would be enhanced through a complete streets approach to design. Based on this analysis, several corridors were prioritized for enhancements that would benefit all transportation modes.

Priority streets include:

- Assembly Street
- Huger Street
- Whaley Street
- Olympia Avenue
- Heyward Street
- Lincoln Street

Complete Streets Attributes

High

Low

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Recommendations were developed using the vision, goals, and recommendations in WBC; however, recommendations for the Mill District may deviate from some recommendations in the WBC based upon physical constraints, analysis of existing conditions, and public input.

BIKE AND PEDESTRIAN NETWORK

The existing network of streets within the Mill District is an opportunity to provide a safe and comfortable walking and biking network. There are several neighborhood streets within the study area that do not necessitate physical infrastructure improvements to accommodate bikes or pedestrians. These streets are characterized by slow speeds and low traffic volumes and may require targeted traffic calming in specific locations on a case-by-case basis.

Using the prioritized streets within the Mill District for bike and pedestrian enhancements will increase connectivity inside and outside of the study area. All proposed facility types and locations were developed based upon safety for users and existing conditions. Recommendations from WBC were considered during analysis, as well as the Richland County penny projects.

Any deviation from the recommendations in WBC is based upon analysis of existing traffic conditions and available right-or-way. Recommended WBC improvements such as signalized intersections, mid-block crossings, and bicycle/pedestrian cut-throughs are incorporated by reference into this plan although they are not displayed. ***Figure 52*** shows the proposed bike and pedestrian network based upon facility location inside or outside of the roadway.

The following categories are recommended:

Off-Street: A facility such as a greenway or multi-use path that is not located within the roadway and does not always follow the street alignment. This category would include the Rocky Branch Greenway.

On-Street: A facility that is located within the roadway and is not separated by a vertical element from vehicle travel lanes. This category includes traditional bike lanes and buffered bike lanes that only use paint for buffering.

Separated Bike Lane: A facility that is within the roadway and is separated from a vehicular travel lane by a vertical element.

Separated Facility: A facility that is inside or outside of the roadway but is separated from an adjacent vehicle travel lane by a vertical element.

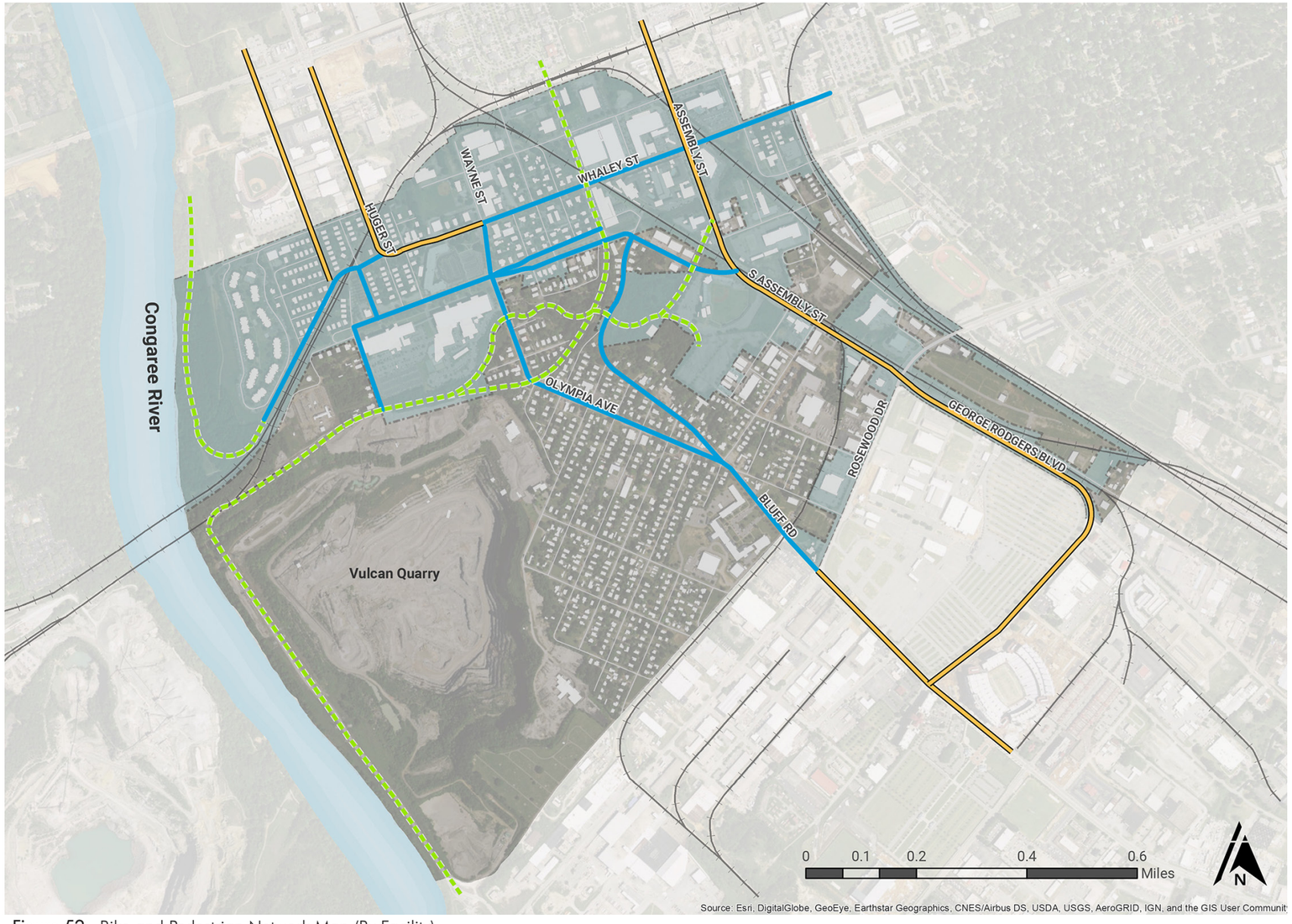

Figure 52: Bike and Pedestrian Network Map (By Facility)

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Along with the facility location on or off of the roadway, specific facility types were developed for the priority network of streets. ***Figure 53*** shows a variety of facility types that could be implemented within the Mill District to improve connectivity. Each facility type along the priority network streets provides designated space for bikes and/or pedestrians. All design/construction of any sidewalks or proposed bike facilities should comply with nationally accepted standards, including the Federal Highway Administration (FHWA) and National Association of City Transportation Officials (NACTO), as well as City of Columbia and Richland County engineering standards. Residential streets that have not been included in the priority network of streets also are displayed and represent opportunities for shared roadways that do not require new infrastructure to accommodate bikes or pedestrians.

Recommendations were developed using the vision, goals, and recommendations in WBC; however, recommendations for the Mill District may deviate from some recommendations in WBC based upon physical constraints, analysis of existing conditions, and public input.

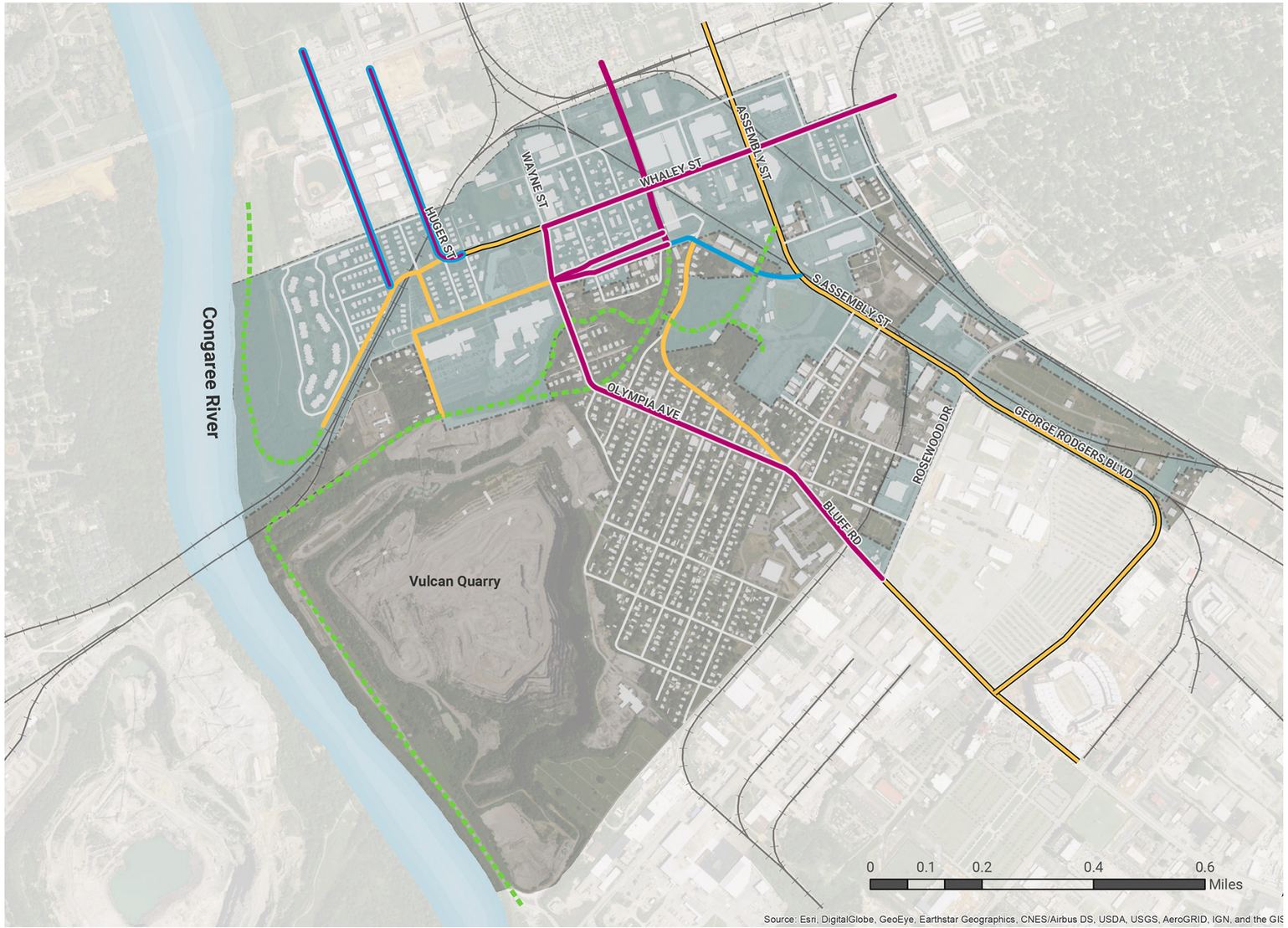

Figure 53: Bike and Pedestrian Network Map (By Type)

Facility Type

- *Separated Bike Lane or Side Path*
- *Bike Lane*
- *Buffered Bike Lane*
- *Greenway*
- *Multi-Use Path*
- *Separated Bike Lane*
- *Shared Lane*
- *Local Shared Roadway*

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Recommendations were developed based upon the analysis of existing conditions and the priority street network that is identified for the study area. An existing and proposed cross section graphic was created for each of the priority streets, along with concept graphics that illustrate intersection improvements and proposed facilities. ***Figure 54*** identifies the priority streets and the intersection improvements that are included within the recommendations below.

Based on existing right-of-way width, the proposed cross section graphics illustrate how available right-of-way can be transformed into multimodal streets. Each street is unique and there are some streets that require only a few low-cost improvements to provide a more accessible and safe environment for all users. Some proposed cross sections illustrate reduced width of travel lanes; however, the existing travel lanes are oversized for the desired speed. All proposed travel lane widths meet or exceed the minimum required for vehicle travel. The following recommendations illustrate each priority street along with applicable intersection concepts, a brief explanation of the recommended improvements, and alternative facility types that also may be appropriate. As bike and pedestrian infrastructure is implemented, specific care should be given to intersection treatments, including but not limited to striped crosswalks, pedestrian countdown signals, corner refuge islands, and striped bike crossings.



Figure 54: Intersection Concepts and Priority Street Network

Intersection Concepts and Priority Street Network

- A *Heyward Street & Olympia Avenue*
- B *Huger Street & Whaley Turn*
- C *Huger Street & Blossom Intersection*
- D *Whaley Street & Assembly Street Intersection*
- E *Assembly Street Concept*

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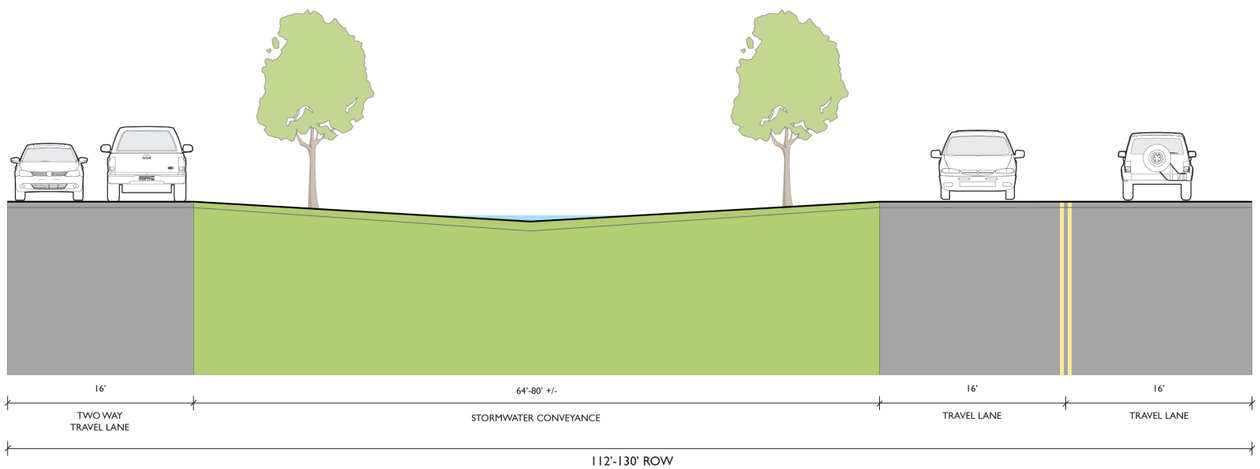

Figure 55: Heyward Street Existing Cross Section

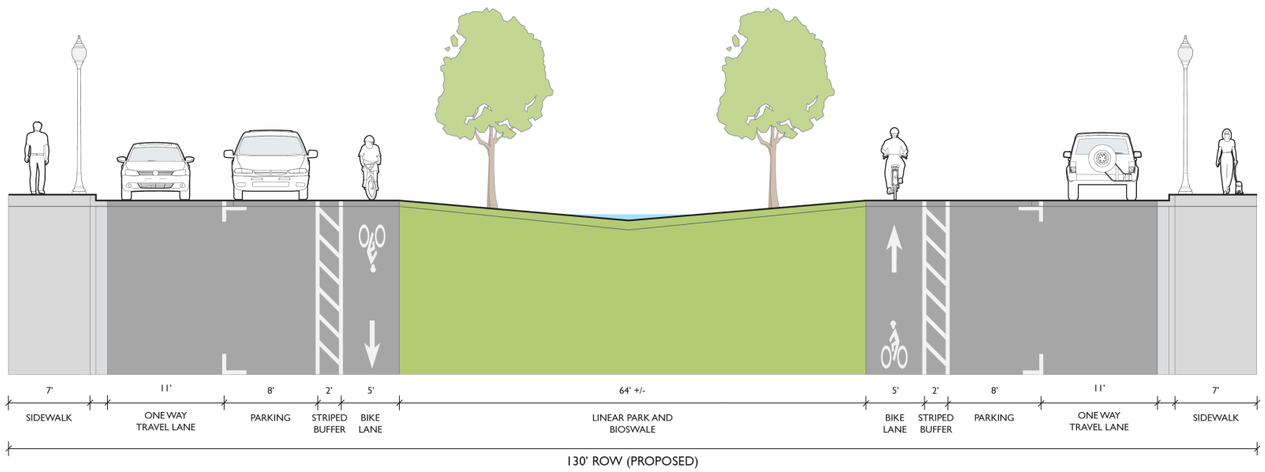

Figure 56: Heyward Street Proposed Cross Section

HEYWARD STREET

Existing conditions along Heyward Street east of Olympia Avenue (***Figure 55***) provide for two-way streets on either side of an open ditch that is used as a stormwater conveyance. The roadway width on the north side of the conveyance is approximately 16 feet, which is insufficient for two vehicles traveling in opposite directions. The south side of the conveyance area provides lanes that are approximately 16 feet in width and two-way travel. Additionally, the intersections of these streets with Olympia Avenue create a number of potential conflicts due to the intersections not aligning with Heyward Street to the west of Olympia Avenue.

The recommended cross section (***Figure 56***) is designed in conjunction with the recommendation to create a traditional aligned intersection for Heyward Street and Olympia Avenue. The recommended cross section illustrates Heyward Street as a pair of one-way streets with on-street parking, sidewalks, and left-side buffered bike lanes. Proposed on-street parking would accommodate vehicles that are currently using the median for parking purposes to access surrounding destinations. In addition to street improvements to accommodate bicycles and pedestrians, redesigning the existing stormwater conveyance to capture and purify stormwater runoff is proposed. This space could also be designed to include active and/or passive recreation space for residents and visitors within the Mill District.

Realigning the Heyward Street and Olympia Avenue intersection will reduce the number of conflict points created by turning vehicles. Additional study should be conducted to determine if this intersection warrants a signal. The existing streets that cut across the stormwater conveyance area are included in the recommended improvements to ensure that property owners along Heyward Street have the ability to travel in both directions on the newly created one-way streets.

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INFRASTRUCTURE RECOMMENDATIONS

Existing



Proposed



Figure 57: Heyward Street Road Diet

Improvements along Heyward Street continue to the east of the Olympia Street intersection. ***Figure 57*** shows a roundabout intersection concept at Heyward Street, Bluff Road, and Dreyfus Road. Roundabouts can be used to efficiently, and safely move vehicles, bikes, and pedestrians within a variety of contexts. This intersection specifically has been identified as a candidate for a roundabout due to the skewed nature of the intersecting streets. ***Figure 57*** illustrates a new access point to Assembly Street. Currently, access to Assembly Street does not exist, but this proposed connection may improve connectivity for the Mill District as a whole and should be explored as a long-term transportation alternative.

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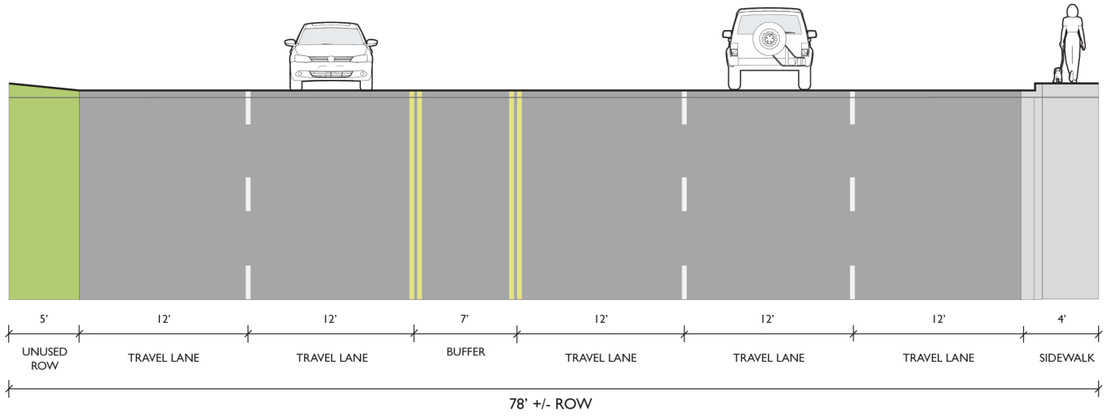

Figure 58: Huger Street Existing Cross Section

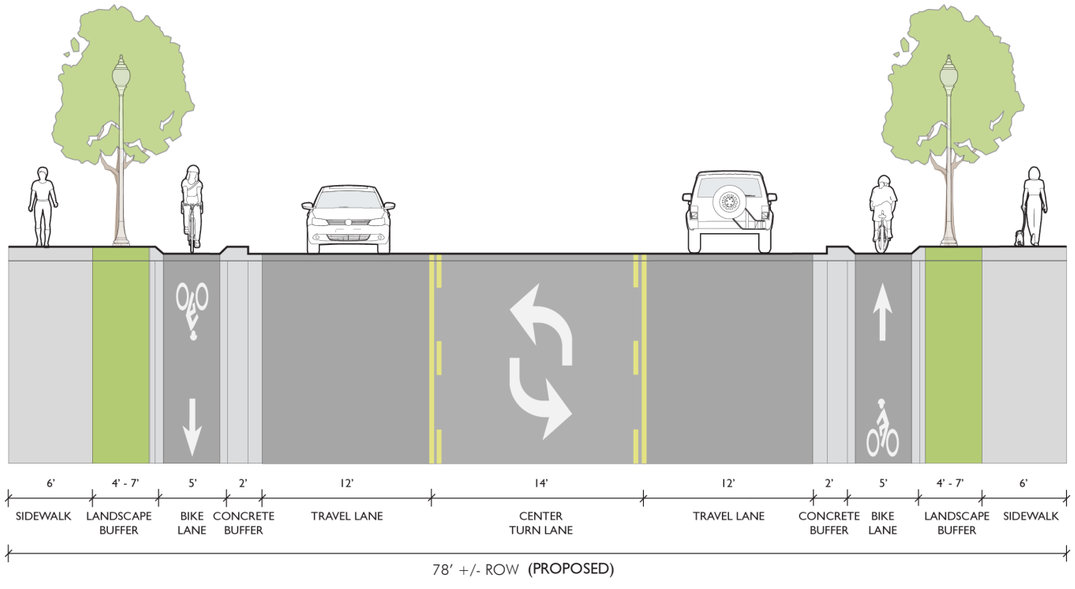

Figure 59: Huger Street Proposed Cross Section

HUGER STREET

Huger Street is a primary access corridor into the Mill District for residents and business owners; however, the increase in traffic from 2010 to 2015 indicates a growing number of vehicles using Huger Street, potentially as a cut-through to/from Blossom Street. Existing conditions along Huger Street (***Figure 58***) do not provide a multimodal gateway into the Mill District neighborhood. In order to provide new bike and pedestrian facilities within the existing right-of-way, a road diet is recommended for Huger Street south of the Blossom Street intersection. A road diet reduces the number of vehicular travel lanes on a street and then redistributes excess space for other infrastructure which can include new bicycle and pedestrian facilities. As part of the Huger Street road diet, recommended facilities include sidewalks on both sides of the street to provide adequate space for walking, a landscape buffer to increase separation from travel lanes, and separated bike lanes to enhance the safety and comfort for cyclists. The cross section in ***Figure 59*** is a concept that provides dedicated and separated space for those who walk, ride a bike, or drive a vehicle. These new bike facilities focus on the safety of the users and would provide a key link to the existing bike lanes along Blossom Street that cross the Congaree River.

Transforming Huger Street from a five-lane cross section to a three-lane cross section begins at the intersection of Blossom Street. There are currently two through lanes and a single left-turn lane on the north side of Blossom Street. These conditions encourage additional traffic into the Mill District rather than channeling traffic toward Blossom Street, which is a principal arterial within Columbia. A conceptual design has been developed to illustrate the Huger Street and Blossom Street intersection with the road diet to the south side of Blossom Street and a change to double left-turn lanes on the north side of Blossom Street (***Figure 60***).

This design concept will be vetted through the recommended comprehensive traffic study. The capacity of each roadway and intersection and the impact of this proposed improvement to the broader area needs to be studied.

*Note: Where the proposed right-of-way is smaller than the existing right-of-way, the landscaped buffer should be increased accordingly to ensure that the entire right-of-way is utilized.

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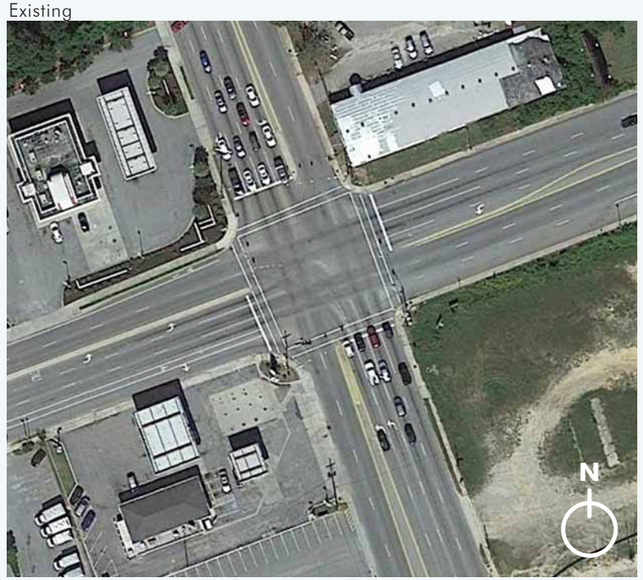
Additional features included in the intersection concept are corner refuge islands that reduce modal conflicts between bike and right-turning vehicles on the southwest corner of the intersection and new landscaping that will add to the visual appeal of the Mill District gateway corridor and may reduce the speed of vehicles. The intersection concept (***Figure 60***) illustrates the reduction of travel lanes to the south of Blossom Street and will require further study to determine the exact configuration; however, reducing the number of travel lanes and implementing enhanced bike and pedestrian facilities align with the goals of the Mill District to become a destination and will be inviting to people walking, biking, or driving.

As Huger Street enters the Mill District, the existing at-grade railroad crossing presents a challenge for access to the neighborhoods. Continuing the proposed road diet cross section through into the Mill District does not eliminate the at-grade crossing; however, it does provide a key network connection from Blossom Street and emphasizes the bikeable and walkable nature of the Mill District. The concept illustrated in ***Figure 61*** was developed to show improvements that can benefit the Capital City Mill District while retaining the at-grade crossing at Huger Street, which would both stand alone and align with most of the proposed rail consolidation alternatives discussed in the earlier section. The concept shows the curve from Huger Street into the study area on Whaley Street. It is recommended to close the access streets off Whaley Street and Huger Street that are located on the south and west side of the curve to improve safety for all modes and reduce conflicts created by entering and exiting vehicles. To ensure adequate property access and to improve connectivity, Tryon Street would be accessed from Catawba Steet and Heyward Street would be accessed from Church Street.

Existing



Proposed

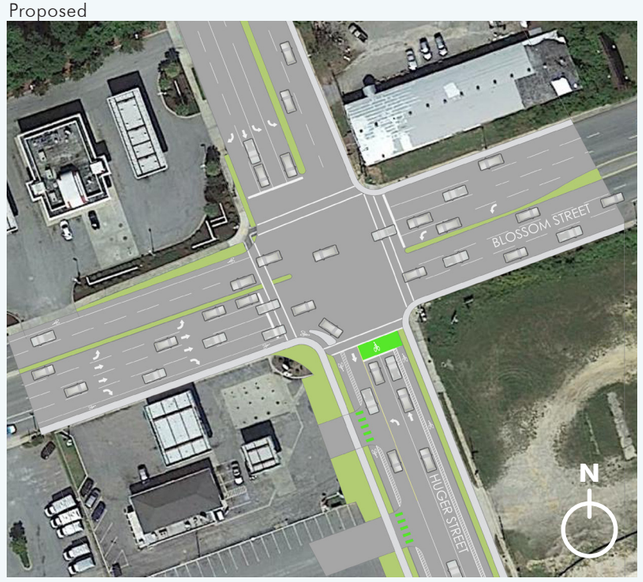
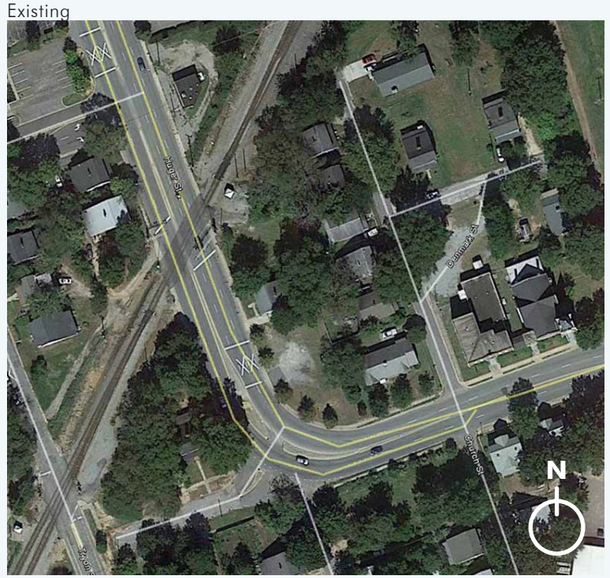


Figure 60: Huger Street / Blossom Street Intersection and Road Diet

Existing



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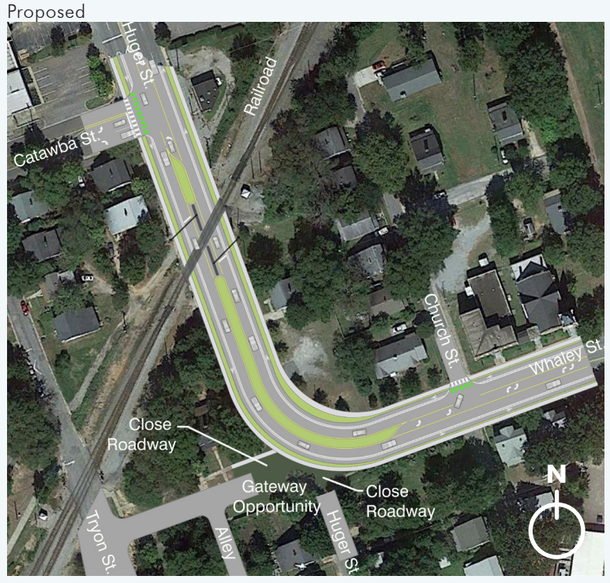

Figure 61: Huger Street Road Diet

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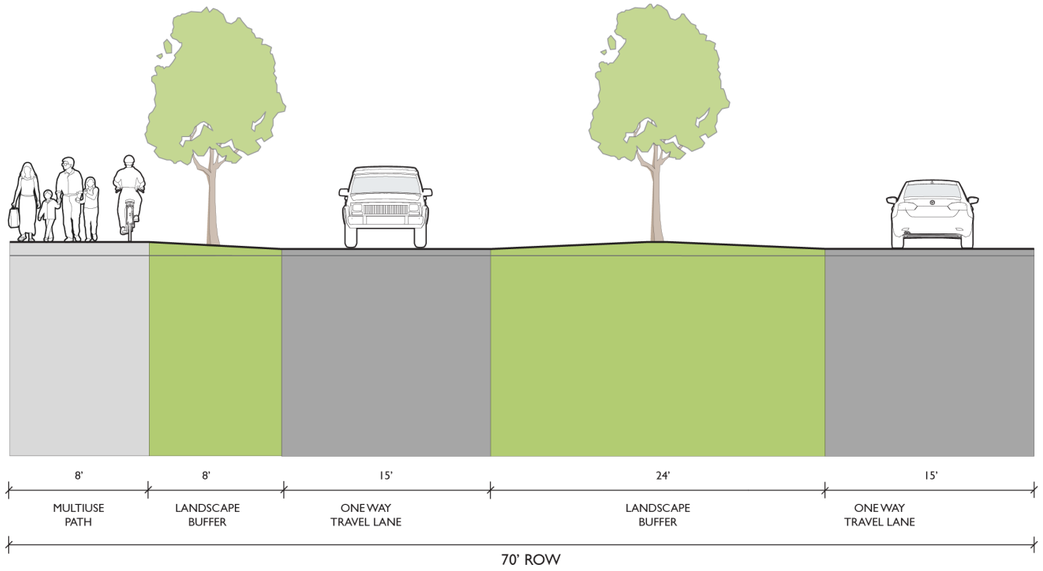

Figure 62: Lincoln Street Existing Cross Section

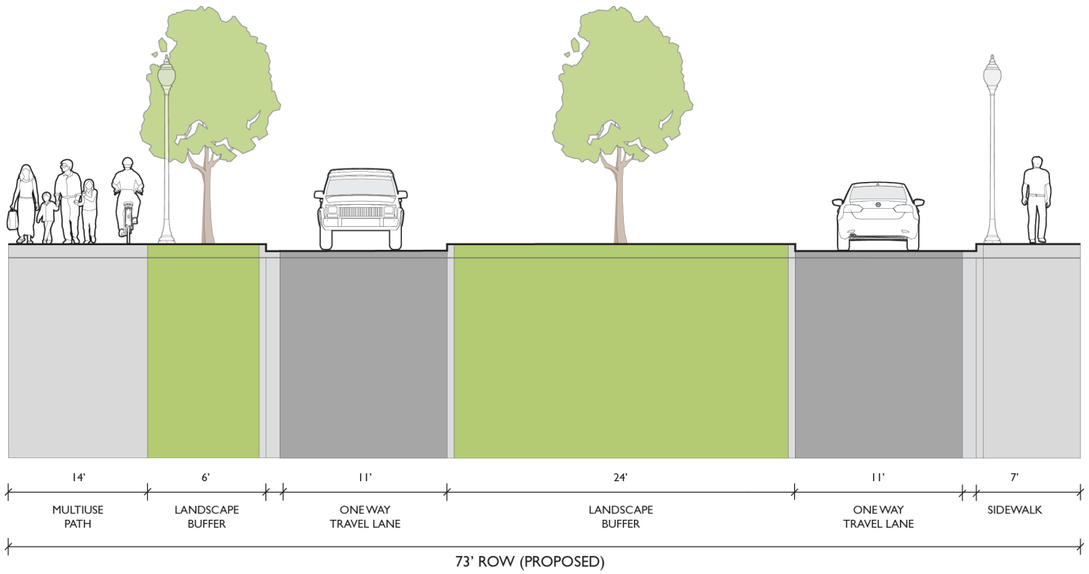

Figure 63: Lincoln Street Proposed Cross Section

LINCOLN STREET

Existing conditions along Lincoln Street provide for a comfortable pedestrian environment due to the multi-use path along the west side of the street (***Figure 62***). Lincoln Street is a key connection into the Mill District from the Greek Village for the University of South Carolina (USC). With the redevelopment of the mills as apartments inside the District, the connection between the Greek Village and the mills along Heyward Street and Lincoln Avenue could experience more student bike and pedestrian activity, if appropriate facilities are implemented. Recommended improvements depicted in ***Figure 63*** show the use of curb and gutter to more clearly define the street and assist in stormwater management and erosion control. Additionally, widening the existing multi-use path will provide more space for bicyclists and pedestrians to share this designated space. Lastly, a sidewalk is proposed along the east side of Lincoln Street to increase walkable access to the residences along the street.

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INFRASTRUCTURE RECOMMENDATIONS

OLYMPIA AVENUE

While there are several priority streets within the Mill District, Olympia Avenue is not only a key corridor but is also part of the identity of the Mill District. Although there are wide striped shoulders on Olympia Avenue, the street is not currently welcoming to bicyclists and pedestrians (***Figure 64***). The large landscaped median serves an important purpose by narrowing the visual perception of the road and, therefore, potentially reducing speeds. Recommendations for Olympia Avenue create a street that moves people safely and efficiently as seen in ***Figures 65 & 66***. Buffered bike lanes and sidewalks are recommended and will serve the residents and businesses along the street as well as those that are in close proximity. Bike and pedestrian facilities proposed are illustrated to align with NACTO, City and County standards. The landscaped median could be repurposed to serve the community as part of a larger stormwater management system. Improvements to the median should be focused on retaining the aesthetic appeal while providing additional water quality functions.

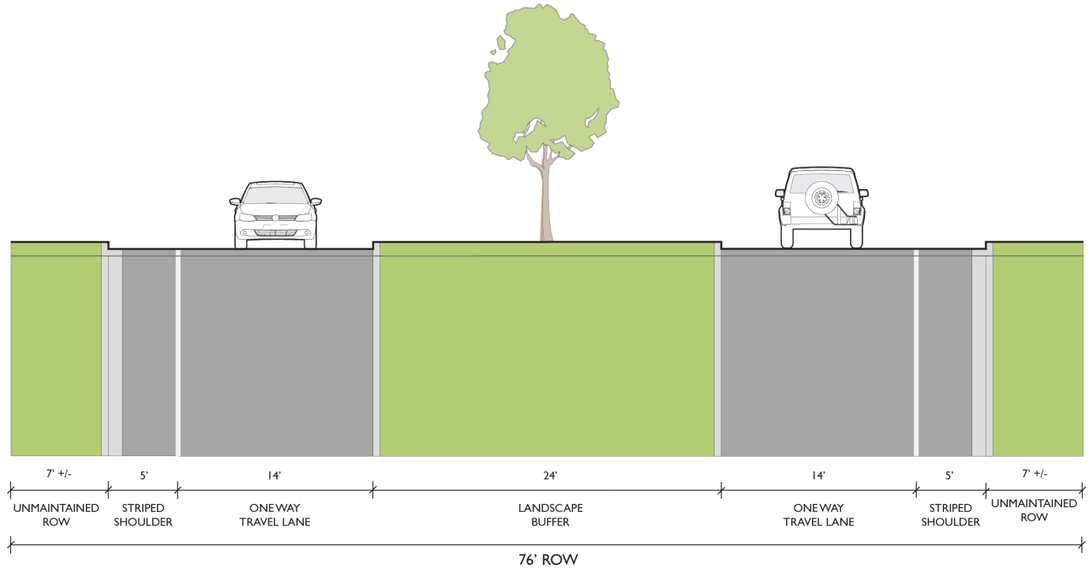

Figure 64: Olympia Avenue Existing Cross Section

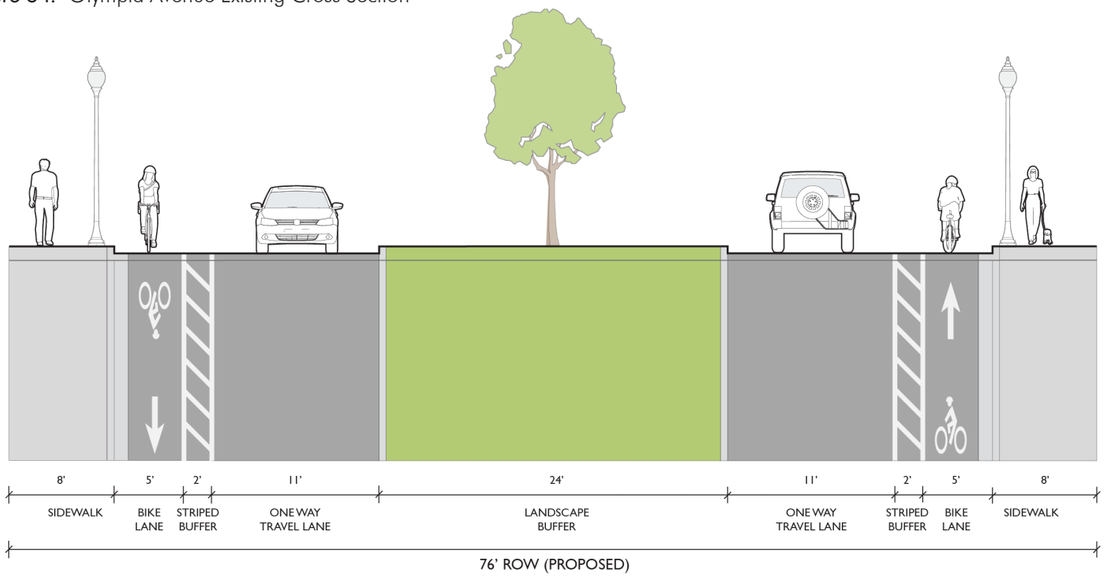

Figure 65: Olympia Avenue Proposed Cross Section

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Existing



Proposed

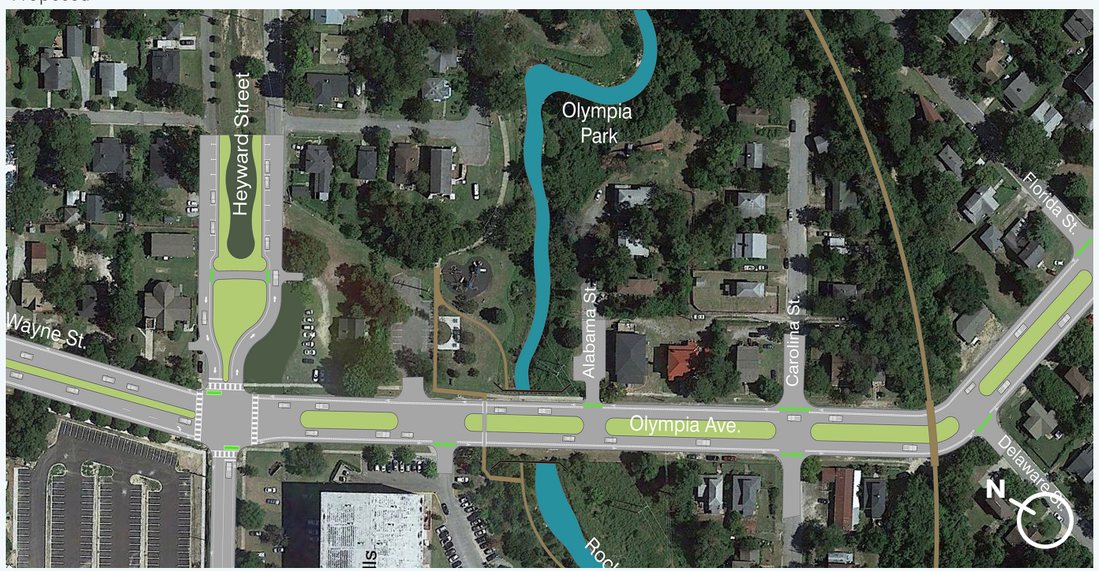

Figure 66: Olympia Avenue Road Diet

Figure 66 to the left shows the proposed connection between Heyward Street and Olympia Avenue. Pedestrian pathways / greenways / rail lines are shown in brown.

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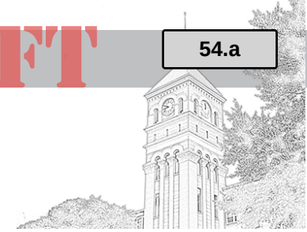

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WHALEY STREET

A cross section similar to the one recommended for Huger Street is recommended for the section of Whaley Street that is west of the Olympia intersection. Sidewalks are currently located along both sides of Whaley Street, as shown in the existing cross section in ***Figure 67***. Additionally, the travel lanes along Whaley Street are approximately 18 feet wide. A multi-modal cross section can be achieved through implementing bike facilities along this street. Buffered bike lanes are recommended (***Figure 68***) for Whaley Street, which would have a relatively low implementation cost and could be done in the near-term. Whaley Street was identified as a priority in the complete streets analysis due in part to its slow posted speed limits and existing sidewalks. The existing width of the roadway provides sufficient space to dedicate exclusive space for bikes along with a buffer to increase comfort for bicyclists as the more vulnerable users.

*Note: The proposed cross section of Whaley Street between Huger Street and Olympia Avenue is categorized as a separated facility. A separated facility is also proposed from Huger Street east to Wayne Street.

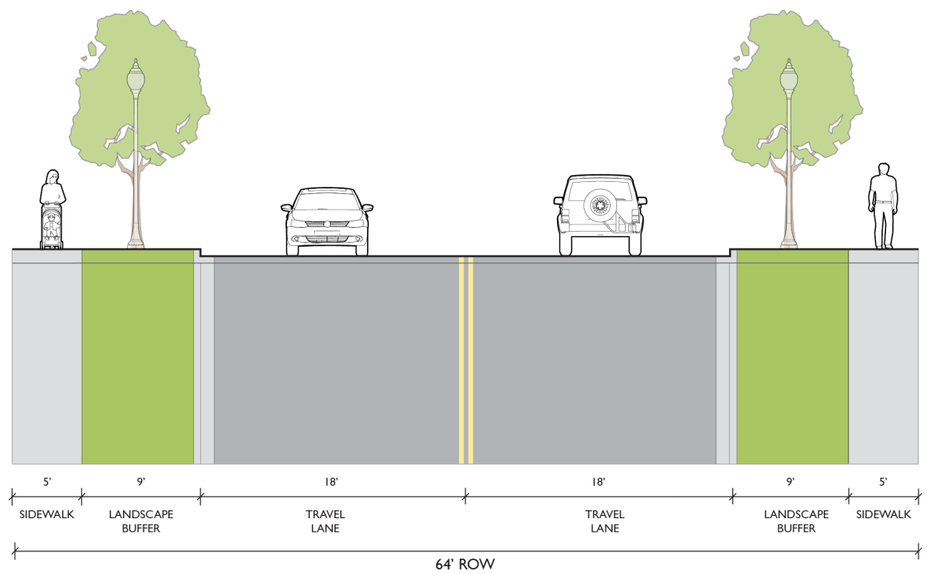

Figure 67: Whaley Street Existing Cross Section

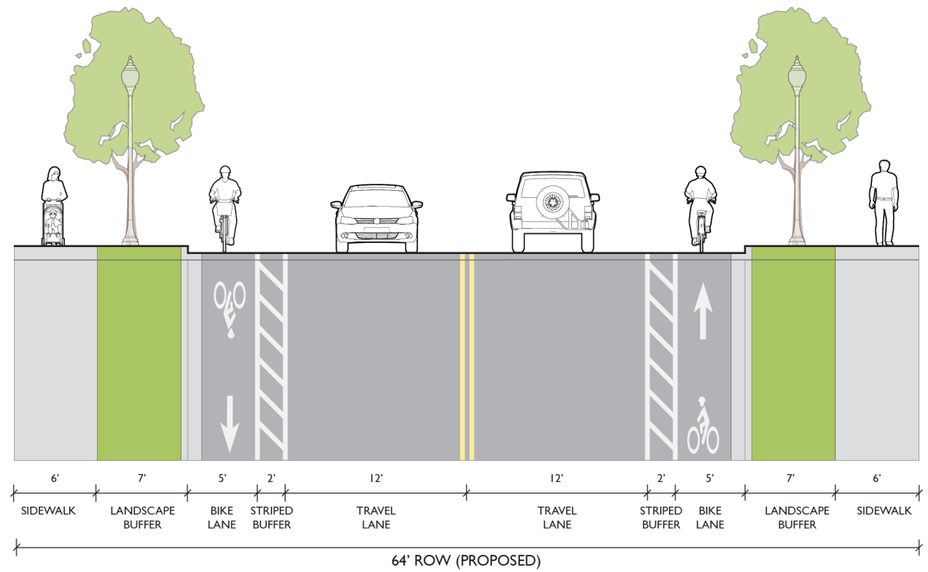

Figure 68: Whaley Street Proposed Cross Section

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Figure 69: Whaley Street / Assembly Street Intersection and Road Diet

ASSEMBLY STREET

New bike facilities along Whaley Street will increase the safety for cycling while also providing a direct link between Olympia Avenue and Assembly Street. ***Figure 69*** shows an intersection concept at Whaley Street and Assembly Street. This concept illustrates the recommendations for the new buffered bike lane along Whaley Street and continues these improvements through the intersection to the east of Assembly Street. Currently, the width of the opening for Whaley Street under the railroad bridge would not allow for these improvements, but accommodating all modes of transportation should be considered if/when the railroad bridge is removed or replaced. Enhanced bike and pedestrian facilities are also shown along Assembly Street and will be discussed in further detail in the following section.

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ASSEMBLY STREET

Major streets such as Assembly Street have the capacity to carry high traffic volumes and connect travelers into the heart of downtown Columbia. Assembly Street also provides connections to USC, sports venues, and the SC State Fairgrounds. This corridor is a major artery within the City and County but it does not safely accommodate bicyclists and pedestrians. There are barriers to travel such as an at-grade railroad crossing north of the Whaley Street intersection and also north of the Dreyfus Road intersection. Parallel railroad alignment for a portion of Assembly Street between Dreyfus Road and Rosewood Drive is another challenge and limits the potential for new development along the corridor. In spite of these challenges, there is an opportunity to implement bike and pedestrian infrastructure that would help to alleviate traffic congestion during major events and provide a healthy transportation alternative for those traveling between the Mill District and downtown Columbia along Assembly Street.

The existing cross section for Assembly Street (***Figure 70***) was presented during the public open house meetings in order to discuss multimodal possibilities for the corridor. Public input confirmed that implementing bike and pedestrian facilities along Assembly Street would be an important step in creating a connected, active transportation and recreation network. Based upon input from participants at the public meetings, two types of bike and pedestrian facilities were preferred; both options include facilities that are physically separated from travel lanes. In addition to bike and pedestrian infrastructure, the recommended cross sections show a five-lane cross section for Assembly Street.

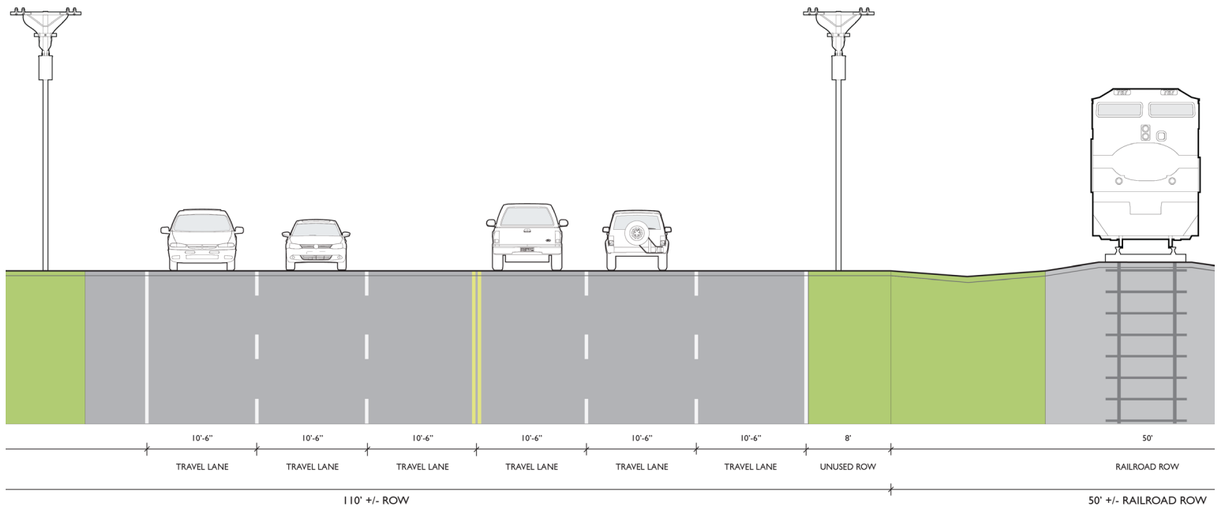

Figure 70: Assembly Street (Existing)

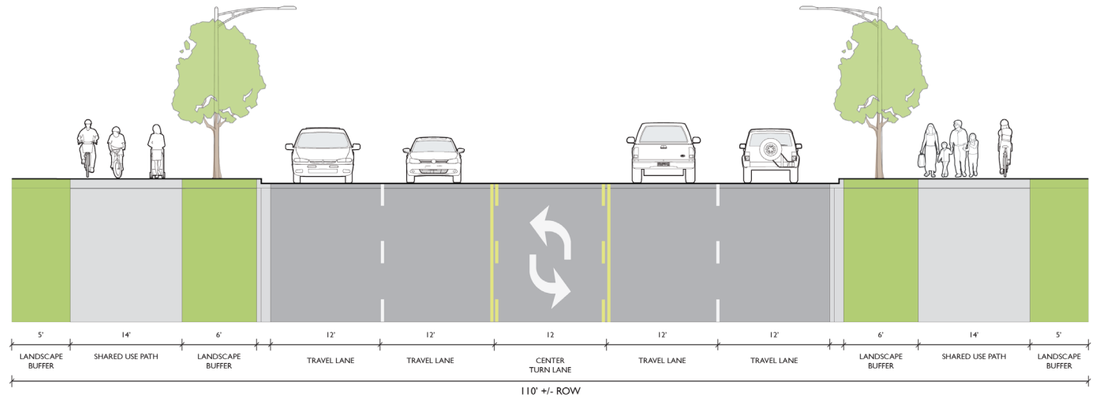

Figure 71: Assembly Street Option A

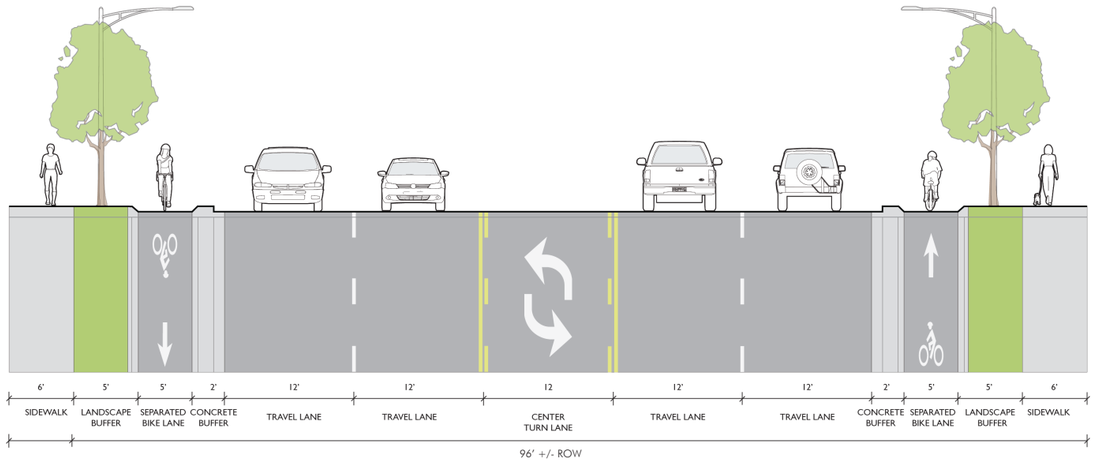

Figure 72: Assembly Street Option B

*Note: Where the proposed right-of-way is smaller than the existing right-of-way, additional right of way should be allocated to pedestrian, bike, and streetscape improvements to ensure that the entire right-of-way is utilized.

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This recommendation is based upon a five-lane cross section's ability to handle current traffic volumes and future volumes projected using the historical growth rate since 2010. Although Assembly Street is over capacity during major events such as home football games for USC or the State Fair, the street has capacity for daily traffic and has the right-of-way width to accommodate all modes of transportation. Rather than designing Assembly Street for high-demand days that only happen several times a year, it is recommended that Assembly Street be designed as a street that meets the community's needs 350+ days of the year. While outside of the scope of this study, it is further recommended that SCDOT explore the possibility of reversible lanes along Assembly Street for those rare but important high-demand days.

Figure 71 presents the preferred cross section with multi-use paths on each side of Assembly Street. A multi-use path accommodates both bicyclists and pedestrians in a facility that is separated from travel lanes by a minimum of a 6-foot landscaped buffer. ***Figure 72*** illustrates bike and pedestrian facilities independent of each other through separated bike lanes and traditional sidewalks. A key improvement in each of the recommended cross sections is the addition of a center turn lane along Assembly Street to allow left-turning vehicles to move into a designated lane for turning movements. This will reduce the potential for congestion and crashes along the corridor. Recommendations for Assembly Street benefit the bike and pedestrian network of the Mill District, as well as the surrounding City and County neighborhoods and commercial districts. Prior to improvements, a comprehensive traffic study should be conducted to identify current issues and provide more detail for analysis of recommendations.

Multi-use paths for bike and pedestrian facilities are included in ***Figure 73*** along with a concept that illustrates development along Assembly Street if the railroad corridors are consolidated. Transforming Assembly Street into a multi-modal corridor, along with providing a center turn lane are key improvements that will benefit future development along the corridor. These concepts illustrate the recommendations for the Mill District Area Plan and have been developed to improve the multi-modal network in and around the District. The future of the railroad alignments and any improvements to Assembly Street will directly impact the Mill District. Any improvements should consider infrastructure changes that enhance the bike and pedestrian environment and increase connectivity along with safety for all users.

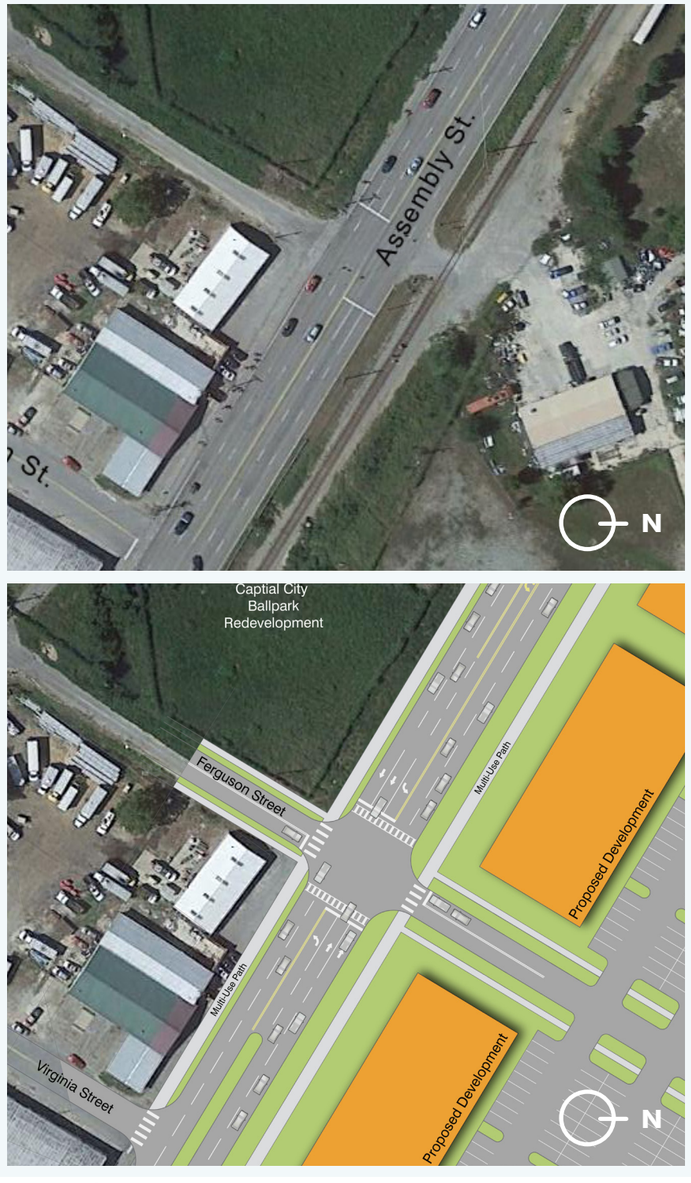

Figure 73: Assembly Street Concepts (Existing and Proposed)

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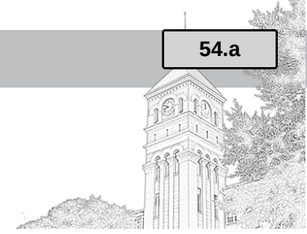

BIG IDEA 4:

IMPROVE ENVIRONMENTAL STEWARDSHIP

The Mill District is surrounded by and home to some of the region's most unique natural resources. From the Rocky Branch Watershed, the Congaree River, numerous mature trees, the quarry, and open space and parks, the Mill District has many assets worthy of protection and improvements in order to sustain and enhance the quality of life. The Mill District's proximity to downtown and USC make the area a desirable place to invest and develop; therefore, environmental stewardship is an important and necessary Big Idea for many implementation strategies. The Big Idea 4 recommendations address greenways, open space and parks, and improving the water quality and stormwater management through green infrastructure, low impact development, rainwater harvesting, stream restoration and infrastructure improvements. These recommendations strive to balance the health of the natural environment with development while providing a place where people want to live, work and play due to the beauty and access to nature.

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IMPROVE ENVIRONMENTAL STEWARDSHIP

GREENWAYS, OPEN SPACE, AND RECREATION

A greenspace and mobility analysis was completed at the beginning of the project. This mapping shown in ***Figure 74*** took inventory of all of the park and open space throughout the project area. The team looked at existing and planned greenway projects as well as existing sidewalks. We created ¼ mile walking circles (ped sheds) from all of the existing parks within the Mill District. This study showed a lack of park and open space to the south and southwest of the project area. The mapping also showed potential greenway and multi-use path connections that should be addressed as part of the bike and pedestrian network.

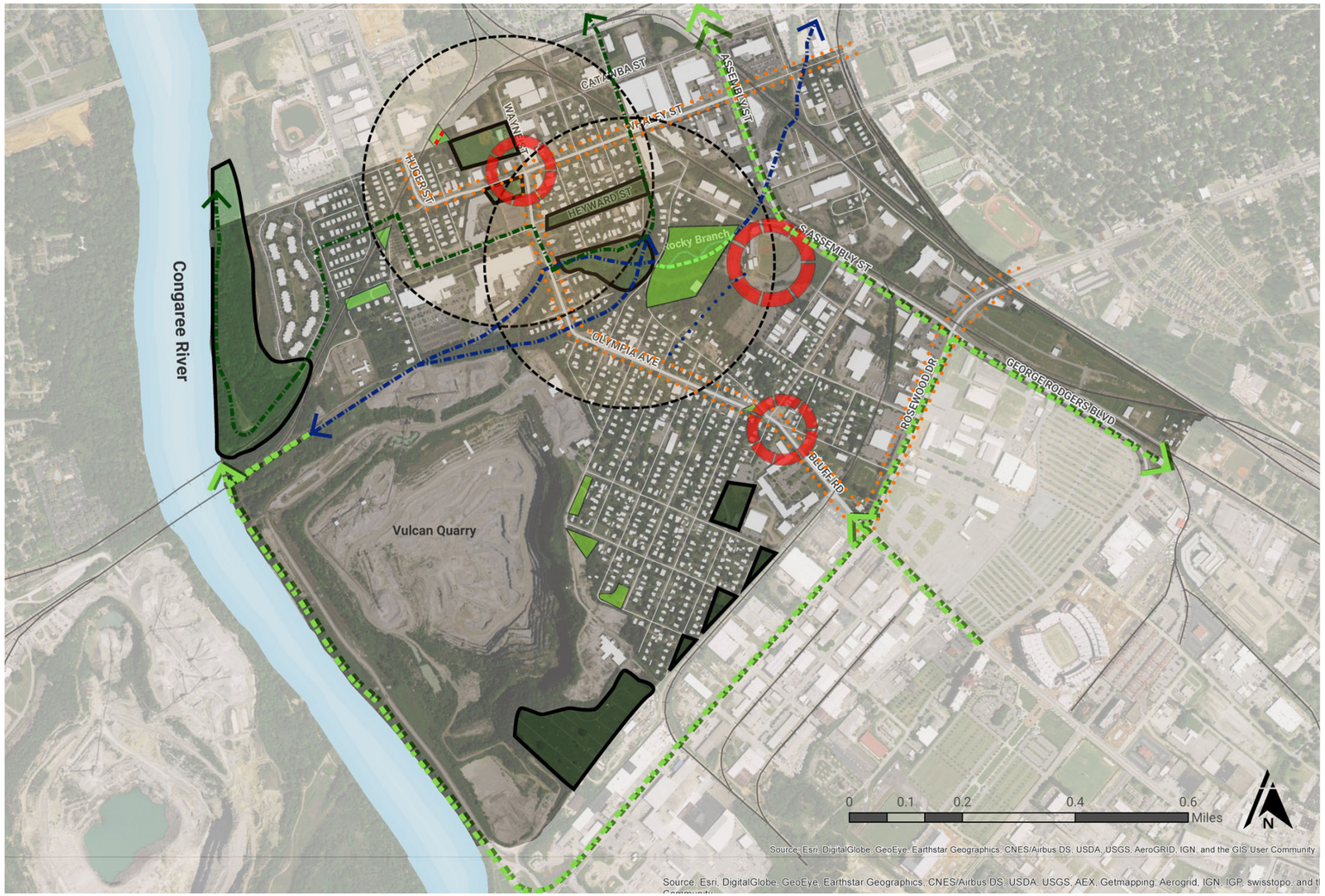

Figure 74: Greenspace/Pedestrian Mobility Map

Major Pedestrian Path
Possible Pedestrian Links
Future Multi-Use Path
Mill Village Riverlink
Existing Parks
Greenspace
Greenspace Opportunities
Neighborhood Nodes
Potential Greenway/Multi-Use Path Connection

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GREENWAYS, OPEN SPACE, AND RECREATION

OPEN SPACES

As a part of the proposed area plan improvements the team looked at existing vacant properties illustrated in ***Figure 75*** throughout the Olympia neighborhood where parks and open space were lacking. This design board was used to gather feedback from the community about which types of activities they would like to see in these vacant spaces. Vulcan Materials owns and maintains the majority of these vacant parcels. Quarry management is not opposed to the development of these parcels as passive and active open space, but such development will require a thorough review and approval process. Although the quarry did not commit to these proposed improvements, the Mill District organization should explore a partnership with Vulcan Materials to utilize the proposed privately held lots as additional green space where appropriate. The public was encouraged that these spaces, well maintained by the quarry, could develop into recreational spaces.

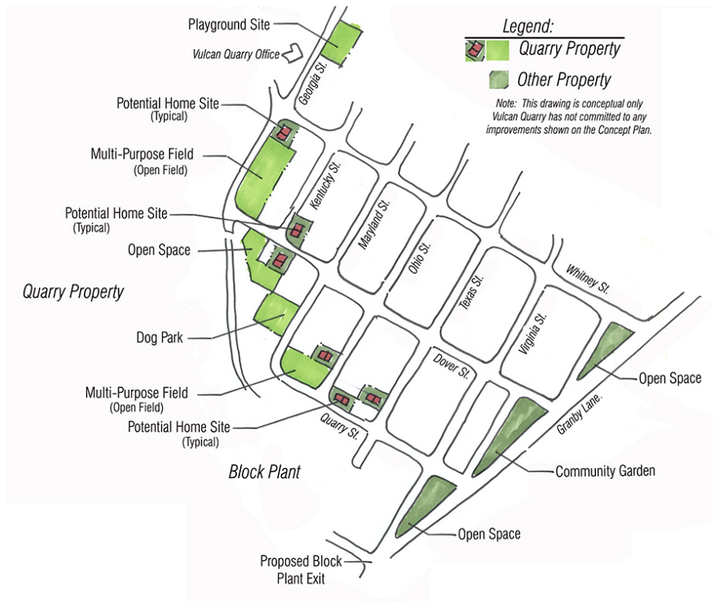

Figure 75: Open Space Opportunities Diagram



Figure 76: Examples of proposed open space opportunities

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IMPROVE ENVIRONMENTAL STEWARDSHIP

GREENWAYS, OPEN SPACE, AND RECREATION

PROPOSED GREENWAY

The study area has existing greenway components however, the analysis showed there was a lack of connectivity. Our project team studied the recently finished Rocky Branch Greenway Master Plan (Hutchinson, Olsen, Petty, & Witherspoon, 2013), the current planning work as part of the proposed Capital City Ballpark redevelopment site, and proposed Richland County Penny Projects (Transportation Penny Project, 2012). These studies were instrumental in developing the proposed greenway which will eventually connect Five Points (USC) and the Congaree River (Richland Co. Penny Program). The proposed greenway path shown in ***Figure 77*** starts along Assembly Street and connects through the Olympia Park, quarry property, and along the river to the Jordan Memorial Boat Ramp. The project has been broken into three segments.

The linking of the Rocky Branch Greenway to the existing Three Rivers Greenway system will enable the Mill District neighborhoods to connect to 9 ½ miles of existing riverfront pathways. The original connection (Mill Village Riverlink) was completed in early 2004. This greenway utilized existing roadways for the majority of the path; however, new development and lack of maintenance have removed most of the signage and street markings that directed travelers. The proposed Rocky Branch Greenway will be a safer and more beautiful experience. The Three Rivers Greenway is a growing, linear park that is located in Columbia, West Columbia and Cayce. This proposed connection will link to Granby Park, the first section of the Three Rivers Greenway completed in 1998. Currently, the City of Columbia has master planned this connection all the way to the Columbia Canal and Riverside Park. This vision builds on the Three Rivers Greenway planned linkages to Columbia Canal and Riverside Park by continuing the greenway south to the boat landing and future USC intramural facility.

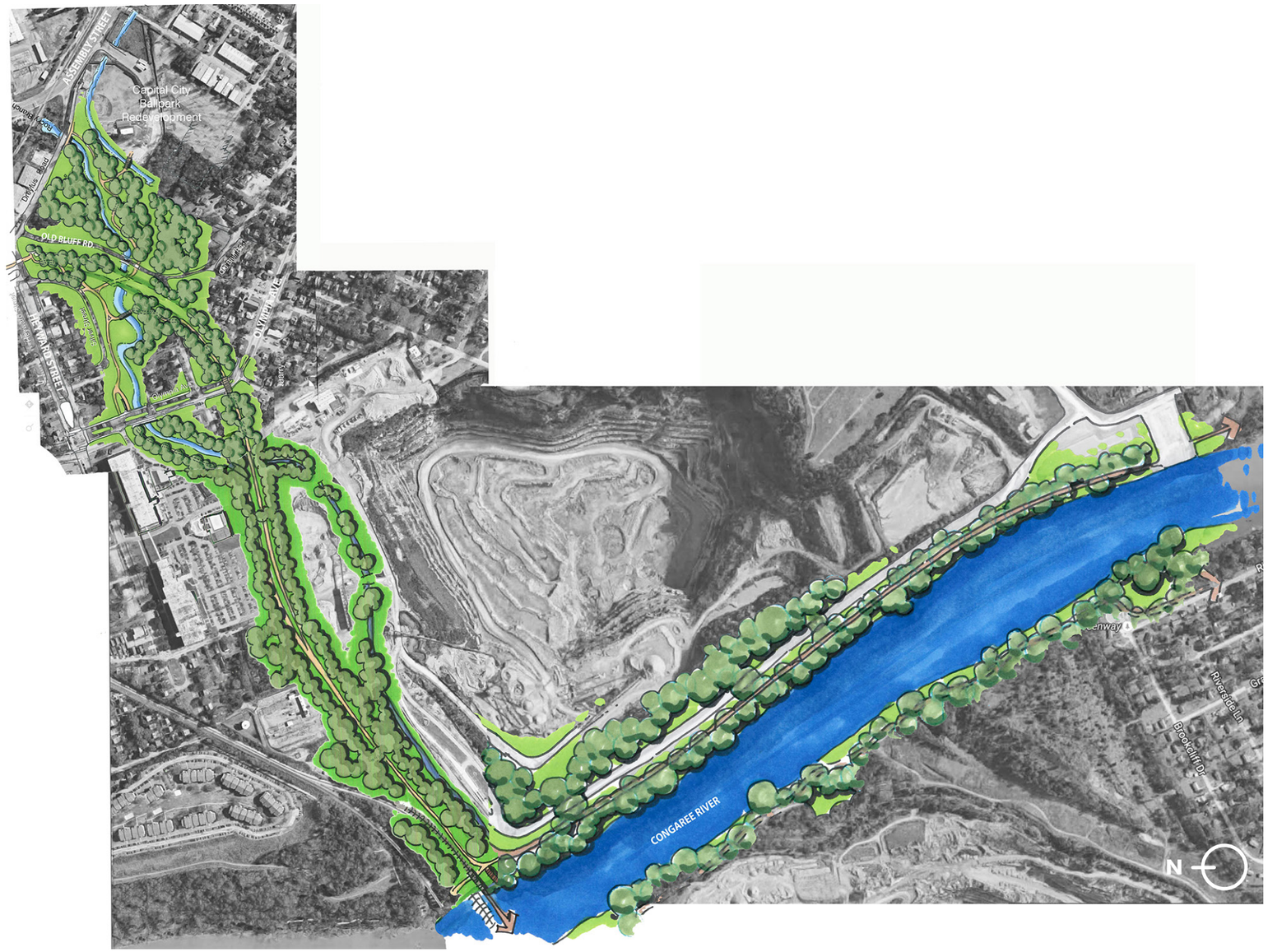

Figure 77: Proposed greenway path at Rocky Branch

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GREENWAYS, OPEN SPACE, AND RECREATION



Figure 78: Rocky Branch - Assembly Street to Olympia Avenue



Figure 79: Rocky Branch - Olympia Avenue to Congaree River

The proposed greenway path shown in ***Figure 78*** starts along Assembly Street and follows the Rocky Branch to the Congaree River as it travels through the Mill District. Along this course, it will pass through City-owned property located between Bluff and Dreyfus Road, before encountering an abandoned railroad berm that is privately held and previously connected to the old CSX railroad bridge which was demolished in the early 1980s. In order to provide a connection along the Rocky Branch and between the City property and Olympia Park, a pedestrian connection, which has been discussed by various stakeholders, is shown through the berm, connecting the greenway to Olympia Park and a continuation of the trail system. This access will increase connectivity between the existing neighborhoods and between the neighborhoods and downtown Columbia.

The greenway will continue through Olympia Park to Olympia Avenue. There are two proposed connections across and under Olympia Avenue ***Figure 79***. The current redevelopment plan for the Capital City Ballpark site calls for improvements throughout the Rocky Branch Greenway system, one of which is a new bottomless culvert at Rocky Branch and Olympia Avenue. This culvert will have an 8' wide pedestrian path on the east side of the road under Olympia Avenue. Additionally, we recommend an additional path for bicycles to cross Olympia Avenue above grade because the path under the culvert will not have sufficient head room for cyclists. The greenway will continue to follow Rocky Branch on the north side along an existing City of Columbia sewer easement until it reaches the old railroad right-of-way. At this location, the Branch enters the quarry property and is located within active quarry operations. The greenway will need to follow the old railroad right-of-way and tie to the existing end of Granby Park, which is a component of the Three Rivers Greenway. Some parts of the greenway that follow the old railroad right-of-way will need to be on quarry property. Meetings with Vulcan Materials were positive about continued conversations regarding access onto their property. Easements and the relocation of some existing fencing will be required and final alignments will need to be determined.

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GREENWAYS, OPEN SPACE, AND RECREATION

The proposed greenway will continue south along the Congaree River as shown in ***Figure 80*** and tie to the existing Jordan Memorial Boat ramp. This will allow for future connections to the Old State Farmers' Market property and the USC property recently purchased for golf and intramural fields. This ultimately will allow the main campus of USC to tie to the new intramural field property and Williams Brice Football stadium through a bike and pedestrian friendly path.

To the north of the railroad right-of-way, the greenway would continue under two active railroad bridges and tie to the existing Granby Park trail system. We recommend that the City and County continue to work with the property owners to connect the north end of Granby Park to Blossom Street in order to maximize connectively to other parts of town such as the USC baseball stadium and the student housing throughout this area.



Figure 80: Rocky Branch - Along Congaree River

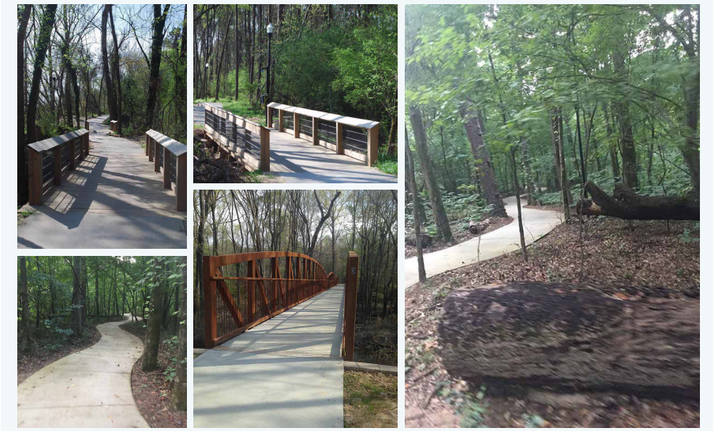

Figure 81: Examples of greenways

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IMPROVE ENVIRONMENTAL STEWARDSHIP

WATER QUALITY

Water quality and flooding issues are important to the Mill District since it is in the lower part of the Rocky Branch Watershed. Since the Mill District is the recipient of the stormwater runoff from all the subwatersheds which lie upstream, addressing these concerns are critical to making the area livable. Relieving existing choke points will help avoid the resulting property damage from flooding, while improving water quality will be of benefit to all biological inhabitants.

The project team has reviewed the existing conditions of the Mill District, as well as the Rocky Branch Watershed Assessment of May 20, 2016 prepared by McCormick Taylor. The team listened to the stormwater and flooding concerns voiced by PAC members and the stakeholders at public meetings during the master planning process. The recommendations set forth by the Assessment are prioritized below, and other possible solutions are also provided.

Many of soils in the Mill District are excellent for infiltration of stormwater to improve drainage and flooding in the project area. However, implementing low impact development and green infrastructure opportunities alone in this area cannot solve the overall flooding issues in the Rocky Branch Watershed.

The Assessment indicated that relieving the existing choke points along Rocky Branch will help with flood volumes, while stream restoration and the infiltration that can be built within the Mill District will improve water quality.

As the Assessment pointed out, there are many upstream opportunities in the Martin Luther King Jr., Devine/Blossom and Rosewood sub-watersheds to help alleviate the current flooding conditions. Once the runoff is conveyed to and concentrated in Five Points, it is more difficult to handle those volumes with additional green infrastructure.

Building infiltration into the residential neighborhoods of Melrose Heights, Old Shandon, Shandon and Hollywood-Rose Hill (where the soils are sandy at the top of the watershed–see B soils on ***Figure 82***) is key to reducing the volume of water discharging to the creek, and therefore helping to slowly solve this issue. It will take many years, but just as impervious area increased incrementally, the situation must be addressed in the same fashion.

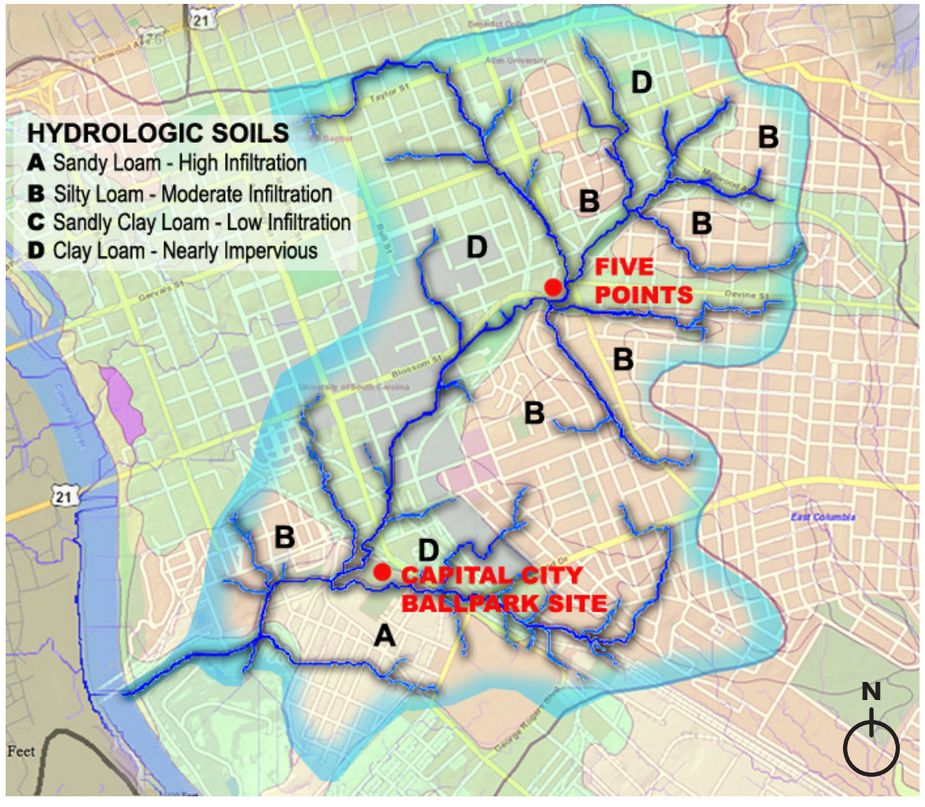
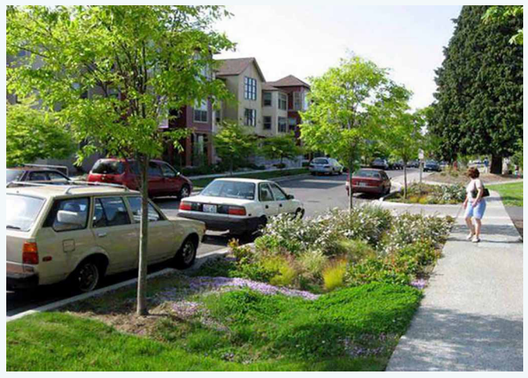


Figure 82: Rocky Branch Watershed Soils Map





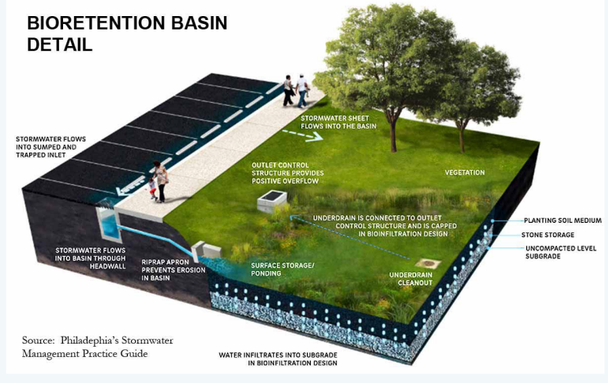




Figure 83: Bioswale Diagram and Examples

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WATER QUALITY

GREEN INFRASTRUCTURE

It is important to begin green infrastructure efforts where the hydrologic soils are most favorable and thus cost effective. All areas with Soil Groups A & B should be targeted for most impact. As seen in ***Figure 82*** on the previous page, these soil groups are prevalent in Olympia, Whaley and Granby neighborhoods. The low number of existing underground utilities and drainage system in Olympia makes it one of the easiest areas to implement. The sandy soil and gentle topography here also lends itself well to rain gardens and infiltration systems. The beauty of small infiltration systems is that they can be built in phases as funds allow. Instead of large piped systems which depend on larger and larger pipes as they go downstream, these basins and filters act independently. Each bioswale built would keep more runoff out of the pipe system. Green infrastructure is excellent for a municipality since it can be done incrementally as funding permits.

The first step is that soils need to be tested to make sure that infiltration is a viable solution. No one street stands out as more necessary than any other, though the flatter the street, the easier it is to complete the transformation. Steeper streets make runoff more difficult to pond and gather for infiltration. Providing a dedicated funding source through the budget process for these projects could eventually keep most of the stormwater generated during typical summer storms from downstream impacts.

Bioswales and rain gardens can be added to many of the existing boulevards in the Mill District. Both Olympia Avenue and Heyward Street have large islands that could be utilized for stormwater infiltration (***Figures 84 & 85***). These can double as recreational greenspace for the neighborhood to enjoy within wide rights-of-way such as on Heyward. Plantings and trees within these areas not only serve to provide filtration and transpiration of water, they also provide shading, cooling and improved aesthetics to the streetscape. In the future, Catawba and Whaley Streets potentially could be changed to boulevards in order to allow the islands to serve as green infrastructure to improve stormwater management.

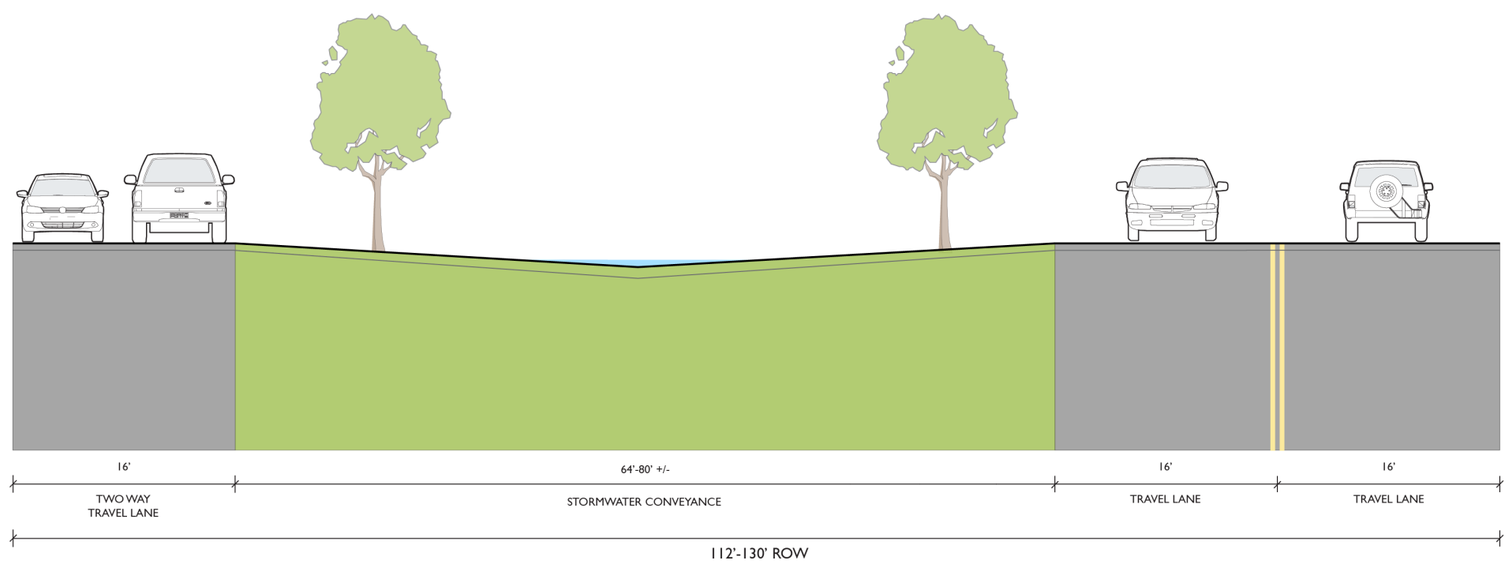

Figure 84: Heyward Street Existing Cross Section

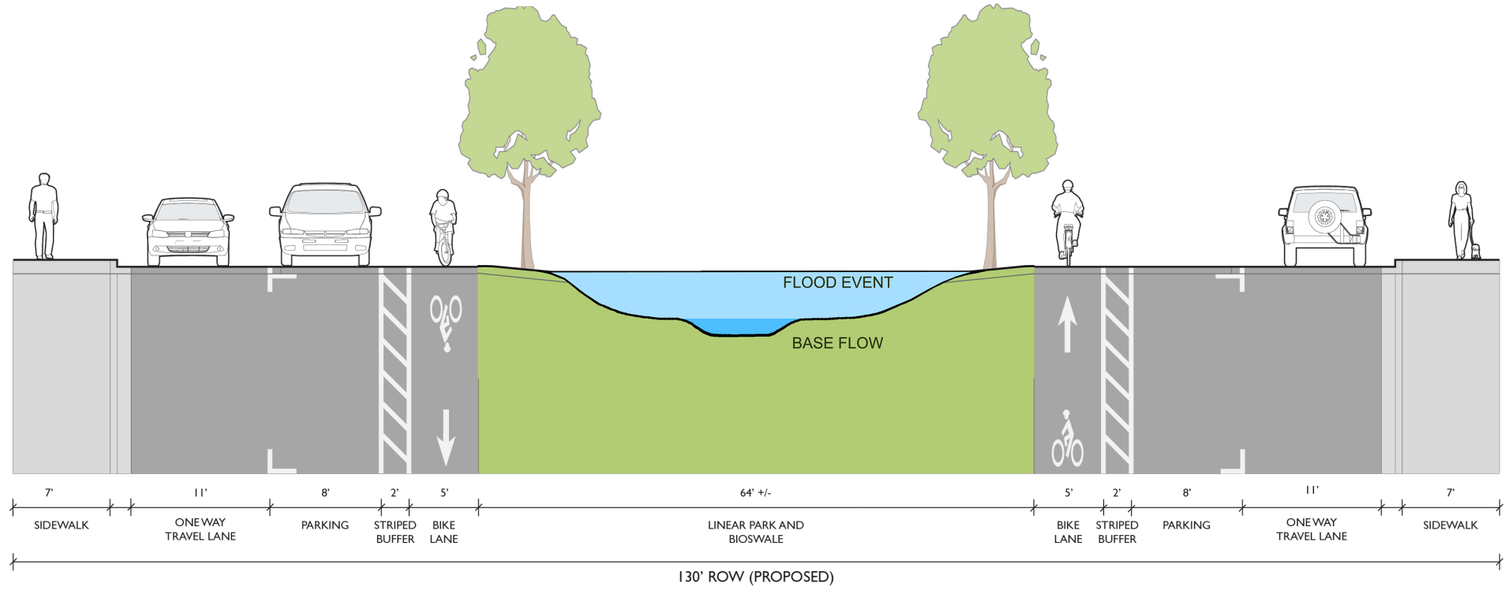

Figure 85: Heyward Street Proposed Cross Section

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WATER QUALITY

LOW IMPACT DEVELOPMENT (LID)

Low Impact Development (LID) recommendations of either bioretention basins or sand filters also were included in the Assessment. Aside from those listed above, these include many sites within the Mill District. Olympia Park, Wayne Street, Lincoln Street, the overflow parking for the fairgrounds along George Rogers Boulevard, the apartments at The Mills, and Olympia Learning Center were all identified.

The Assessment also outlines the implementation of a green street template on the Olympia and Granby neighborhoods which have soils that are very conducive for infiltration. This is another solution to incrementally help address drainage issues since the existing stormwater infrastructure in these older neighborhoods is either fragmented or non-existent.

Both tree protection and planting programs are important to any new project undertaken in the area. Trees slow runoff, reduce erosion, absorb nutrients, provide habitat, improve air quality, and can reduce cooling costs when planted beside buildings. It is critical that riparian buffers be maintained and trees preserved, however actually adding to the urban forest is critical to not only the Mill District but to any long range plan for the region. The large volume of people entering the area from the southeast along Assembly Street and Bluff Road could be greeted with welcoming streetscapes full of shade trees, which are meanwhile transpiring large volumes of groundwater.

RAINWATER HARVESTING

Rainwater harvesting is also a potential way to handle significant volumes of runoff. Cisterns and rain barrels can collect roof water from municipal, commercial, and residential buildings, as long as they are sized and managed appropriately. This water can then be used for irrigation of ornamental landscapes in drier conditions, while reducing pollutant loads from our waterways during storm events.

The City of Columbia and Richland County both have existing programs which incentivize the use of rain barrels by residents through the subsidization of rain barrel cost. This type of program should be expanded each year, and encouraged in lower income neighborhoods that may not already have irrigation systems, where rainwater harvesting would be most appreciated. The Rocky Branch Watershed Alliance could also encourage the use of rain barrels by continuing their outreach programs. While five or six rain barrels per household (say one at each downspout) may make an impact, it is critical that these barrels be emptied prior to each storm for them to have an effect. This requires an active commitment on the homeowner's part and is not likely to be carried out by rental occupants.

The greatest impact as far as rainwater harvesting would be new development where cisterns can be sized to significantly reduce runoff and supplement irrigation needs. These also would be more likely to be utilized given automated sprinkler systems. Providing incentives through new regulations would encourage this practice. Downspout disconnection from the municipal drainage system is an important concept to incorporate into new development as well as retrofitting existing structures, both commercial and residential.



Figure 86: Cistern and/or rain barrel for rainwater harvesting

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WATER QUALITY

STREAM RESTORATION

Stream restoration projects are also part of the Assessment (***Figure 87***). Bank stabilization is recommended along and adjacent to the railroad embankment behind the Church of Jesus Christ (550 LF), along Rocky Branch from Dreyfus Road north to the Railroad (250 LF), and along the edge of the shopping center parking lot west of the railroad and east of Assembly Street (600 LF). There is a small tributary between Catawba Street and the railroad by the Richland Industrial building which is a severely impacted area requiring restoration and which may have on-site wetlands.

The potential stream restoration tied to the Capital City Ballpark redevelopment site mitigation project would include channel geometry modification, debris removal, and greenway construction. Unfortunately, depth to bedrock and extensive clearing operations within Olympia Park are both critical concerns which need to be addressed. Loss to the forest canopy will have impacts on the stream channel such as decreased shading and increased potential for erosion. The final plans should be coordinated with the community's concerns for this well-used park area.

Finally, the future mine closure (beyond the time frame of this plan) of Vulcan Materials will create opportunity for extensive stream restoration of the lowest area of the Rocky Branch before it joins with the Congaree. The entire length from Olympia Avenue down to the river could be opened up for greenway access, bank stabilization, and habitat restoration with removal of culverts and overhead conveyors. Proper design will create a corridor by combining flood storage and conveyance with the greenway. Benching one side of the Branch could serve as both recreational access and floodplain storage. It also would give additional conveyance volume. However, given the backwater effects from the Congaree, any work in this area would have little impact on upstream flooding in the watershed, but should have other benefits to the overall drainage of the river basin. While this was not the original Branch channel, the Branch diversion (built for the mine operation) could finally be naturalized and enjoyed as part of the larger regional greenway system.

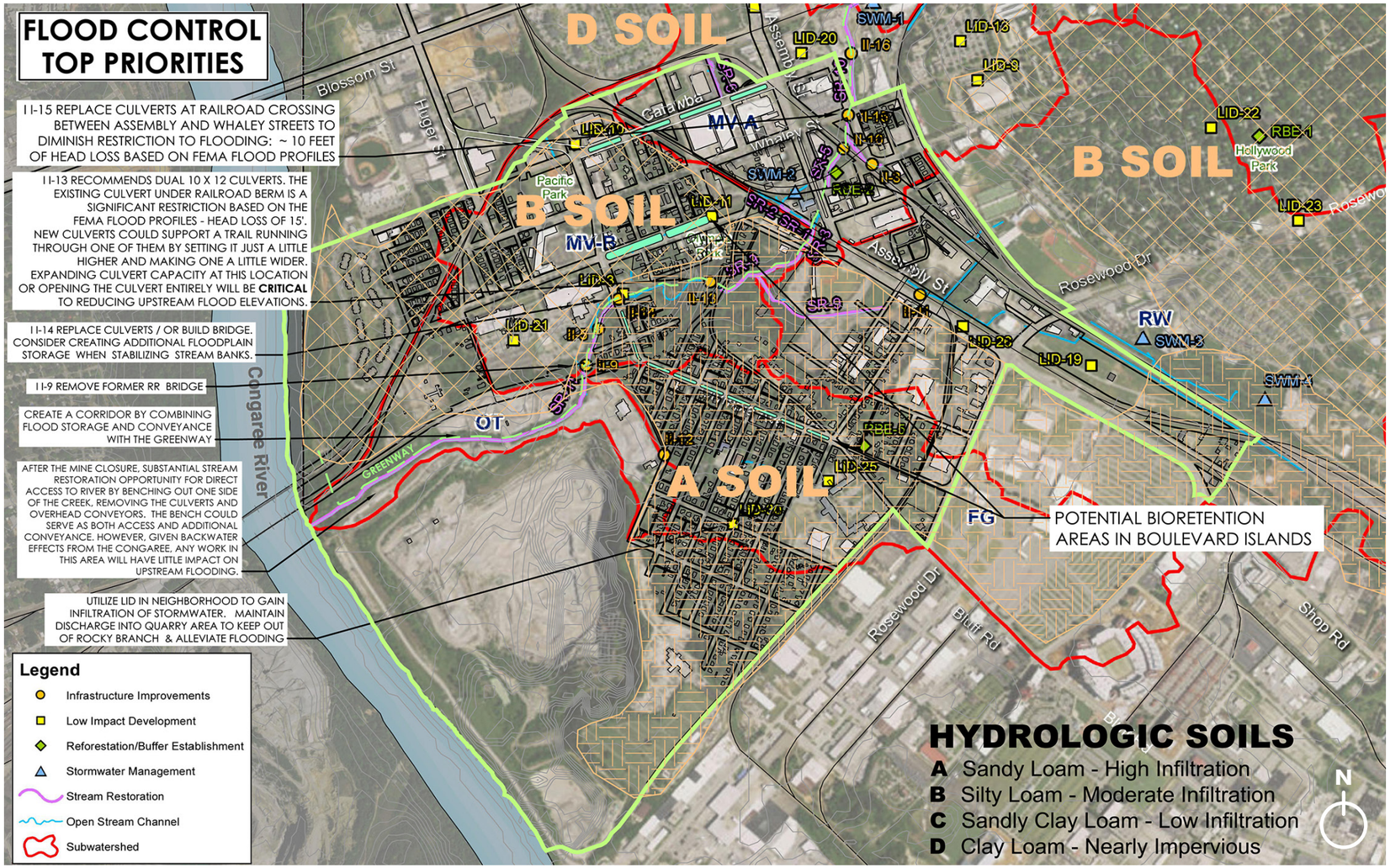

Figure 87: Stormwater Solutions

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WATER QUALITY

INFRASTRUCTURE IMPROVEMENTS

Infrastructure improvements must be the highest priority to alleviate flooding issues in the Mill District. These choke points or degraded channel conditions must be addressed before any significant improvement is possible. The projects outlined in ***Figure 88*** are all projects that can make an immediate impact in the Mill District and are infrastructure improvements from the Watershed Assessment (McCormick Taylor, 2016). It is important to note that these nine projects as well as others on the following page are directly from the Watershed Assessment. In the following section of this report, a series of implementation projects are presented and categorized by short, medium and long term, however the projects within the Watershed Assessment cannot be categorized in such a manner and should be treated differently. Implementing infrastructure projects in the watershed cannot by categorized by time frame, rather they should be sequentially ordered from projects lower in the watershed and working upstream. Infrastructure improvements (II), particularly II-13, II-14, and II-15, could make the most impact within the Mill District, however they are the most costly. The other infrastructure improvements (II) in ***Figure 88*** include several projects that are low-hanging fruit, especially those with lower costs which should be implemented as funding allows, but only by starting lower in the watershed first then moving upstream. Annual funding should be allocated by the City of Columbia and Richland County to complete the infrastructure improvements in Figure 87 as well as other stormwater and water quality improvements on the following page in ***Figure 89***.

The team recommends II-13 as the most critical project because of the immediate impact it can have. This is at the old railroad berm just downstream of the Capital City Ballpark redevelopment site, which is part of their proposed mitigation project. While the Assessment recommends dual 10' x 12' culverts, the new culverts could support a greenway trail running through one of them by setting it higher and making the other lower and wider: one acts as a people passage while the other is running as the stream. Other proposals discussed included the provision of a box culvert at a much higher elevation through the berm (perpendicular to the creek flow) to handle the greenway. Whichever way is chosen for the trail, expanding the culvert capacity at this location will be vital to reducing upstream flood elevations.

The culvert replacements at the railroad crossing just south of the Whaley overpass and the Whaley Street/Main Street intersection (II-10 & II-15) also would alleviate substantial upstream flooding. The outfall enhancement of an energy dissipator at the channel between the railroad and the Main Street/ Heyward Street intersection (II-3) could be done at the same time and help to clean up the drainage situation in this small area. Considering the volume of traffic that moves through this 'escape route' from on-grade railroad crossing disruptions to the area, the volume of flooding potential that could be eliminated is crucial to both traffic and stormwater management.

The proposed culvert replacement or bridge construction at Olympia Avenue (II-14) would not only help alleviate flooding, but also provide a safe pedestrian crossing under this busy street solving a conflict with vehicles, humans and wildlife. Stream corridors are important wildlife connections, especially this close to a major river. Again, two 10' x 10' culverts are recommended in the Assessment at a minimum, but this project could go far beyond mere requirements to creating additional floodplain storage and truly be an asset to the park, district, and entire greenway system.

Smaller projects would be simpler to achieve. The removal of the former railroad bridge downstream of Olympia Avenue (II-9) and replacement of a damaged sanitary sewer line west of Olympia Avenue (II-5) could both be accomplished quickly. The culvert replacement beneath the railroad at South Assembly Street west of Rosewood and near Virginia Street (II-11) would include the repairs to the eroded embankment.

While the culvert replacement at Catawba Street between Main and Sumter Streets (II-16) is just outside the Mill District's study area, it too would reduce flooding considerably. The Assessment states that the replacement will need two 20' x 6' culverts, unless USC removes the existing structures and road crossing completely.

ID	Type	Location	Proposed Action	Est. Cost	Additional Notes
II-3	Outfall Enhancement	Channel between Railroad and Main Street/Heyward Street intersection	Stabilize Outfall and install energy dissipater	$55,000	
II-5	Sanitary Line Repair	West of Olympia Ave	Replace sanitary line	$100,000	Metal and plastic repairs evident, supports damaged
II-9	Infrastructure Removal	Downstream Olympia Ave	Remove former railroad bridge	$300,000	
II-10	Culvert Replacement	Railroad Crossing at Whaley St	Replace Culvert with adequately sized structure	$1,000,000	
II-11	Culvert Replacement	Assembly Street west of Rosewood St	Replace Culvert with adequately sized structure	$1,500,000	Repair bank erosion as well
II-13	Culvert Replacement	Old Railroad Berm	Dual 10' x 12' culverts recommended	$1,500,000	crossing through old railroad berm desirable location for greenway
II-14	Culvert Replacement	Olympia Ave	Dual 10' x 10' culverts recommended	$1,500,000	This area is potential greenway crossing for Olympia to Congaree. May be desire by locals for trail under Olympia Ave
II-15	Culvert Replacement	Whaley St and Main St	Dual 25' x 6' culverts recommended	$3,000,000	This is location of USGS gauge
II-16	Culvert Replacement	Catawba St and Main St	Dual 20' x 6' culverts recommended	$3,000,000	

Figure 88: Rocky Branch Watershed Projects

Source: Watershed Assessment (McCormick Taylor, 2016, pg.129-132)

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IMPROVE ENVIRONMENTAL STEWARDSHIP

Figure 89 represents the additional projects within the Mill District recommended by the Watershed Assessment which include various stormwater improvements, bank stabilization, culvert replacements, green streets, and tree plantings. Infrastructure improvements will make the most immediate impact to reduce flooding in the Mill District, however each project listed in ***Figure 89*** will benefit the overall watershed, and in turn, the Mill District. Low Impact Development and stream restoration projects will do the most to improve water quality, but in order to also reduce flows such projects would be most useful and cost effective higher in the overall watershed.

ID	Type	Location	Proposed Action	Est. Cost	Additional Notes
SWM-2	Pond Retrofit	Assembly Street and Heyward Street	Expand footprint and convert to shallow marsh or infiltration basin	$100,000	
SR-1	Bank Stabilization	Railroad Embankment Behind Church of Jesus Christ	Bank Stabilization (200 LF)	$150,000	This would be a CSX project
SR-2	Bank Stabilization	Adjacent to Railroad Behind Church of Jesus Christ	Bank Stabilization (250 LF)	$150,000	Should be done in conjunction with BMP for parking lot
SR-3	Bank Stabilization	Rocky Branch Mainstem extending from Dreyfuss Road north to Railroad	Bank Stabilization (250 LF)	$150,000	
SR-5	Bank Stabilization	Edge of Shopping Center Parking Lot East of Railroad and West of Assembly Street	Bank Stabilization (600 LF)	$300,000	
SR-6	Stream Restoration	Tributary Between Catawba Street and Railroad by Richland Industrial	Severely impacted areas requiring restoration	$350,000	Potential onsite wetlands
SR-9	Stream Restoration	Bluff Road to Dreyfuss Road	Debris removal and natural stabilization, channel geometry modification	$500,000	FG channel work (Kroger mitigation) should be included in this project. SR limits extend within MV-B (Rocky Mainstem) and RW (tributary)
SR-10	Stream Restoration	Mainstem of Rocky Branch from Sumter Street to Whaley Street	Channel daylighting through USC campus	$1,500,000	This potential project was identified by USC as potential mitigation for the Kroger development. Also provides greenway connection opportunities
SR-11	Stream Restoration	Rocky Branch Mainstem from Olympia Avenue to the Congaree River	Channel section inside Vulcan Materials active mine. Mine closure anticipated 2030 and reach should be restored for entire length	$4,000,000	Extends within OT and MV-B subwatersheds. Would occur following mine closure
LID-3	BMP Install	Assembly Street at Entrance to California Dreaming	Bioswale or Bioretention	$50,000	
LID-10	BMP Install	Catawba Street and Wayne Street	Bioretention or Sand Filter	$100,000	
LID-11	BMP Install	Median Area of Heyward Street and Lincoln Street	Bioretention or Sand Filter	$125,000	Area contains an intermittent stream
LID-19	BMP Install	Overflow parking for USC stadium complex	Bioretention or Sand Filter	$300,000	
LID-21	BMP Install	Granby Mills Student Housing	Bioretention or Sand Filter	$350,000	
LID-25	BMP Install	Olympia Learning Center	Bioretention or Sand Filter	$450,000	
LID-26	Boulevard Approach	Assembly Street - Whaley Street to Rosewood Drive	Tree Boxes with underground detention cells	$500,000	$7,500 Per Box, spaced every 30 LF along 2,000 LF of City block
LID-30	Green Streets	Olympia-Granby	Apply green streets template to reduce runoff from neighborhood	$680,000	capture 1" of runoff, $190/LF of managed roadway, assumed 3,590 LF
RBE-2	Tree Planting	Assembly Street at Railroad, Mainstem of Rocky Branch	Recommend tree plantings where feasible	$10,000	Publicly owned
RBE-5	Tree Planting	East of Hasting Alley, North of Olympia	Recommend tree plantings where feasible	$40,000	Public parcel

Figure 89: Rocky Branch Watershed Projects

Source: Watershed Assessment (McCormick Taylor, 2016, pg.129-132)

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IMPROVE ENVIRONMENTAL STEWARDSHIP

WATER QUALITY

ADDITIONAL PROJECTS

The proposed Heyward Street improvements (***Figure 90***) show additional projects that will not only alleviate flooding by improving stormwater management but also clean up traffic patterns at the intersections of Heyward and Olympia, Heyward and Lincoln, and Heyward and Assembly Streets. A multi-level bioswale could handle both base flows and a flood event volume in this area, while leaving the majority of the greenspace available as a linear park. This proposal has been welcomed whole-heartedly by the neighborhood since it achieves many goals at once.

As mentioned above, Olympia Avenue, Whaley Street and Catawba Street have all been identified by the team as potential boulevard roadways. In a similar fashion to Heyward, these wide rights-of-way could incorporate drainage and greenspace into their cross sections to be both aesthetic and functional improvements.

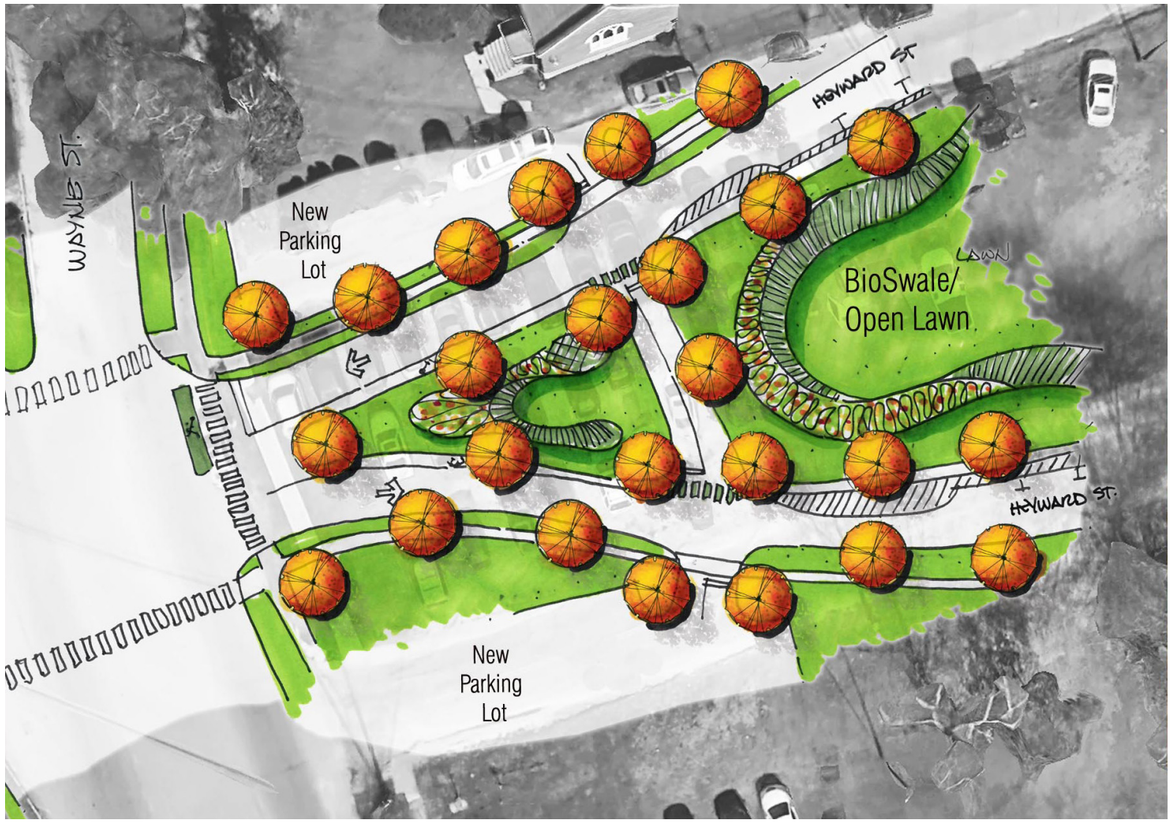

Figure 90: Heyward Street Improvements at Olympia Avenue



Figure 91: Heyward Street Improvements at Lincoln Street

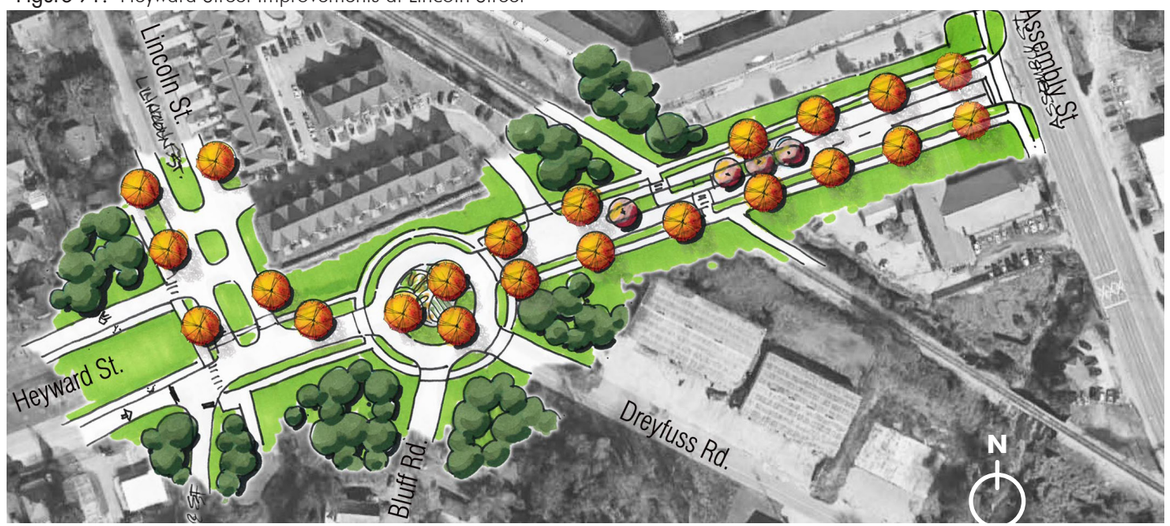

Figure 92: Heyward Street Improvements - Assembly Street Connection

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IMPLEMENTATION

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IMPLEMENTATION

STRATEGIES SUMMARY

$ = $0 - $100,000
$$ = $100,000 - $500,000
$$$ = $500,000 - $1,000,000
$$$$ = $1 - 5 Million
$$$$$ = $5 Million +

TAP - Transportation Alternatives Program
CMCOG - Central Midlands Council of Governments
SCPRT - South Carolina Department of Parks, Recreation & Tourism
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FRA - Federal Railroad Administration

CMAQ - Congestion Mitigation and Air Quality Improvement
COATS - Columbia Area Transportation Study
COMET - Central Midlands Transit
TIGER - Transportation Investment Generating Economic Recovery
TIF - Tax Increment Financing

SHORT TERM (1 TO 3 YEARS) PROJECTS + POLICIES IMPLEMENTATION SCHEDULE

BIG IDEA	PROJECTS AND POLICIES	TIME FRAME	RESPONSIBLE PARTY	ESTIMATED COST	POSSIBLE FUNDING SOURCES
1	Create and institute a formal representative organization to advocate on the behalf of the Mill District and the implementation of the vision.	Complete within 6 months of Plan adoption	PAC, Community members, City of Columbia, and Richland County Planning staff	Staff Time & Volunteer Time	N/A
1	Develop and adopt a formal agreement for an equitable regulatory framework and collaborative decision making between the City and the County.	Complete within 12 months of Plan adoption	City of Columbia and Richland County	Staff Time	N/A
2	Begin the management of trains, transportation, and traffic by participating in the Assembly Street rail consolidation NEPA process.	Upon start of the NEPA process to potentially begin in Fall 2017	Mill District organization (lead), Community members, City of Columbia and Richland County Planning staff	Staff Time	N/A
1,3 + 4	Partner with Vulcan Materials to create community green spaces on existing lots owned by Vulcan.	Begin immediately upon Plan adoption	Mill District organization and Vulcan Materials	$	Grants & private partners
1	Partner with the Columbia Development Corporation to develop strategies to promote the Plan, new investments and future projects.	Begin immediately upon Plan adoption	Mill District Organization, Columbia Development Corporation	Staff Time & Volunteer Time	N/A
1	Develop and adopt a unified policy/regulatory framework to preserve the architectural character of the Mill District through new development, reuse and rehabilitation, public space, the landscape and the protection of the tree canopy.	Begin immediately upon adoption by examining incorporation into code rewrite processes and discussions	City of Columbia and Richland County Planning staff	Staff Time	N/A
2	Begin coordination with rail operations to mitigate back-ups and blockages (Cayce railyard).	Begin immediately upon Plan adoption	City of Columbia, Richland County, and CSX	Staff Time	N/A
4	Develop a joint stormwater management plan for the Mill District as a whole, and model policies accordingly to be administered by each jurisdiction.	Begin upon completion of City/County formal agreement and complete with 12 months	City of Columbia and Richland County Stormwater Management	Staff Time	N/A
1	Amend Comprehensive Plans to adopt future land use classifications and subsequently amend future land use maps to reflect the recommendations herein.	Begin immediately upon Plan adoption	City of Columbia and Richland County Planning staff	Staff Time	N/A
1	Develop a Mill District brand identity that reflects the community spirit and vision to be incorporated on gateways, signage and promotional collateral, recruitment, economic development efforts and social media.	Complete within 9 months of Plan adoption	Mill District organization (lead), City of Columbia and Richland County Planning staff	$	Grants & private partners
1	Create, promote and implement incentives for homeownership, small business startups and recruitment, and redevelopment of existing and historic properties within the Mill District; coordinate with existing programs in the City and County.	Ongoing	City and County Planning and Community Development staff, City of Columbia Office of Business Opportunities, Richland County Conservation Commission, and Columbia Development Corporation	Staff Time & Volunteer Time	N/A
3	Coordinate stormwater management of Rocky Branch projects with all responsible agencies.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management and Rocky Branch Watershed Alliance	Staff Time & Volunteer Time	N/A
4	Encourage installation of green infrastructure downstream along the Rocky Branch.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management and Rocky Branch Watershed Alliance	$	Grants
4	Begin removal of choke points on Rocky Branch to reduce localized and overall risk of flooding, prioritizing downstream improvements moving upstream where feasible.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management and Rocky Branch Watershed Alliance	$$$$	City of Columbia, Richland County, and grant funding

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SHORT TERM (1 TO 3 YEARS) PROJECTS + POLICIES IMPLEMENTATION SCHEDULE

BIG IDEA	PROJECTS AND POLICIES	TIME FRAME	RESPONSIBLE PARTY	ESTIMATED COST	POSSIBLE FUNDING SOURCES
3	Implement gateway signage (design and installation) as roadway projects are implemented, such as Bluff Road at Olympia Avenue, Whaley Street at Assembly Street, and Huger Street at Whaley Street.	Upon completion of branding strategy	Mill District organization (lead), with technical assistance from City of Columbia and Richland County Planning and Development staff and SCDOT	$	TAP Grant, CMCOG grant funding
4	Begin incorporation of bioswales into existing boulevard islands such as Heyward Street, taking into account future planned streetscape improvements.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management, City of Columbia Public Works, SCDOT	$$$ - $$$$	City of Columbia, Richland County, and grant funding
4	Require tree protection, planting programs and low impact development measures for projects above a certain scale (assess existing ordinances and policies for needed changes; develop and adopt revisions as necessary).	Begin immediately upon Plan adoption or incorporate within the code rewrite process(es) where applicable	City of Columbia and Richland County Planning and Stormwater Management staff, City of Columbia Forestry Division	Staff time	N/A
4	Encourage rainwater harvesting through existing City of Columbia and Richland County rain barrel programs.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management	$	City of Columbia, Richland County, and grant funding
3	Implement Rocky Branch greenway improvements with Richland County Penny Program funding.	Ongoing (anticipated 2018-2020)	Richland County Transportation Penny Program	$$$$	Richland Co. Penny, SCPRT, TAP
3	Obtain necessary ROWs and easements, and continue trail and greenway connections between Olympia Park, Granby Park, and Pacific Park, south to the Jordan Memorial Boat Ramp and north to Blossom Street.	Begin immediately upon Plan adoption or concurrent with Rocky Branch Greenway planning where necessary	City of Columbia Parks and Recreation, Richland County Recreation Commission, Richland County Transportation Penny Program, and USC	$ - $$$$ Varies (depends on size of project)	Richland County, City of Columbia, USC, SCPRT, TAP
1 + 4	Improve and promote Pacific Park as a well-connected, maintained, safe and beautiful Mill District amenity.	Complete by Spring 2019	City of Columbia Parks and Recreation	$$$	City of Columbia/ SCPRT
2 + 3	Perform a comprehensive traffic study to evaluate and confirm the validity, feasibility and timing of the recommended strategies for improving traffic conditions.	Establish funding within 12 months of plan adoption; complete within 12-18 months of funding approval	City of Columbia and Richland County Planning staff, City of Columbia Public Works (Traffic Engineering and Streets Divisions), City of Columbia Utilities & Engineering, and Richland County Engineering	$$	City/County, COATS, CMCOG grant funding
3	Fund, design, and install Whaley Street buffered bike lanes.	Establish funding within 12 months of plan adoption; begin design and construction immediately upon funding availability	SCDOT, City of Columbia and Richland County Planning staff, City of Columbia Utilities & Engineering, City of Columbia Public Works, Richland County Transportation Penny Program	$	Richland Co. Penny, Surface Transp. Block Grant Set-aside Program, TAP
1	Create a Capital Mill District history trail that can be accessed by walking, biking or driving or through technology.	By Spring 2019	Mill District organization, Olympia-Granby Mill Village Museum, and Historic Columbia Foundation	$	Grant funding, Richland Co. Conservation Commission, Richland Co. Neighborhood Improvement Program
1 + 4	Improve and promote Olympia Park and connect with the proposed greenway and adjacent development.	Concurrent with greenway design and construction	Richland County Recreation Commission and Richland County Transportation Penny Program	$$$$	Richland Co. Recreation Commission, Richland Co. Transportation Penny Program, SCPRT
1	Provide adequate public safety facilities (including fire safety facilities) and resources to accommodate current and future growth.	2-3 years (continue collaborative efforts)	City of Columbia, Richland County, and USC emergency management agencies	$$$$	City of Columbia, Richland County, USC
4	Complete stream restoration as part of the Capital City Ballpark redevelopment.	Concurrent with property development	City of Columbia / Property Developer(s)	$$$$	Property developer, public/ private partnerships, grant funding, City of Columbia

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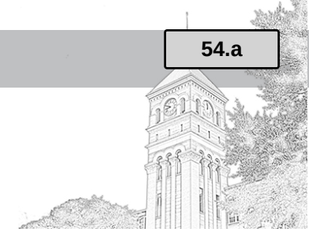

IMPLEMENTATION

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MEDIUM TERM (3 TO 6 YEARS) PROJECTS + POLICIES IMPLEMENTATION SCHEDULE

BIG IDEA	PROJECTS AND POLICIES	TIME FRAME	RESPONSIBLE PARTY	ESTIMATED COST	POSSIBLE FUNDING SOURCES
1	Target the Mill District with programs and advertise existing programs in order to increase homeownership rates to 35% (exclusive of multi-family housing).	3 to 6 years	City of Columbia and Richland County Planning and Community Development staff, Mill District Organization	$$ - $$$	Richland County and City of Columbia Community Development
2	Continue planning for the Assembly Street rail consolidation.	3 to 6 years	SCDOT, City of Columbia and Richland County	$$$$$	SCDOT, FRA, City of Columbia, Richland County, TIF, grants
2	Study a COMET/USC transit partnership and possibly consolidate services in order to maximize ridership.	3 to 6 years	Comet and USC	$$	COMET, COATS, City of Columbia, Richland County, USC
4	Establish a green streets template to be applied throughout all Mill District neighborhoods.	3 to 6 years	City of Columbia and Richland County Planning, Engineering, and Public Works staff, SCDOT	Staff time	N/A
4	Adopt standards to require stormwater infiltration and rainwater harvesting in any new commercial, multi-family, or mixed-use project.	3 to 6 years	City of Columbia and Richland County Stormwater Management	Staff time	N/A
3	Begin Complete Streets Implementation at Olympia Avenue: start bike/ped network and connectivity improvements and street improvements.	3 to 6 years (upon completion of traffic study)	SCDOT, City of Columbia and Richland County Planning staff	$$$$	Surface Transportation Block Grant Set-aside Program, CMAQ, SCDOT
3	Implement sidewalk improvements along prioritized streets to improve walkability and connectivity.	3 to 6 years (upon completion of traffic study)	City of Columbia and Richland County Planning and Public Works staff; Richland County Transportation Penny Program and/or SCDOT where applicable	$$$$	Richland Co. Penny, Surface Transp. Block Grant Set-aside Program, City of Columbia, SCDOT, TAP, Richland County
3	Design and planning of Lincoln Street sidewalks and multi-use path.	3 to 6 years; Begin funding allocation, design, and implementation process within 9 months of traffic study completion	City of Columbia Planning, Public Works, and Engineering staff, Richland County Transportation Penny Program	$$	City of Columbia & Richland County
3	Build a new City park in coordination with the development of the Rocky Branch Greenway across from Dreyfus Road.	3 to 6 years	City of Columbia Parks and Recreation and Richland County Transportation Penny Program	$$ - $$$	City of Columbia, SCPRT, grants
4	Continue incorporation of bioswales into existing boulevard islands such as Heyward Street, taking into account future planned streetscape improvements.	3 to 6 years (with streetscape improvements)	City of Columbia and Richland County Stormwater Management, City of Columbia Public Works, SCDOT	$$$ - $$$$	City of Columbia, Richland County, and grant funding
2	Seek funding for Huger Street road diet and associated improvements.	3 to 6 years	City of Columbia and SCDOT	Staff time, $$$$ - $$$$$	TAP, TIGER
3	Implement Assembly Street bike and pedestrian improvements.	3 to 6 years	Richland County Transportation Penny Program (lead), SCDOT, City of Columbia Planning, Engineering, and Public Works	$$$$$	Richland Co. Penny, Surface Transp. Block Grant Set-aside Program, CMAQ
3	Heyward Street conversion and realignment to include bike, pedestrian, and on-street parking improvements.	3 to 6 years	SCDOT, City of Columbia Planning and Public Works, Richland County Transportation Penny Program	$$$$	City of Columbia & Richland County

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IMPLEMENTATION

STRATEGIES SUMMARY

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LONG TERM (6 OR MORE YEARS) PROJECTS + POLICIES IMPLEMENTATION SCHEDULE

BIG IDEA	PROJECTS AND POLICIES	TIME FRAME	RESPONSIBLE PARTY	ESTIMATED COST	POSSIBLE FUNDING SOURCES
4	Continue incorporation of bioswales into existing boulevard islands such as Heyward Street, taking into account future planned streetscape improvements.	6+ years, with streetscape improvements	City of Columbia and Richland County Stormwater Management, City of Columbia Public Works, SCDOT	$$$ - $$$$	City of Columbia, Richland County, and grant funding
1	Continue to target the Mill District with programs and advertise existing programs and incentives in order to increase homeownership rates to 45-50% (exclusive of multi-family housing).	6+ years	City of Columbia and Richland County Planning and Community Development staff, Mill District organization	$$ - $$$	City of Columbia and Richland County Community Development
2	Begin implementation of quiet zones based on NEPA process outcomes and the Assembly Street rail consolidation planning.	6+ years	SCDOT, City of Columbia and Richland County	$$$$ - $$$$$	City of Columbia, Richland County, COATS, SCDOT, Railroad Safety Infrastructure Improvement Grant Program, Operation Lifesaver
2	Implement additional road/rail intersection signalization.	6+ years	SCDOT, City of Columbia and Richland County	$$	City of Columbia, Richland County, COATS, SCDOT, FRA
3	Continue Complete Streets implementation throughout the Mill District.	6+ years	City of Columbia and Richland County Planning, Engineering, and Public Works staff, SCDOT and/or Richland County Transportation Penny Program where applicable	$$$$	Richland Co. Penny, Surface Transp. Block Grant Set-aside Program, CMAQ
2	Huger Street improvements:	6+ years	SCDOT, City of Columbia and Richland County	$$$$$	Surface Transp. Block Grant Set-aside Program,SCDOT, Richland County, City of Columbia, grant funding
•	*Implementation of preferred Huger Street crossing alternative (flyover alternative or underpass).*				
•	*Reconfiguration of Huger Street and Blossom Street intersection.*				
•	*Based on the traffic study findings, implement the Huger Street road diet and at-grade rail crossing improvements (safety).*				
3	Build a new City park at Tryon Street and Whaley Street.	6+ years, concurrent with Huger Street improvements	City of Columbia Parks and Recreation	$$ - $$$	City of Columbia, SCPRT, grant funding
4	Complete stream restoration along entire length of Rocky Branch down to Congaree River.	10+ years	City of Columbia and Richland County Stormwater Management and Rocky Branch Watershed Alliance	$$$$$	City of Columbia, Richland County, grant funding
2	Complete the Assembly Street rail consolidation.	10+ years	SCDOT, City of Columbia and Richland County Planning staff, CSX and Norfolk Southern	$$$$$	City of Columbia, Richland County, COATS, SCDOT, SC Transportation Infrastructure Bank
3	Plan for and encourage private redevelopment of the abandoned rail lines through public investments as the Assembly Street rail consolidation is completed.	10+ years; Concurrent with and upon completion of rail consolidation	City of Columbia and Richland County, Columbia Development Corporation, Mill District organization	$$ - $$$	City of Columbia, Richland County, grant funding, public/ private partnerships, Columbia Development Corporation and Mill District organization

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IMPLEMENTATION

CATALYST PROJECTS

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The *Capital City Mill District Area and Corridor Plan* is a roadmap for the implementation of policies and projects that will preserve the Mill District and re-establish it as a vibrant place to live and as a prosperous contributor to the local economy. Upon adoption of this plan by the City of Columbia and Richland County, there are nine recommended catalyst projects and policies that will provide the structure for long-term success of the Plan implementation and establish the necessary foundation for future projects and capital investments by the City and County.

Two of the projects, full participation in the NEPA process and the detailed traffic study, will provide the data, detailed analysis and understanding of resources needed to objectively prioritize and fund short and long-term infrastructure projects, such as the Assembly Street rail line consolidation and the Huger Street road diet. In addition, the traffic study can establish benchmarks for and influence the scope and schedule of future projects. Engagement in the NEPA process should begin immediately.

These are big strategies, however they are necessary to establish the collaborative framework for achieving the vision and will serve as the foundation for transforming the Mill District into the community that residents and stakeholders desire.

> *As architect Sambo Mockbee (1944- 2001) frequently challenged his students, "Proceed and be bold."*

This is a time for bold work: consolidate rail lines; harness transportation and development so that it works for the Mill District and becomes a part of the authentic placemaking; and institute a creative union between the City of Columbia and Richland County that will serve as the shepherd and steward for the spirit and prosperity of this community. When these bold moves are made, the remaining recommendations will fall in line and the Mill District will continue to progress into a most desirable and livable community.

UPDATING THE PLAN

The *Capital City Mill District Area and Corridor Plan* should be reviewed regularly and updated as needed.

CATALYST PROJECTS + POLICIES IMPLEMENTATION SCHEDULE

BIG IDEA	CATALYST PROJECTS AND POLICIES	TIME FRAME	RESPONSIBLE PARTY	COST	POSSIBLE FUNDING SOURCES
1	Develop and adopt a formal agreement for an equitable regulatory framework and collaborative decision making between the City and the County.	Complete within 12 months of Plan adoption	City of Columbia and Richland County	Staff Time	N/A
2	Begin the management of trains, transportation, and traffic by participating in the Assembly Street rail consolidation NEPA process.	Upon start of the NEPA process to potentially begin in Fall 2017	Mill District organization (lead), Community members, City of Columbia and Richland County Planning staff	Staff Time	N/A
1, 3 + 4	Partner with Vulcan Materials to create community green spaces on existing lots owned by Vulcan.	Begin immediately upon Plan adoption	Mill District organization and Vulcan Materials	$	Grants & private partners
2	Begin coordination with rail operations to mitigate back-ups and blockages (Cayce railyard).	Begin immediately upon Plan adoption	City of Columbia, Richland County, and CSX	Staff Time	N/A
1	Develop a Mill District brand identity that reflects the community spirit and vision to be incorporated on gateways, signage and promotional collateral, recruitment, economic development efforts and social media.	Complete within 9 months of Plan adoption	Mill District organization (lead), City of Columbia and Richland County Planning staff	$	Grants & private partners
4	Begin removal of choke points on Rocky Branch to reduce localized and overall risk of flooding, prioritizing downstream improvements moving upstream where feasible.	Begin immediately upon Plan adoption	City of Columbia and Richland County Stormwater Management and Rocky Branch Watershed Alliance	$$$$	City of Columbia, Richland County, and grant funding
3	Obtain necessary ROWs and easements, and continue trail and greenway connections between Olympia Park, Granby Park, and Pacific Park, south to the Jordan Memorial Boat Ramp and north to Blossom Street.	Begin immediately upon Plan adoption or concurrent with Rocky Branch Greenway planning where necessary	City of Columbia Parks and Recreation, Richland County Recreation Commission, Richland County Transportation Penny Program, and USC	$ - $$$$-Varies (depends on size of project)	Richland County, City of Columbia, USC, SCPRT, TAP
1 + 4	Improve and promote Pacific Park as a well-connected, maintained, safe and beautiful Mill District amenity.	Complete by Spring 2019	City of Columbia Parks and Recreation	$$$	City of Columbia/ SCPRT
2 + 3	Perform a comprehensive traffic study to evaluate and confirm the validity, feasibility and timing of the recommended strategies for improving traffic conditions.	Establish funding within 12 months of plan adoption; complete within 12-18 months of funding approval	City of Columbia and Richland County Planning staff, City of Columbia Public Works (Traffic Engineering and Streets Divisions), City of Columbia Utilities & Engineering, and Richland County Engineering	$$	City/County, COATS, CMCOG grant funding
1	Provide adequate public safety facilities (including fire safety facilities) and resources to accommodate current and future growth.	2-3 years (continue collaborative efforts)	City of Columbia, Richland County, and USC emergency management agencies	$$$$	City of Columbia, Richland County, USC
3	Begin Complete Streets Implementation at Olympia Avenue: start bike/ped network and connectivity improvements and street improvements.	3 to 6 years (upon completion of traffic study)	SCDOT, City of Columbia and Richland County Planning staff	$$$$	Surface Transportation Block Grant Set-aside Program, CMAQ, SCDOT

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IMPLEMENTATION

POTENTIAL INCENTIVES AND FINANCING TOOLS

There are a handful of tax credits, grants and incentives that are managed at the local, state and federal level that may be applied to the Capital City Mill District. The following section includes an overview of the programs and additional recommendations on their applicability within the Mill District.

- Commercial Revolving Loan Refund (RLF)
- Façade Improvement Program
- Tax Increment Financing
- New Market Tax Credits
- Historic Tax Credits
  - 20% Federal Credit
  - 10% Federal Credit
  - 25% State Homeowners Credit
- South Carolina Abandoned Buildings Revitalization Tax Credit
- South Carolina Textile Communities Revitalization Act
- The Bailey Bill
- Richland County Homeownership Assistance Program
- Richalnd County Historic Preservation Grants
- Richland County Community Conservation Grants
- Richland County Homeownership Rehabilitation Program
- Richland County Neighborhood Matching Grant
- City of Columbia Housing Loan Programs

COMMERCIAL REVOLVING LOAN FUND (RLF)

During the public meetings and stakeholder engagement process, members of the public expressed desire for more neighborhood amenities and retailers, specifically for locally owned businesses that create fun destinations for grabbing a coffee or lunch, and provide vital neighborhood resources.

The City of Columbia currently has an Office of Business Opportunities (OBO) that offers a Commercial Loan Program directed at small businesses such as the ones desired by the neighborhood. The funding program is able to lend up to $200,000 for building construction or rehabilitation, business conversion or expansion, purchase of real estate, machinery, equipment, supplies or materials, and working capital. Typically, these City loans are used as a second position behind traditional bank financing.

The plan recommends engaging the OBO and local elected leadership to propose that the loan program set aside a certain amount of funds, or prioritize funds, for uses in the Capital City Mill District that promote the startup of businesses desired by the neighborhood.

FAÇADE IMPROVEMENT PROGRAM (AS FUNDS ARE AVAILABLE)

The Façade Improvement Program is only available to targeted corridors within the City limits of Columbia. These corridors are determined annually based upon Neighborhood Redevelopment Service Areas assigned by the City's Department of Community Development. This highly successful OBO program offers commercial property and/or business owner (tenants) forgivable, matching loans, amortized over a set number of years, as long as the property remains in compliance with the program agreement for maintenance and ownership. Loans are an 80/20 match, with the City paying 80% and the applicant paying 20%, of the total project cost. The maximum loan funding structure is set each program year based on the priority needs of each commercial district. Historically, the program has provided maximum awards of up to $20,000/per property for façade improvements. Also, the program has typically offered grants to property owners in target areas when project costs are less than $2,000, and monitored for a period of one year.

Eligible exterior facade improvements are generally, replacement/repair/or new windows, doors, paint, lighting, signage, fencing, masonry, carpentry, awnings, tree plantings, security camera installation, and iron bar or redundant metal pole removal and disposal.

TAX INCREMENT FINANCING

Tax Increment Financing, or TIF, is a tool commonly used by municipalities to finance public infrastructure and catalyze development in urban redevelopment zones. In generalized terms, a TIF utilizes increased tax base resulting from growing property values and investments to pay for infrastructure that benefits the public. A municipality will issue bonds to pay for the public infrastructure and the increased taxes - or "increment" - is used to pay the debt service of the bonds. TIFs are permissible under South Carolina State Law and carried out at the local level. Local governments set the TIF district boundaries and offer a description of the general infrastructure items that may be funded.

TIF History in Columbia

Since local taxes are used to fund the school districts and other public agencies, all such stakeholders must be willing to defer receiving the tax increment over the term of the bond repayment. Therefore, TIFs must now clear several layers of public authorization and approval processes, which require a strong and targeted development plan that can garner broad support. The most recent attempts at creating TIF districts in the City have been for limited and specifically identified projects.

TIF in the Mill District

The utilization of a limited and targeted TIF may be most useful along the Assembly Street corridor. However, USC owns a good portion of property along the corridor and is tax exempt. This may impact the level of increased taxes. These projects need upgraded infrastructure and streetscape improvements to create the urban realm (Assembly Street Railroad Corridor Consolidation Project, 2009).

Further, a TIF could specifically be utilized to help fund the relocation and consolidation of the Assembly Street rail lines (Assembly Street Railroad Corridor Consolidation Project, 2009). The rail consolidation would result in increased property values and possibly could move properties that are not currently on the tax roll into revenue generating properties.

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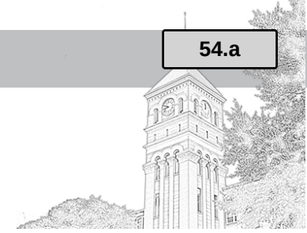

IMPLEMENTATION

POTENTIAL INCENTIVES AND FINANCING TOOLS

NEW MARKET TAX CREDITS

New Market Tax Credits (NMTC) are a competitive and complicated incentive program that may be available to larger developments with sophisticated developers and owners. Generally, a project may compete nationally for a finite pool of NMTCs if the project is mainly commercial in nature and can demonstrably show that it will generate jobs or services in a distressed census tract. NTMC projects tend to be at least $6M in total project size due to the complexity of the financing. If successful, a NMTC structure can provide 18% - 22% of the total project cost in the form of a loan that is forgivable after seven years.

APPLICATION TO CAPITAL CITY MILL DISTRICT

NMTCs may be a potential financing tool for larger commercial and mixed-used projects. The Mill District is in a qualifying NMTC census tract as shown in ***Figure 93*** based on the 2010 Census. Employment Campus and Community Activity Corridor are better suited for NMTC program. The program is especially focused on job creation, job training and community benefit, so it would be ideal for a catalyst project that promotes the innovation economy.

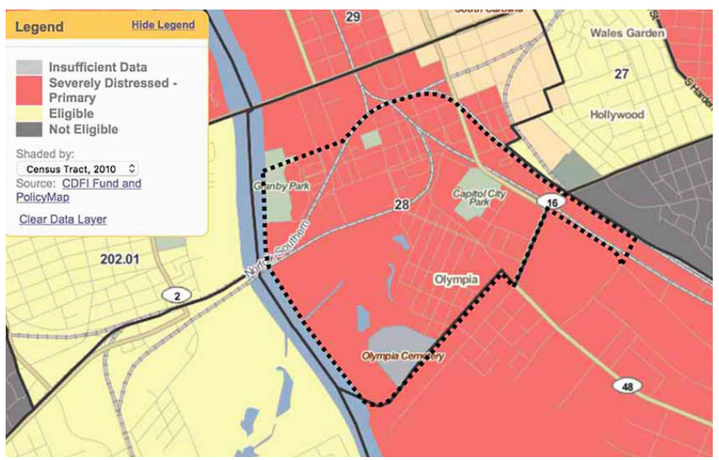

Figure 93: New Market Tax Credits Program Eligibility and Severely Distressed Status for CY 2015 (Novogradic, 2017)

HISTORIC TAX CREDITS: 20% FEDERAL CREDIT AND 10% STATE CREDIT FOR INCOME PRODUCING PROPERTIES

Historic tax credits provide a powerful incentive for the rehabilitation of historic buildings. In South Carolina, in addition to the 20% federal credit, there is a 10% state tax credit. These credits are calculated based on the value of qualified rehabilitation expenses (QRE) of a project. QREs do not include the property acquisition cost. In order to qualify for historic tax credits, a property must be listed on the National Register of Historic Places. This program is geared specifically towards income-producing, or commercial, projects. For residential homeowners, a separate 25% state credit program is available (see subsequent section in this document).

APPLICATION TO CAPITAL CITY MILL DISTRICT

Historic tax credits are available for qualifying buildings within the Mill District. The developers of the Granby and Olympia Mills and 701 Whaley utilized tax credits to offset costs associated with their historic rehabilitations. The use of Federal Historic Tax Credits will be most applicable to the remaining historic commercial buildings (Palmetto Cotton Mill, Capital City Mill, Olympia Union Hall) since they are the only ones available for commercial projects. Olympia Union Hall was recently listed on the National Register of Historic Places.

25% STATE HISTORIC HOMEOWNERS CREDIT

This tax credit is available to homeowners who rehabilitate a home listed on the National Register or determined by the State Historic Preservation Office (SHPO) to be eligible for listing. To qualify for the credit, the homeowner must own and live in a portion of the building being rehabilitated. Further, the homeowner must seek approval from SHPO that the work will follow the Secretary of the Interior's Standards for Rehabilitation.

APPLICATION TO CAPITAL CITY MILL DISTRICT

The 25% state tax credit for owners of historic homes is an ideal tool for preserving historic homes in the Mill District and promoting homeownership, a key goal for stakeholders. The Granby neighborhood is listed on the National Register of Historic Places, which potentially makes contributing structures within the National Register District eligible for the credit.

10% FEDERAL CREDIT

There is a lesser known Federal credit for older buildings that are not listed on the National Register of Historic Places. This credit is available for buildings built before 1936. There is no formal review process, but owners must preserve 50% of the building's external walls as existing walls. At least 75% of the external walls must be preserved as either internal or external walls and at least 75% of the internal structure must be preserved to qualify. The owner may take 10% of the total qualifying rehabilitation costs as a tax credit. In order to be eligible for this credit, the building must be rehabilitated for commercial use.

APPLICATION TO CAPITAL CITY MILL DISTRICT

This credit may be particularly applicable to small rehabilitation projects for neighborhood retail and office spaces. The credit is relatively easy to plan for and use making it an attractive incentive for a small business owner.

SOUTH CAROLINA ABANDONED BUILDINGS REVITALIZATION TAX ACT

The Abandoned Building Revitalization Act, which sunsets in 2019, is geared towards incentivizing the reuse and rehabilitation of existing, commercial vacant buildings. Qualifying buildings do not have to be historically significant, but must be at least 66% vacant for the previous 5 year period. The incentive benefits owners by providing a tax credit equal to 25% of the total amount invested.

This program is relatively easy to use and is applicable to any commercial project that involves the reuse of a vacant building. It allows for a tax credit which may be used to benefit a small business owner or developer reusing a vacant commercial building, inclusive of the large historic mill buildings remaining in the Mill District.

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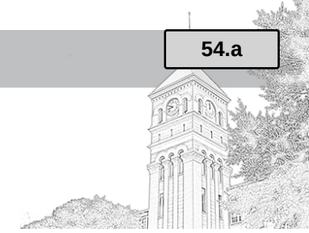

IMPLEMENTATION

POTENTIAL INCENTIVES AND FINANCING TOOLS

SOUTH CAROLINA TEXTILE COMMUNITIES REVITALIZATION ACT (MILL CREDIT)

The mill credit provides a tax credit in the amount of 25% of the total qualifying rehabilitation expenses for the redevelopment of former textile mills. This is a powerful tool for redevelopment and was successfully used to help finance the Granby and Olympia Mill buildings. Mill buildings do not have to be historically designated to qualify for the Mill Credit. However, for qualifying buildings, historic tax credits can be used in conjunction with the mill credits.

APPLICATION TO CAPITAL CITY MILL DISTRICT

The mill credit is a very specific credit that would have a limited ability for implementation in the CCMD. Also, the specific uses within the mill must meet the requirements set forth in the statute. The Palmetto Cotton Mill and the Capital City Mill—both in the Assembly Street corridor—are the only mills that appear not to have been renovated. Due to the complexity of reusing a former mill building, there are a limited number of developers and owners who are involved in this type of work.

THE BAILEY BILL

The Bailey Bill is a state law passed by the SC legislature in 1992 that allows local governments to grant special tax assessments to rehabilitated historic properties. The Bailey Bill allows the local tax authority to assess property on the pre-rehabilitation fair market value for twenty years. This means the owner of a historic structure continues to pay property tax based on the pre-rehabilitation value of the property, but does not pay tax for 20 years on any increase in value due to renovations. The City of Columbia and Richland County have both adopted ordinances to administer the Bailey Bill locally that allow historic buildings to be assessed at their pre-rehabilitation values for 20 years, granted at least 20% of the building's value is expended on eligible renovations. Depending on where the property is located, interested property owners should contact the City of Columbia's Planning Division or the Richland County Conservation Office prior to beginning work in order to learn whether they may benefit from this abatement program.

RICHLAND COUNTY HOMEOWNERSHIP ASSISTANCE PROGRAM

The goal of the Richland County Homeownership Assistance Program (RCHAP) is to provide down payment and closing cost assistance to make homeownership possible in unincorporated Richland County. To receive an application of assistance, an individual or family must attend an orientation.

APPLICATION TO CAPITAL CITY MILL DISTRICT

Richland County Community Development, RCHAP program's priority is to make homeownership opportunities available to low-to moderate income households. The assistance is given in the form of forgivable loans of up to $10,000 to be applied to down-payment and/or closing costs for the purchase of single-family dwelling. In order to qualify applicants must meet the following criteria:

- Must be a resident of South Carolina
- Must be qualified as a household of low to moderate income (per HUD income limits)
- Cannot have a contract on a house until after completing program requirements

Eligible properties must be a single-family detached dwelling located in the unincorporated area of Richland County, must be built after 1978, and each property must be able to pass a rigorous inspection that will guarantee the home is livable, safe and does not require immediate repair.

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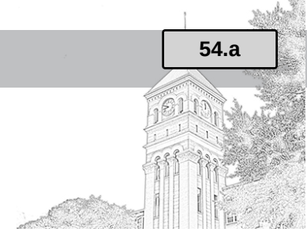

RICHLAND COUNTY HISTORIC PRESERVATION GRANTS

The Richland County Conservation Commission Historic Preservation Grant Program helps non-profit organizations, governmental agencies, institutions, and commercial entities preserve and protect historic buildings in Richland County. Historic Preservation Grants are available up to $50,000 and may be used for preservation/restoration costs, consultant fees, or educational programs. A match of 20% is required. All projects must demonstrate a clear public benefit.

To be eligible to receive Historic Preservation Grant funding, a building or site must first be determined to be historically significant. The application must be submitted to, and approved by, the Richland County Conservation Commission before a grant application can be considered.

RICHLAND COUNTY COMMUNITY CONSERVATION GRANTS

The Richland County Conservation Commission provides a Community Conservation grant program for neighborhood groups, organizations, and agencies to protect natural resources, improve water quality, and enhance active living through trails. Innovative solutions such as low impact development or green infrastructure activities are eligible as are educational programs that promote conservation and environmental awareness in Richland County.

Grants are available up to $20,000 and require a 20% in-kind and cash match. All projects must demonstrate a clear public benefit. Funding is determined through an application and selection process.

RICHLAND COUNTY HOMEOWNERSHIP REHABILITATION PROGRAM

Richland County Community Development assists lower income homeowners through the rehabilitation of their existing homes for the purpose of meeting County code and addressing current and potential health and safety items.

Participants must be qualified as a household of low to moderate income (Richland County must use HUD's income limits which defines low to moderate income as 80% of the area median income with adjustments for household size). Annual income is subject to verification using the Part 5 Annual Income definition. The home must be their primary place of residence for at least one year. Property must be located in an unincorporated area of Richland County. Funding is determined by applicant's eligibility and program requirements.

RICHLAND COUNTY NEIGHBORHOOD MATCHING GRANT

The Neighborhood Improvement Program annually awards grant funding to neighborhood-based organizations for projects that physically improve or organizationally strengthen their community. Public safety, education, and recreational initiatives are eligible grant projects that are typically arranged as neighborhood entrance signs, community flyers and community festivals. Any neighborhood-based organization located in Richland County may apply if they meet eligibility guidelines. Awarded grant funds must be matched with contributions of volunteer time, cash, or in-kind donations of professional services that are at least equal to the total amount of funds requested. Funding is determined through an application and selection process.

CITY OF COLUMBIA HOUSING LOAN PROGRAMS

To further encourage homeownership, the City's Housing Department restructured existing programs and created new ones resulting in six categories of housing options for purchase, purchase/rehabilitation, new construction, and home improvements within the municipal limits. Programs can be used to provide downpayment assistance for eligible buyers through low-interest loans. Loans are available for targeted areas as well as for targeted income brackets. In targeted areas, funds for rehabilitation may be available. Interested parties should contact the City of Columbia Community Development Department for information about current and ongoing programs.

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APPENDICES

PUBLIC INPUT SUMMARY
APRIL 15, 2017 | OLYMPIA FEST SURVEY
APRIL 26-28, 2017 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF
JUNE 29, 2016 | VISUAL PREFERENCE SURVEY
OCTOBER 5, 2016 | PUBLIC MEETING
NOVEMBER 30, 2016 | PUBLIC MEETING
JANUARY 11, 2017 |WHALEY NEIGHBORHOOD MEETING
SPRING 2017 | PAC MEETINGS
AUGUST 17, 2017 | PUBLIC PRESENTATION
DEVELOPMENT TYPES / BUILDING TYPES MATRIX FOR UCMR-3
GLOSSARY OF TERMS
TABLE OF FIGURES
REFERENCES

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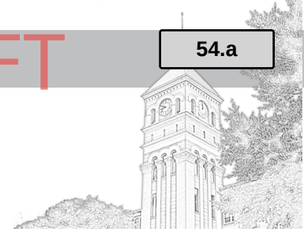

PUBLIC INPUT SUMMARY

APRIL 15, 2016 | OLYMPIA FEST SURVEY

Members of the planning team hosted a tent during Olympia Fest in order to introduce the project to the community and to conduct a brief survey of those attending the festival. The passion for the community was evident, and those visiting for the first time were very intrigued about the Mill District's history. There was wide-spread excitement for future possibilities.

Surveys taken at Olympia Fest asked **102 respondents** a series of questions on the following pages. For the purposes of this data summary, respondents were broken into three categories based upon their answer to the first question, which stipulated their relationship to the Mill District. Respondents were categorized by whether they were **first time visitors, frequent visitors or residents**. Each group received the same survey and same set of questions.

Responses from **27 First Time Visitors** are as follows:

HOW FREQUENTLY DO YOU VISIT THE CAPITAL MILL DISTRICT?

	RESPONSE
27	Once a year for the festival
0	A few times a year
0	A few times a month
0	A few times a week
0	I live there

GREATEST ASSET IN THE MILL DISTRICT?

	RESPONSE
2	The historic aspect
1	Reconstruction simply beautiful
1	Mill building
1	Store
3	Park
1	701 Whaley
2	Quarry Crusher Run
1	Festivals
1	Quaint atmosphere
1	Traffic bypass from Assembly Street
1	Rock Quarry
1	Art gallery

WHERE IS THE CENTER OF THE MILL DISTRICT?

	RESPONSE
1	Park
3	Mills Apartments
2	701 Whaley
1	Where the USC apartments are
1	Beginning of quarry
2	Mills
1	Granby Mills

GREATEST CHALLENGE TO LIVING, WORKING OR VISITING THE MILL DISTRICT?

	RESPONSE
8	Traffic
3	Parking
3	Trains/Railroads
1	Old historic sites
1	Parking for guests
1	Location, no focus/attactions

ARE THERE ANY ROADWAYS YOU TRY TO AVOID DUE TO TRAFFIC OR CONGESTION?

	RESPONSE
3	Olympia Avenue/Wayne Street
8	Assembly Street
2	Whaley Street
2	Bluff Road
7	Huger Street
1	Rosewood Avenue
2	Heyward Street
9	Railroad tracks
0	Shop Road
0	None

WHAT DO YOU WANT TO DO IN THE MILL DISTRICT?

	RESPONSE
1	More parking
1	More concerts
2	Restaurants
1	Outdoor dining
1	Grocery store
1	More bars
1	Music venues
1	More venues like 701
1	More parks
1	Alternative route to make game day more successful
1	Better parking
1	More accommodating to guests
1	More festivals
1	Be an arts district on a select day each week

OTHER COMMENTS:

	RESPONSE
1	Just moved to Columbia, enjoyed the festival

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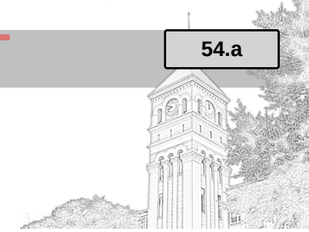

PUBLIC INPUT SUMMARY

APRIL 15, 2016 | OLYMPIA FEST SURVEY

Responses from **38 Frequent Visitors** are as follows:

HOW FREQUENTLY DO YOU VISIT THE CAPITAL MILL DISTRICT?

	RESPONSE
24	Once a year for the festival
10	A few times a year
4	A few times a month
0	A few times a week
0	I live there

WHERE IS THE CENTER OF THE MILL DISTRICT?

	RESPONSE
1	Wayne Street
7	Olympia Mill
2	Jaco's Corner
8	Whaley Street
5	The mill
1	701
1	Granby Mill
1	Kentucky Street
1	Tailgating

GREATEST CHALLENGE TO LIVING, WORKING OR VISITING THE MILL DISTRICT?

	RESPONSE
10	Traffic
5	Parking
1	Mixture of college students with residents
1	Dog ownership
5	Trains
1	No grocery store
1	No turn on red lights
1	Pedestrian safety
1	Quarry

GREATEST ASSET IN THE MILL DISTRICT?

	RESPONSE
1	My Church
3	Vulcan Quarry
1	The Quarry Run
1	Schools
1	Olympia Park
2	The community
1	Williams Brice
1	History alive
6	701 Whaley
1	It's local
1	The people
1	White Duck taco
1	Community tries their best to involve all aspects of community
6	Old buildings, history
1	Cool vibe
1	Pod
2	Diversity
1	Baseball Stadium
1	Olympia Pool
2	Mills
1	Museum
1	Affordable Housing
1	Southside Baptist
1	Location
2	Walkability
1	Near stadium
1	Restaurants

ARE THERE ANY ROADWAYS YOU TRY TO AVOID DUE TO TRAFFIC OR CONGESTION?

	RESPONSE
8	Olympia Avenue/Wayne Street
8	Assembly Street
7	Whaley Street
1	Bluff Road
5	Huger Street
1	Rosewood Avenue
1	Heyward Street
19	Railroad tracks
0	Shop Road
0	None

WHAT DO YOU WANT TO DO IN THE MILL DISTRICT?

	RESPONSE
1	More family events
2	Restaurants
1	Tonight we wish for dessert
1	More dining
1	More homes
1	More unique eateries
1	More art
1	More parking
1	Bars
1	Mixed-use residential (walkable to restaurants)
1	Better guest parking
2	Chick-Fil-A
1	Dave & Busters
1	A way around game day traffic
1	Pedestrian friendly community
1	Old buildings
1	Finish 701
1	A pool and a gym
1	More events
1	Intact neighborhood
1	A grocery store

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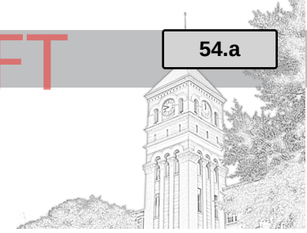

PUBLIC INPUT SUMMARY

APRIL 15, 2016 | OLYMPIA FEST SURVEY

Responses from **37 Residents** are as follows:

HOW FREQUENTLY DO YOU VISIT THE CAPITAL MILL DISTRICT?

	RESPONSE
0	Once a year for the festival
0	A few times a year
0	A few times a month
1	A few times a week
36	I live there

GREATEST ASSET IN THE MILL DISTRICT?

	RESPONSE
9	Its people
10	Proximity to USC/city
2	History
5	Landscape/character
1	Richard Burts
1	New development
3	Vulcan
1	None
2	the "District" vibe, different

WHERE IS THE CENTER OF THE MILL DISTRICT?

	RESPONSE
5	701 Whaley Street
13	Olympia Mills/Mills
1	Heyward & Whaley Street
2	Heyward & Wayne
1	The Shiv Market
1	The Vista
4	Wayne & Whaley
1	Assembly
1	612 Whaley Street

GREATEST CHALLENGE TO LIVING, WORKING OR VISITING THE MILL DISTRICT?

	RESPONSE
14	Traffic
2	Transportation, Roads (potholes)
8	Trains
1	Noise, Speeding
1	None
1	Non-resident ownership
6	Football games
1	Lack of pedestrian pathways
2	Frats/Frat "boys" (parties)
2	Jurisdiction/enforcement
1	One way streets
1	No police
3	Limited parking

ARE THERE ANY ROADWAYS YOU TRY TO AVOID DUE TO TRAFFIC OR CONGESTION?

	RESPONSE
5	Olympia Avenue/Wayne Street
6	Assembly Street
7	Whaley Street
4	Bluff Road
7	Huger Street
2	Rosewood Avenue
1	Heyward Street
16	Railroad tracks
1	Shop Road
1	None

WHAT DO YOU WANT TO DO IN THE MILL DISTRICT?

	RESPONSE
2	We need sidewalks along the avenue
1	A better shopping district
7	More restaurants
1	More living places for students
1	Better, more modes of transportation
1	Contemporary infrastructure
1	Preservation of history
6	More home ownership, less rent
4	Clean up properties
5	More, complete development
2	Finish the Olympia park
1	More concerts
1	Parks
2	More parking
1	More enforcement, rules

OTHER COMMENTS:

	RESPONSE
	Don't change the look/function of Olympia Avenue
	Too many "slum lords"-USC needs to address
	Game day traffic needs better oversight/planning
	Need a committee to take charge of jurisdiction/home code enforcement
	Needs equal development of working class areas as opposed to the wants of USC and HOA
	Need an established community association
	An alternative route to avoid Assembly Street traffic/trains
	Keep the area beautiful; don't change character
	Need a train trestle over Huger Street
	Need police, other support services
	More benches
	Pedestrian connectivity throughout the district

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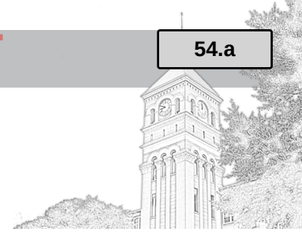

PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

The planning process kicked-off on April 26-28, 2016 with a series of public meetings and focus groups with community stakeholders. The ideas, concerns, and discussions from these meetings formed the foundation for the vision and the recommendations of this plan. Each participant brought a unique perspective that was important to understanding the Mill District and to seeing the potential.

PAC WORKSHOP | APRIL 26, 2016

Prior to the public meetings and focus groups, the PAC and the planning team toured the entire Mill District by bus and on foot in order to experience the places, challenges and potential through the perspective of those who live and work in the Mill District. Following the tour, the group participated in a workshop to begin to define the challenges and to lay the issues on the table for further exploration. A summary of the key issues from the PAC follows below.

HISTORIC RESOURCES

- Need to understand what resources are available through the Historic Columbia Foundation (HCF) to incorporate cultural and historical, exterior wayside signage into the District. This will add "soul" to the community.
- The HCF is developing a historic walking tour for Columbia, but Olympia, Whaley and Granby are not included. They potentially could be added. HCF can be a resource for the Mill Museum.
- The Olympia inventory of historic structures has remained mostly stable with more change in certain areas than in others. This makes it hard to comply with requirements to make this a contributing community. Perhaps there are certain structures that could meet the requirements, such as Shotgun, L shape and two-up two-down styles.

DEVELOPMENT

- Going forward all commercial or multi-family development should be mixed use.
- Currently the unincorporated area of Richland County is assigned a future land use of high-density residential. This needs to be re-visited going forward for better planning, design and enforcement on whether development is multi-family or low-density. The Mill District cannot continue to lose single-family homes to commercial development and or student housing.
- Need more owner occupied homes. There are various block grants or other programs that could spark interest (i.e. tax incentives for rehabilitation, preservation etc.).
- WHAT IS MISSING? Variety of dining options, coffee shops, laundromat, movie theatre; pedestrian walkways and greenways; setback enforcement

THE FLYOVER

- The most destructive thing that could happen to the area is a high-way (flyover) that divides the community.
- What are the options of flyover directing traffic over to Catawba?

TRAFFIC CHALLENGES

- A lot of the current problems are solvable by alternative transportation modes and routes; signalized intersections, and enforcement.
- Big concerns regarding EMS reaction time, especially during games. Having shuttles would be a great thing because shutting down the avenues for hours at a time is dangerous and results in access issues.
- Case studies to look at for good models of University districts are GA and FSU; USC/Comet need much more coordination and work together

THE TRAINS

- Need to avoid barriers of train crossovers to avoid further traffic issues.
- Could we relocate the railroads and use the existing location as a ROW?
- There has to be a way to stop the railroad standstill across major arteries. There are just too many unsignalized intersections.
- Railroads and poorly managed traffic are having a very negative impact and killing the vitality of the neighborhoods. These are major impediments to future growth and improvement.

ALTERNATIVE TRANSPORTATION

- Vision: Connectivity – the Mill District should be the most walkable and connected community, which will be possible through greenways. Non-vehicular connectivity is needed where it is sensible and connects assets.
- It will be very important to look at all the various ways to move traffic: re-routing, railroad consolidation, traffic signal timing, etc.
- Are we on the cusp of a major culture shift away from cars? Do we being to require permits for a single car or space or single lot in order to entice people to use public and University alternative modes of transportation?
- Huger Street needs sidewalks.

MILL DISTRICT GOVERNANCE

- Tree preservation and a tree inventory are critical to the creation and maintenance of greenspaces and the watershed.
- There needs to be much more enforcement of codes and regulations that address property maintenance and behavior, particularly on game days with massive amounts of people who descend on the Mill District; however, there is a lack of County personnel to enforce. Is annexation the answer? Property owners need to be held liable for infractions.
- The Mill District is an urbanized area with a split jurisdiction between the City of Columbia and Richland County. Clear, uniform district guidelines and a clear understanding of zoning impacts is needed in order to understand what is happening around the district.

VULCAN QUARRY

- There were many questions and thoughts about the future of Vulcan Quarry in the Mill District. Vulcan is an engaged corporate partner in the community and has no plans to cease its operations within the next 20-25 years. There were many ideas for the potential of the property and questions of when is the right time to plan for the future potential. Because Vulcan will remain a long-term industry in the Mill District, this plan does not address future use of the property. Instead, the Mill District leadership should continue to engage Vulcan in the implementation of the Mill District Plan.

PUBLIC MEETINGS | APRIL 27-28, 2016

The input from the two public meetings has been captured on pages 6-10 in the Introduction section. This initial input became the foundation for establishing the vision, priorities, guiding principles and goals for the Plan.

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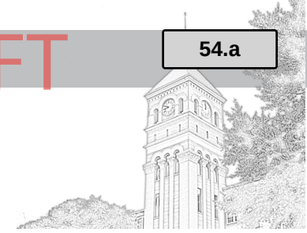

PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

SUMMARY OF STAKEHOLDER FOCUS GROUP MEETINGS | APRIL 27-28, 2016

Key stakeholders were invited to participate in focus groups in order to provide important information on specific topics, which are listed below. The comments from each focus group were instrumental to understanding the current environment and to imagining the possibilities. A common thread through all of the focus groups was a desire to preserve the character of the Mill District and to tap into its potential. All consider the Mill District an invaluable asset to the Midlands. The focus group findings are summarized on the following pages.

- Conservation, Greenways and Parks;
- Cultural Community;
- Transportation;
- USC and Parking;
- Neighborhood Residents;
- Property and Business Owners;
- Richland County School District One; and
- City and County Departments

CONSERVATION, GREENWAYS AND PARKS

The Rocky Branch Watershed Assessment is evaluating flood-prone areas and researching opportunities for improving water quality and the watershed as well as the development of greenways from the former Bombers ballpark to Olympia Park.

- Greenways, such as the Rocky Branch Greenway, are highly desired for connectivity and for repairing and improving water quality.
- Sidewalks and greenways are needed to connect residents and visitors to commerce, parks, homes, the Congaree River, cultural assets within the Mill District and to the larger community. Sidewalks will help activate spaces, creating more vibrant and safer places.
- There are numerous vacant or abandoned lots that would be ideal for playgrounds, community gardens and other parks to elevate the quality of life. Small, pocket parks would be great as density grows and can provide respite from heat and places for the community to gather. The City and County should explore acquisition of these lots for the community benefit. Owens Field is a successful example of City/County coordination and the park structure desired.
- The former Capital City stadium site and the quarry are integral to future development. Both sites provide opportunities for creating new greenways that link the entire district (from the city to the river), for improving watershed issues and for attracting development that will elevate economic development and enhance the mill village character.
- New development should propel the vision of the Mill District: connectivity (required sidewalks, bike infrastructure, connection to greenways and parks, etc.), low impact on watershed, preservation of trees and neighborhood character. New development should positively impact established neighborhoods.
- Restoration or redevelopment of the berm is very important to the health and function of the watershed and flood management as well as for providing pedestrian connectivity from the neighborhoods to businesses along the Assembly Street Corridor. Benches along the berm can make it more of a destination and provide nice seating areas along the path.
- Assembly Street needs a comprehensive, linear plan that illustrates development opportunities, creates a gateway into the City and manages long-term traffic needs.
- Create an urban forest in the Mill District.
- Encourage multi-use developments that provide live, work, play opportunities.
- The Jordan Memorial Boat Ramp, Olympia Park, Three Rivers Greenway, Olympia School baseball field, Pacific Park, and Granby Park are wonderful assets that can be improved and connected in order to provide more access to nature and recreation.

CULTURAL COMMUNITY

History

- What is so unique is that people from here hang onto their deep roots and find their identity in this district. Historically, those from the mill village had an 'outsiders' stigma and were known as "lint heads." However, people are looking for inclusivity now and want to capture, know and share the rich history of the village. Change is happening all around, so the stories need to be captured.
- The Olympia-Granby Mill Village Museum has been created to capture and share the history and is supported by many people with deep roots.
- There are opportunities with Historic Columbia Foundation (HCF) to provide resources for education, advocacy, and advising on exhibit development, virtual advertising and tours online.

The Arts

- 701 Center for Contemporary Art has propelled the Mill District to one of the premiere arts destinations in the Midlands, perhaps the state, and has broadened the definition of the arts. The Mill District has been home to a group of artists over the decades due to low rents and acceptance of an arts culture. Residents would like to see the arts community grow (more galleries and affordable studios for artists), building on the success of 701 CCA and engaging more children and visitors. In addition to 701 CCA, Grow Café is currently an art studio.

Imagine Mill Di

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PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

Neighborhood Culture

The Mill District is home to numerous and very active community organizations. The organizations include the following.

- Olympia Granby Historical Foundation
- Olympia Cemetery Association
- Olympia School Reunion (holds a reunion every 3 years; 1926 first graduating class; 1970 last class before turned into a Middle School)
- We Are Olympia
- The Whaley Street Neighborhood Organization
- The Olympia Residents Council
- Columbia Council of Neighborhoods
- Olympia Community Education Foundation
- The churches
- 701 Center for Contemporary Art
- Sustainable Midlands

- This is a blue collar area. How can this culture be embraced, captured, maintained and branded in order to celebrate the history while envisioning the future? Who represents the future of the area: young families, retirees, young professionals, artists, students, and faculty? These all represent the future and have different needs but are all looking for the same quality of life.
- Currently, the Mill District is perceived as a low income, student infiltrated area with a lot of old school people who are entrenched in how things used to be. The community is held 'hostage' during game days and has a reputation of ill-behaved student parties with little enforcement. The reality can be a vibrant district with unique, affordable housing that is highly accessible to USC and downtown Columbia that offers fresh live, work, play opportunities. The Mill District can become a great example of well-managed, equitable governance and the beneficial transitioning and mixing of generations (such as Earlewood).
- There are many dedicated and engaged resident leaders who carry the torch for the Mill District. One concern is who will pick up this torch when these current leaders leave or step aside. Attracting young families into the Mill District will help engage a new generation.

TRANSPORTATION

Major Transportation Challenges

- Traffic
- Lack of alternatives to auto travel
- Railroad traffic

Projects Underway in/near the area

- Bluff Road from Rosewood to South Beltline – currently in design
  - Adjacent to the Fairgrounds
    - 5 lane cross section (center turn lane)
    - Underground utilities
    - 8' sidewalk against the curb and 10' multiuse path with a 3' buffer
    - No planned improvements by the stadium
  - Past the stadium to South Beltline
    - 5 lane cross section (center turn lane)
    - 8' multiuse path on both sides with 3-5' buffer
- Shop Road from George Rogers to South Beltline
  - 5 lane cross section (center turn lane)
  - Curb and gutter and sidewalks
  - Intersection improvement at George Rogers and Assembly
- Assembly Street sidewalk and bicycle/pedestrian improvements
  - Project just underway with public involvement
  - Coordinating with the developer of the Capital City Ballpark redevelopment site. Timing of the development and the project scope are a key element.
- Rocky Branch Greenway is on the list but not yet started

General Discussion

- Development has impacts on mobility and the need for alternative transportation options.
- Alternative transportation options need to be considered as part of the development process as activity centers and destinations are implemented.
- The Walk Bike Columbia Plan was adopted in 2015 and has a list of projects, which includes the Rocky Branch Greenway.
- The Metropolitan Planning Organization (MPO) uses the Transportation Alternatives Program for funding bicycle/pedestrian projects. These projects are identified by a local sponsor and application for funding is submitted.
- The train schedules seem to be uncoordinated and are not published; however, the trips to the inland port in Greer from Charleston may provide some indication of schedules, particularly in increased number of trips.
- A major need for the area is the connectivity to other areas of the City and downtown with bicycle and pedestrian facilities.
- Without these mobility options, the Capital City Mill District will continue to be an isolated district.

USC AND PARKING

The Capital City Mill District is a tremendous resource for USC, yet perceptions, the physical environment, and a lack of coordination seem to prevent a robust and mutually beneficial relationship that could foster a connected community and leverage resources. USC's student enrollment growth has spawned a new paradigm in student housing, parking, and student services. USC prefers students live on campus or within walking distance and would like to have an inventory of affordable housing near campus for faculty that meets their needs. USC parking plans and policies focus intentionally on providing parking on the periphery of campus in order to make campus more pedestrian.

Students and faculty prefer to live close to campus in affordable, quality housing that is within walking distance of classes, places to eat, shop, meet friends and to enjoy the outdoors.

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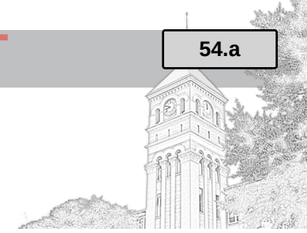

PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

Being on the periphery of campus, the Mill District is experiencing increasing pressure from USC growth with more and more students moving into its neighborhoods. This presents several challenges.

- Mill District residents are concerned about unmanaged student behavior, particularly on football game weekends and in rental houses that become de facto party houses.
- The perception of the Mill District as a cheap place to live for students impacts the quality of life for home owners and families.
- The number of train tracks is a deterrent to vibrant and desirable development and creates daily safety challenges for students, particularly walking from the Greek Village to campus and crossing Assembly Street.

However, now is the time for USC and the Mill District to create new partnerships that will improve perceptions, property values, connectivity, quality of life, and housing and economic development. A few ideas follow.

- Improve the collaboration (planning and services) between USC, the COMET and neighborhoods.
- Improve safe pedestrian access (sidewalks) from the Athletics Village to the stadium.
- Work collaboratively to implement changes to the rail lines through the Mill District (rail consolidation) in order to improve pedestrian safety, improve traffic flows, improve connectivity, elevate the opportunities for appropriate corridor development (land availability, desirable location, mixed-use to support academic, entrepreneurial, tech, maker and creative jobs).
- Improve coordination, reinforcement and enforcement between USC Student Affairs and Campus Safety and the City and County in order to manage student behavior.
- Educate the public on City and County regulations and standards.
- Harness and elevate the economic potential of 150+ employees at the USC Incubator and hundreds of USC faculty working within walking distance of the Mill District by providing attractive homes for entrepreneurs and faculty, places to eat, get coffee, ways to connect with nature and friends, participate in cultural events.

NEIGHBORHOOD RESIDENTS

Mill District residents, whether long-time or new, care deeply about improving three major elements: 1) livability, 2) connectivity and transportation; and 3) governance and infrastructure. Each element impacts the quality of living in the Mill District and the ability of the Mill District to attract new residents, businesses and cultural offerings.

Livability

Existing challenges to livability include:

- management of student behavior
- completing the Three Rivers and Rocky Branch greenways with a network of connections (paths, greenspace, parks) within the Mill District
- employment opportunities, service and retail providers, and mixed-use development for live, work, play in the Mill District
- striking a balance between development density and appropriate planning for infrastructure
- lack of a neighborhood elementary school, which will encourage home ownership
- lack of home and tree inventories, which can positively influence development

There is, however, a strong commitment to preserving and building on the foundations of the Mill District's history and culture as well as strong civic engagement and support for revitalization among residents.

Connectivity and Transportation

The Mill District is plagued by poorly managed traffic – general traffic, game day, industrial and rail. The daily trains create frequent dead ends and unsafe pedestrian crossings. Game day traffic and parking negatively impact life for those who live in the Mill District. A lack of safe and accessible pedestrian, bicycle and public transportation infrastructure diminishes connectivity. Residents are concerned about the proposed flyover from Huger Street and the possible widening of Olympia Avenue needed for the flyover landing and connection to Rosewood Drive.

Residents want a comprehensive strategy and coordinated approach between the City, County, SCDOT, CSX and Norfolk Southern for managing traffic and creating a multi-modal infrastructure framework that will improve connectivity and make the Mill District a place, not a pass-through.

Governance and Infrastructure

Many of the challenges within the Mill District can be defined by a lack of uniformity of regulations and standards between the City and County. Issues such as absentee landlords, property maintenance, design and development standards and how these are enforced can change from one block or property to the next. This does not foster commitment to the community good among property owners. Residents would like to have uniform policies and regulations throughout the Mill District. This will elevate property values and attract more families and appropriate businesses. In addition, this can address concerns and ideas for improving the EMS/fire and public safety facilities and services within the Mill District.

Opportunities and Assets

701 Whaley was a rallying point for the Mill District community and has been a catalyst for revitalization, innovation, and creativity ever since it was renovated and reopened for business. 701 Whaley is the community center – literally and figuratively. It has inspired other development and will continue to be a critical asset for new development.

The Mill District is strategically and advantageously located to become one of the most vibrant areas in the Midlands. Positioned between USC and the Congaree River with direct access to the Three Rivers Greenway, downtown Columbia, the Vista, Innovista, and basic municipal services, this should be the "it" neighborhood for young families, young professionals, empty nesters, and others who want an urban yet close to nature life style.

The culture of the community is authentic and unique. With three neighborhoods defined by distinct architectural character and histories, a burgeoning creative community, and continued commitment to preservation due to active and engaged community members, the Capital City Mill District is poised to take advantage of tax credits and grant programs for financing and investment for redevelopment, which will spur infill opportunities. Being a lint head will no longer be a stigma. Being a lint head will be a cool title.

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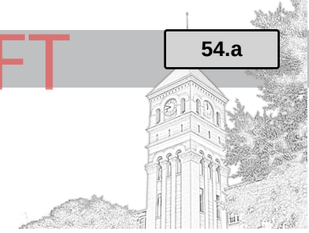

PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

PROPERTY AND BUSINESS OWNERS

Property and business owners have taken risks by investing in the Mill District. Some have been there for generations and run family businesses. Some invested due to the affordability and the off-the-beaten path nature of the area. Some understand the potential and took leaps of faith. There is a growing critical mass of businesses within the Mill District, which is beginning to pay off for these urban pioneers. They shared challenges and ideas for keeping the momentum going and are truly committed to being a part of the Mill District's future.

Challenges Facing Property and Business Owners:

- Transportation, location of rail lines, and funding
- Traffic control and volumes
- Blighted properties
- Process for reclamation: very heavy regulations, which go through SCDHEC. There is a fund in place to assist in the process. There is excitement over the opportunities.
- More clearly identified and constructed crosswalks
- Possibility of SCDOT highways being widened and run through the villages
- Keeping up with projected development density
- Stormwater collects on sidewalks in areas, detrimental to visitors and pedestrians
- Lack of parking for non-locals at restaurants and businesses

Drivers for Buying, Building and Developing in the Area:

- Potential for growth; however, the Mill District has not developed as quickly as thought.
- SCANA ownership of property
- Land use and zoning opportunities
- At the time, lack of student housing (since changed significantly)
- Developer opportunities for underserved area
- Tax credits and grants
- Real sense of place and unique character
- Undisturbed with potential to be modernized

Needs to Improve the Business and Development Environment:

- Consolidation of the rail lines on Assembly Street
- Connectivity: sidewalks to basic services, particularly across Assembly Street; safe shared paths to the Vista, student housing throughout downtown, Main Street; alternative transportation-friendly routes
- Coffee shops, grocery store and convenience areas
- Improvements to public transportation and better education of the transportation resources
- More public transportation links to downtown, Vista (USC support and coordination with COMET) with exclusive routes for students and student only pick-up locations; safety of the bus system is a huge concern among students
- More bars, restaurants, galleries and local shops to entice visitors
- Integrated connection strategy to improved river access and amenities

RICHLAND COUNTY SCHOOL DISTRICT ONE

Richland County School District One (RCSD1) owns multiple properties in the Mill District such as the Olympia School, a warehouse/operations facility, a transportation facility, and a maintenance and budget facility. RCSD1 is conducting a long-range facilities and program study that will assess the conditions of existing facilities as well as determine facilities for delivery of future curriculum.

The Olympia school will remain a training location and a possible location to centralize administrative offices. The alternative education school could possibly relocate in order to be more central to the students is serves. They do not provide transportation to Alternative Education school students, and the COMET does not serve the area at night. Most students do not have private transportation; therefore, the COMET would need to extend evening hours to serve the 120 students in the evening program. Safe Routes to School is an important program.

The transportation facility can potentially relocate to a more central location in the school district for servicing the fleet. However, they need to maintain gas operations at the existing transportation facility in order to fuel the fleet in this part of the school district. There are no plans to sell the warehouse/operations facility or maintenance and budget facility. RCSD1 understands the development potential for the property they own.

AC Moore, Rosewood, and Hand are at capacity. A new elementary school is needed for 600-700 students. AC Moore could be promoted more within the Mill District in order to attract more young families. Consider designing and promoting a safe school route from the Mill District to AC Moore.

CITY AND COUNTY DEPARTMENTS

Representatives from several City and County Departments shared their ideas and responded to questions from the residents. The majority of the discussions focused on four topics: 1) EMS; 2) Trash pick-up; 3) code enforcement; and 4) annexation. A summary of comments follows.

Public Safety

- If any construction projects are proposed, emergency services will need access (at least one way) to the neighborhood.
- There needs to be an education initiative as to why EMS must use sirens as there are lots of complaints about sirens.
- The 911 system determines the best route for emergency services so there is not a set route that can be counted on for the vehicles to take.
- The Fire Department wants to have a new building and, ideally, it would have a police and EMS substation. The best location for a new fire station would be on Assembly Street near the intersection of Assembly and Ferguson.
- Railroads are an impediment for emergency vehicles getting to the Mill District.
- The City operates the fire stations for the City and the County.
- The City has an ISO rating of 1 which puts them in the top 1% in the country. This impacts insurance by a reduction in premiums.

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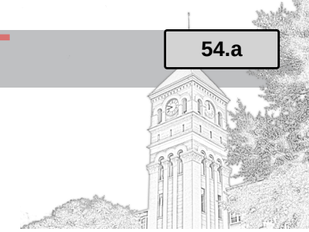

PUBLIC INPUT SUMMARY

APRIL 27-28, 2016 | CAPITAL CITY MILL DISTRICT PLANNING KICK-OFF

- The County has an ISO rating of 2 which puts them in the top 2% in the country. This impacts insurance by a reduction in premiums. The County's ISO rating is slightly lower due to some remote parts of the County that may have longer travel times to get to.
- During games the Station 2 fire truck is parked at the stadium, to provide immediate assistance to 80,000 people. Residents are concerned that this leaves the Mill District without a fire truck on game days.
- A fire truck would not be able to respond to a fire in a timely manner in the Mill District on game day due to the traffic.
- EMS has trucks at the stadium as well, but they have EMS folks on motorcycles that can get through traffic easier and would have a faster response time on game days.
- The State Fair has never been a problem for emergency services.
- Access to Mill District neighborhood streets can be a problem for public safety vehicles, especially given current on-street parking practices. During a relatively recent fire in the Mill District the fire truck had to bump a car parked on the street to move it so that they could get through to respond to the fire.

Trash Pick-up

- Cars parked on the street have never been a problem for County trash pick-up.
- Renters are not always aware of the ordinances for where roll carts are to be placed after pick-up. For the County, roll carts are required to be moved 5' beyond the curb by 7 pm on the day of trash pick-up. The 5' beyond the curb for the County is something solid waste would be open to changing.
- County Solid Waste often has enforcement folks in Olympia responding to complaints. There is a $1,092 fine for leaving roll carts on the curb in the County; however, this does not seem to be enforced often.

Code Enforcement

- The County tries to educate residents with handouts, but only where they receive complaints.
- The regulation allowing only three unrelated individuals in a house is difficult to enforce, which is problematic.
- Police should be called anytime there is a violation of ordinances (noise, parking, more than three unrelated residents living in the same house, etc.). It would be good to find out how the police rank calls about noise and parties compared to other calls for more life threatening emergencies.
- Solid Waste, police and planning all have different code enforcement officers, and they rarely talk to one another. They should have a coordinated effort.
- It is hard to cite code violations on the weekend as there is rarely anyone staffed for weekend duty. The City has a little presence on the weekend, and the County has no presence on the weekend.

Annexation

- The City has a policy that if a resident asks for and obtains the extension of City water or sewer service to their property which is located outside of municipal limits, that property must be offered for annexation if or when their property is contiguous to the current City limits. This policy was established in the 1990s. Olympia likely does not have any such covenants in place for homes that were already using City water before that time. Any new development would have signed the agreement.
- Annexation is free. Any individual resident can choose to be annexed as long as they are contiguous to the current City limits.
- If a home or neighborhood is on septic tanks, then annexation gets more complicated. Should the City choose to annex by an approved method, the City would be required to provide public sewer to the residents if they are on septic tanks. If there is not sewer in the area it can be quite expensive to install new sewer lines. If sewer lines are already in the Olympia, annexation could go smoother. This would need to be verified with the City as to where they have sewer in Olympia.

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PUBLIC INPUT SUMMARY

JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-1: 46%



Figure-2: 85%



Figure-3: 77%



Figure-4: 92%



Figure-5: 38%



Figure-6: 85%

During the June 29, 2016 Public Meeting, the planning team introduced the Priority Elements as determined through public input and research: 1) community identity and placemaking; 2) trains, trucks and traffic; 3) Rocky Branch and stormwater management; 4) greenways, bikeways and sidewalks; and 5) economic development. The team also shared additional research and initial recommendations to address each element. Following the presentation, the planning team hosted centers with illustrations and were available to participants for additional questions. A visual preference survey (VPS) was conducted on design preferences for bike and pedestrian facilities. Approximately **40 people** participated in the VPS. The results are presented on the following pages.

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PUBLIC INPUT SUMMARY

JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-7: 0%



Figure-8: 46%



Figure-9: 77%



Figure-10: 69%



Figure-11: 38%



Figure-12: 85%

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PUBLIC INPUT SUMMARY

JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-13: 100%



Figure-14: 15%



Figure-15: 46%



Figure-16: 92%



Figure-17: 92%



Figure-18: 54%

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PUBLIC INPUT SUMMARY

JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-19: 77%

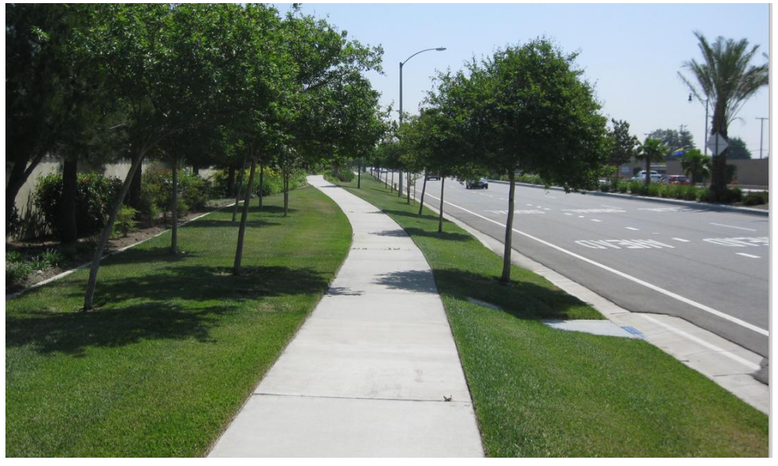

Figure-20: 85%



Figure-21: 62%



Figure-22: 54%



Figure-23: 46%



Figure-24: 100%

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PUBLIC INPUT SUMMARY

JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-25: 77%



Figure-26: 85%



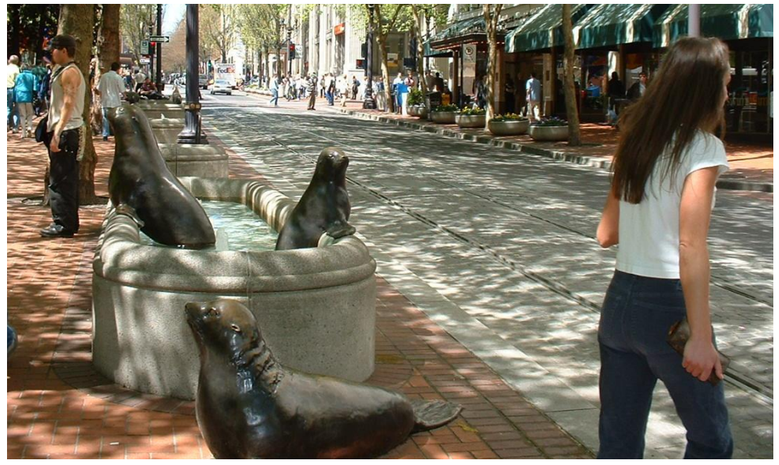
Figure-27: 46%



Figure-28: 85%



Figure-29: 31%



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JUNE 29, 2016 | VISUAL PREFERENCE SURVEY



Figure-31: 38%



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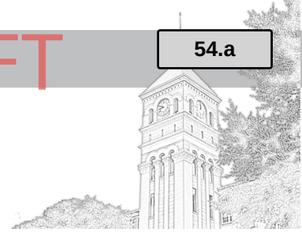

PUBLIC INPUT SUMMARY

OCTOBER 5, 2016 | PUBLIC MEETING

With the threat of Hurricane Matthew approaching, approximately **40 community members** attended the public meeting and provided comments on the proposed recommendations for rail line consolidation and the Huger Street flyover proposals, greenways and stormwater management, road improvements to accommodate bike and pedestrian facilities, and the introduction of proposed unified land use categories for the Mill District.

PRIORITIES AS DEVELOPED THROUGH PUBLIC INPUT

- Community Identity
- Placemaking
- Trains, Trucks and Traffic
- Stormwater Management
- Greenways and Sidewalks
- Economic Development
- Equitable Jurisdictional Enforcement

CONCERNS

- Trees, shrubs on avenue diagrams seem to be a safety issue – blocking views when turning onto streets

THE MOST IMPACTFUL THING TO DO NOW IS…

- Develop an MOU for the City and County coordination of land use, design guidelines, police response, enforcement of community standards and policies
- Revitalize Pacific Park
- Implement these suggestions from the PAC
- Berm greenway culvert at Olympia
- Truck traffic and traffic flow calming
- USC Traffic: both lanes of Olympia Avenue and Bluff Road … cluster mess
- Need better coordination or no through-traffic during football games
- Preservation and perpetuation of historic architectural character through new development

WHAT KIND OF AN IMPACT WILL A FLYOVER (FOR VEHICULAR TRAFFIC FROM HUGER STREET INTO THE DISTRICT) HAVE?

Alternate 1: Flyover

- There was one vote for support of a flyover as originally presented by SCDOT. Most felt this would be visually and physically disruptive to the Mill District and would require the widening of Olympia Avenue. The group was unanimously against Olympia Avenue being widened.
- A flyover would create an underside, which most do not want. This will become dead, uninviting space that will not be well-maintained. Although, one person mentioned that the underside could become a place for art and parking.

Alternate 2: Huger Street Road Diet with no Flyover

- There was some support for this alternative and curiosity about the concept. Most felt that narrowing Huger Street will do a good job of keeping traffic out and creating a more neighborhood-scaled street entry into the Mill District.

QUESTIONS ABOUT THE ALTERNATIVES

- How would trucks be rerouted and discouraged from cutting through the Mill District if there is no flyover?
- City needs to require trucks to go around the City on the I-77 bypass and to have a permit in order to enter/exit the Mill District. Can they do this and enforce?
- What is the impact of the inland port and continued increase in number of trains?

WITHIN THREE YEARS, I WANT TO DO, TO SEE, TO…

- Well-maintained properties due to joint City/County enforcement
- The donut holes closed (unincorporated areas)
- Special focus on attracting and retaining first time home buyers in the Mill District
- The greenway system completed
- Bridge on Rocky Branch Greenway
- New bridge on Bluff Road over Rocky Branch with wider areas that are mowed and maintained for pedestrians
- Kids playing ball in the streets
- Sidewalks on Olympia Avenue
- Train relief
- Neighborhood baseball field for pick-up games
- Open spaces and greenspaces linked together by a comprehensive trail and with wayfinding signage that incorporates community history (St. Aquinas Trail in Santa Clara)
- Return the former berm that protected the village along the railroad track – Huger Street ended here.
- Olympia Avenue and its medians preserved as the historic grand avenue of the Mill village. The medians were home to the streetcar lines.

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PUBLIC INPUT SUMMARY

OCTOBER 5, 2016 | PUBLIC MEETING

GREENWAYS BOARD

- Most respondents like the trail connection to the river as well as the future trail connection to the Jordan Memorial Boat landing.
- A member of the PAC commented that the developer for the Capital City Ballpark redevelopment site was planning on doing major grading work within Olympia Park and would share the plans with the team.
- All were excited about the City parcels and the proposed park next to the City Ballpark redevelopment site.
- There were many opinions about the Olympia Avenue crossing of the future Rocky Branch Greenway. Some were concerned about the at-grade crossing and would prefer the below grade crossing. There were some discussions about pushing the developer for the City Ballpark redevelopment site to show the below grade sidewalk back in their plans.



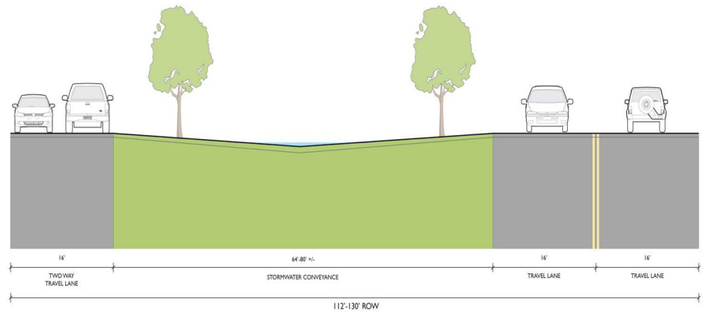
OPEN SPACE OPPORTUNITIES BOARD

- Most people were positive about the reuse of the Quarry property as a whole, and although the concepts shown were not committed to, they liked the ideas of public use of the open space.
- Most of the positive comments were for the Dog Park and new houses sites.
- The community garden idea came with a little bit apprehension from some members of the public as it had been tried before and they liked the idea however they said it need a true leader for the project to be successful.
- There was positive feedback on the proposed City addition of a pocket park at Tryon and Williams Street.

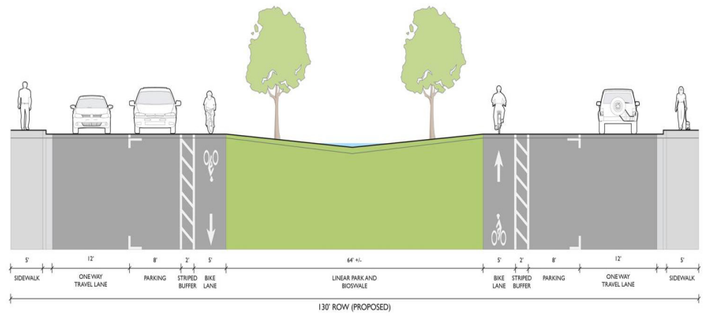


HEYWARD STREET IMPROVEMENT BOARD

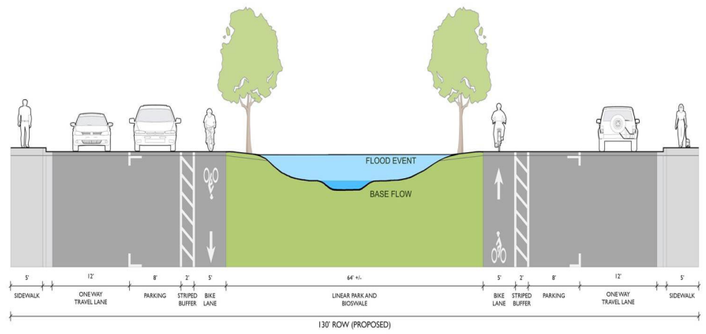
- Most comments like the opportunity for the Heyward Street greenspace to become a community park and bio-swale area
- There were positive comments about the traffic circle even if we cannot make the connection to Assembly Street. “Because it is an unsafe intersection and after Kroger it will be worse.”
- There was mostly positive comments regarding the realignment of Heyward Street with some saying “it’s been a long time coming” and “it’s never been a safe intersection.”
- There were no negative comments regarding the Heyward Street connection to Assembly Street.
- Members of the community were concerned about removing the church’s parking but after the project team demonstrated that the new parallel spaces worked and how the old road right-of-way could be converted they liked the concepts.
- The property owner of the berm, Mr. Chitwood, shared his development plans for the berm, which included large senior housing buildings with parking underneath as well as mini storage along the berm on the Olympia side of the project. He stated that he was not opposed to having the trail follow the top of the berm as his development will be there. He did state that he was ok with (giving an easement) along the north end to allow the trail to enter into Olympia park, would recommend building a bridge across Rocky Branch and then give another easement for the trail to come up through his proposed parking lot to allow the trail to continue to Old Bluff Road and the future City Ballpark redevelopment site. When asked if he would be opposed to the addition of a trail connection to the end of the berm crossing Olympia Ave and continuing throughout the project as shown on the Greenway plans, Mr. Chitwood did not see a problem with that as long as it did not interfere with his mini storage units.



HEYWARD STREET
EXISTING



HEYWARD STREET
CROSS SECTION TYPICAL



HEYWARD STREET
CROSS SECTION TYPICAL

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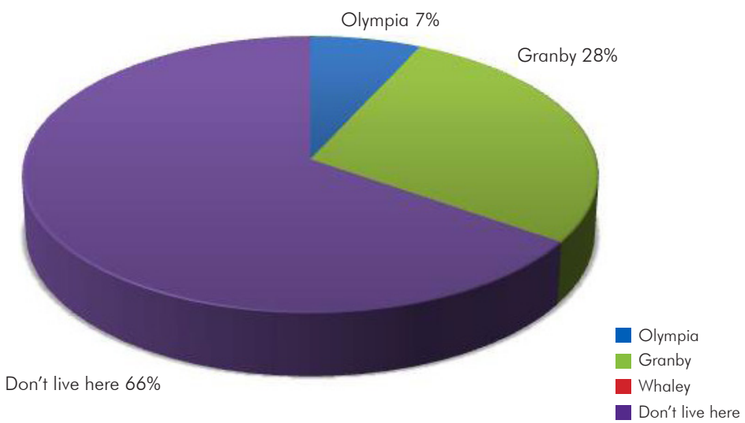
PUBLIC INPUT SUMMARY

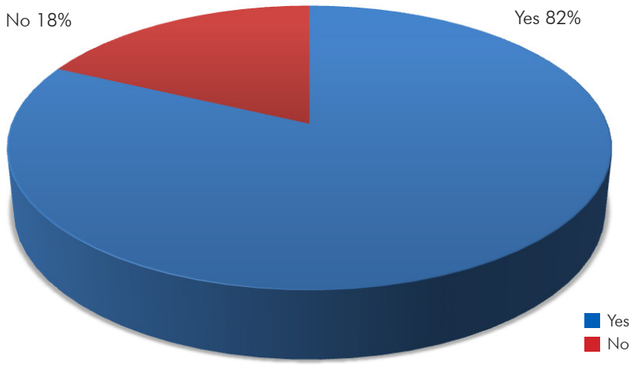
NOVEMBER 30, 2016 | PUBLIC MEETING

The planning team presented "The Big Ideas" as a framework for key implementation strategies. The Big Ideas as presented were: 1) Establish Unified Land Use Categories; Community and Economic Development; 2) Unify and Connect the District to the Greater Community; 3) Consolidate Rail Lines; and 4) Improve Stormwater Management. Key strategies, focus areas and rail/transportation options were presented and then voted on through electronic key pad polling. The responses from the 103 participants are illustrated on the following pages.

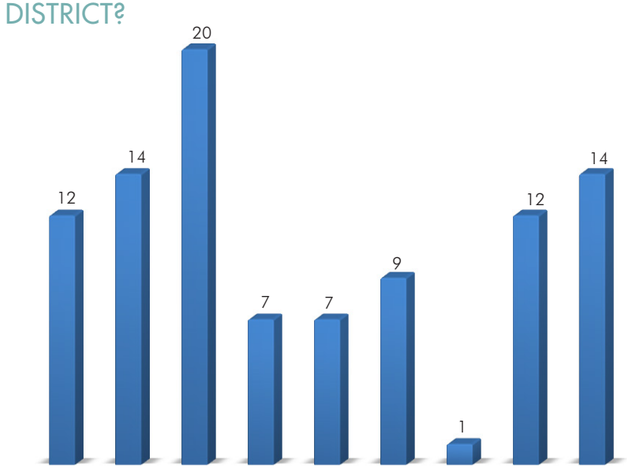
QUESTION 1: WHERE DO YOU LIVE IN THE DISTRICT?



QUESTION 2: IS THE CAPITAL CITY MILL DISTRICT THE RIGHT NAME FOR THE COMMUNITY?

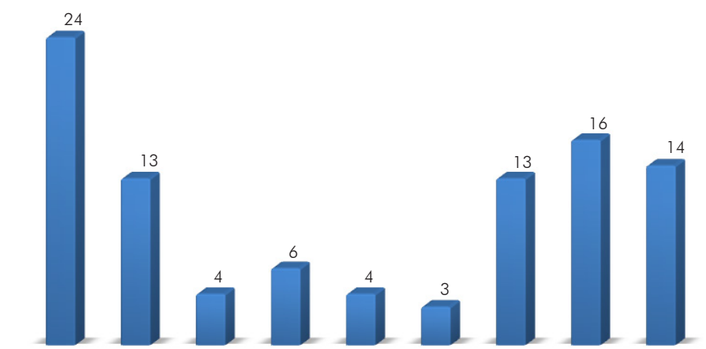


QUESTION 3: WHAT ARE THE TOP CHALLENGES IN THE DISTRICT?



	RESPONSE
12	Stormwater management and maintenance, particularly Rocky Branch
14	Traffic control and volumes, particularly on game days
20	Preservation of historic mill character through existing buildings and new development
7	Safe and defined pedestrian/bike paths and crossings
7	Equitable standards of enforcement between the City and County *(property, public safety, ordinance, etc)*
9	Economic development and business opportunities within the district
1	Playgrounds and access to recreation
12	Neighborhood stabilization and blighted properties
14	Trains: noise, tracks, idling
96	

QUESTION 4: WHAT ARE THE TOP 3 RETAIL/ COMMERCIAL NEEDS IN THE DISTRICT? (CHOOSE 3)



	RESPONSE
24	Restaurants, bakery and coffee shop
13	Art studios and galleries
4	Office space
6	Maker/innovation space
4	Entertainment venues
3	Child care
13	Professional services (doctors, banks, cobblers, hair, spa, computer, etc)
16	Grocery store
14	Specialty shops
97	

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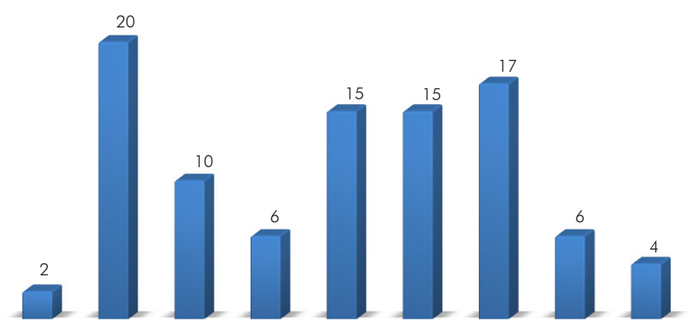
PUBLIC INPUT SUMMARY

NOVEMBER 30, 2016 | PUBLIC MEETING

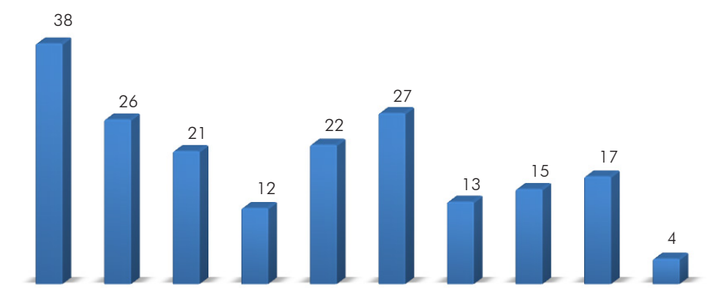
QUESTION 5: WHAT ARE THE TOP 3 CULTURAL NEEDS IN THE DISTRICT? (CHOOSE 3)



	RESPONSE
2	Churches
20	Art studios and galleries
10	Event space
6	Museum
15	Community gardens
15	Theaters (live and movie)
17	Parks and playgrounds
6	Recreation fields
4	Schools (pre-K through 12)

95

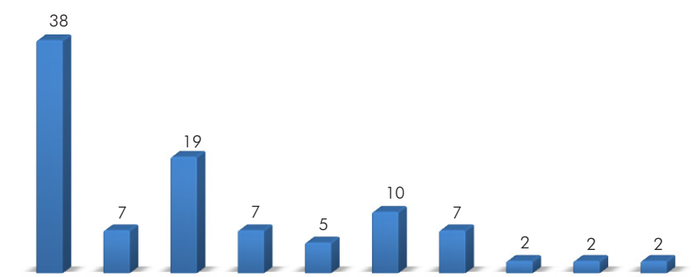
QUESTION 6: WHAT ARE THE TOP 5 PRIORITIES TO ACCOMPLISH WITHIN THE NEXT 3 YEARS? (CHOOSE 5)



	RESPONSE
38	Consolidate rail lines along Assembly Street and improve at-grade railroad crossings (safety and quiet zones)
26	Complete the greenway from Assembly Street to the Congaree River with improved pedestrian crossings
21	Joint City/County MOU: land use designations, code/ordinance enforcement, single organization to represent the entire district
12	Develop a district brand and implement through gateways, signage and events
22	Huger Street road diet that directs truck and game day traffic away from the heart of the district
27	Provide incentives for redevelopment: home ownership, buildings, local businesses, entrpreneurial
13	Sidewalks and streetscape improvements along Olympia Avenue
15	Rehabilitate existing neighborhood parks
17	Improve stormwater management
4	Other

195

QUESTION 7: WHAT IS THE MOST IMPACTFUL PROJECT/ STRATEGY TO ACCOMPLISH IMMEDIATELY? (CHOOSE 1)



	RESPONSE
38	Consolidate rail lines along Assembly Street and improve at-grade railroad crossings (safety and quiet zones)
7	Complete the greenway from Assembly Street to the Congaree River with improved pedestrian crossings
19	Joint City/County MOU: land use designations, code/ordinance enforcement, single organization to represent the entire district
7	Develop a district brand and implement through gateways, signage and events
5	Huger Street road diet that directs truck and game day traffic away from the heart of the district
10	Provide incentives for redevelopment: home ownership, buildings, local businesses, entrpreneurial
7	Sidewalks and streetscape improvements along Olympia Avenue
2	Rehabilitate existing neighborhood parks
2	Improve stormwater management
2	Other

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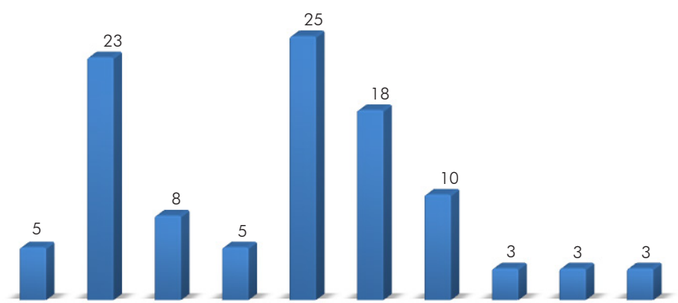
PUBLIC INPUT SUMMARY

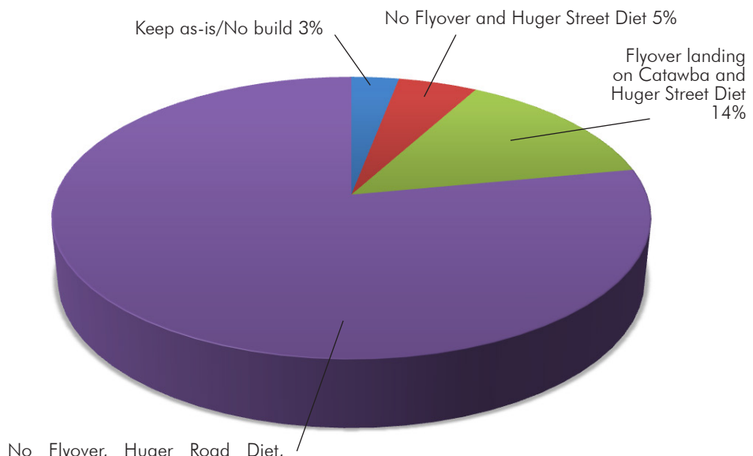
NOVEMBER 30, 2016 | PUBLIC MEETING

QUESTION 8: WHAT IS THE TOP LONG-TERM PRIORITY, 3-5 YEARS? (CHOOSE 1)

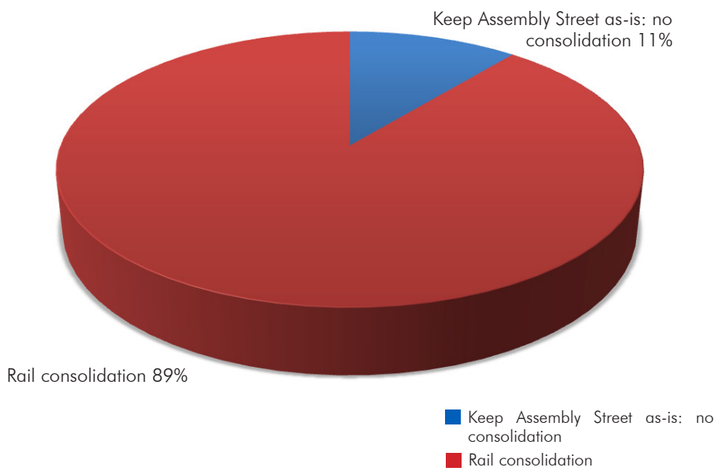


	RESPONSE
5	Consolidate rail lines along Assembly Street and improve at-grade railroad crossings (safety and quiet zones)
23	Complete the greenway from Assembly Street to the Congaree River with improved pedestrian crossings
8	Joint City/County MOU: land use designations, code/ordinance enforcement, single organization to represent the entire district
5	Develop a district brand and implement through gateways, signage and events
25	Huger Street road diet that directs truck and game day traffic away from the heart of the district
18	Provide incentives for redevelopment: home ownership, buildings, local businesses, entrpreneurial
10	Sidewalks and streetscape improvements along Olympia Avenue
3	Rehabilitate existing neighborhood parks
3	Improve stormwater management
3	Other
103	

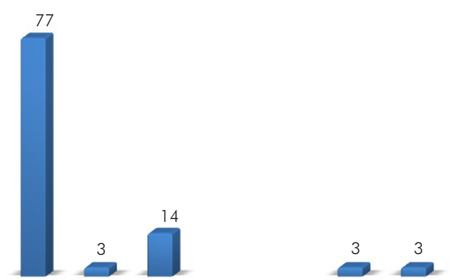
QUESTION 9: PREFERRED HUGER STREET ALTERNATIVE?



QUESTION 10: PREFERRED RAIL ALTERNATIVE?



QUESTION 11: WHERE IS THE CENTER/HEART OF THE DISTRICT?



	RESPONSE
	Assembly/Whaley intersection
	Jaco's Corner
77	Olympia and Whaley intersection/701 Whaley/The Doughboy Statue
3	Olympia Park/Rocky Branch
14	The Mills
	Olympia School
	Pacific Park
3	The Churches
3	Olympia Avenue
	Other
100	

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PUBLIC INPUT SUMMARY

WHALEY NEIGHBORHOOD MEETING | JANUARY 11, 2017

Approximately 12 residents from the Whaley Neighborhood attended this meeting and provided input on the recommendations.

- One word for the Mill District: Village, Community, Mill Village.
- Enthusiastic about working with the Cayce rail yard to better manage trains through the neighborhood.
- Possibility of also working with the Norfolk Southern Yard on Shop Road- prior to rail consolidation (which was noted would make this issue moot).
- There was a question of ownership of parking area on Heyward. Cornerstone Baptist Church leases the right-of-way from the City of Columbia.
- Increase City patrols in the area. There are concerns about students walking down Whaley in the dark after class.
- Consider a traffic signal at the intersection at Williams and Blossom. This may or may not be feasible, given its proximity to the next intersection.
- Maintain the two parallel tracks (instead of one) at the Huger Street at-grade crossing, if at-grade crossing is kept.
- Some feel that a Huger Street overpass/flyover would keep trucks out of the neighborhood.
- Another consideration that most preferred: build a train tracks overpass across Huger Street while deepening Huger Street a bit (underpass), which could be a middle ground of building up and down.
- There was strong support for installing sidewalks along Olympia Avenue.
- Assembly Street needs sidewalks along both sides and the entire length.
- Consider moving the proposed traffic circle to the Heyward/Lincoln intersection in order to better align with Lincoln Street.
- The residents were very positive about the recommendations and would like to see them implemented.

PAC MEETINGS | SPRING 2017

The PAC met three times to fine-tune the Plan. The dates and focus of each meeting are provided below.

- January 6, 2017: alternatives for improving the railroad crossing at Huger Street, the management of traffic coming into the Mill District, the NEPA process, homeownership rates, land use categories
- February 1, 2017: placemaking, land use categories, connectivity and Complete Streets, greenways, water quality
- June 21, 2017: review of the entire draft report and catalyst projects

PUBLIC PRESENTATION | AUGUST 17, 2017

There was broad support for the direction of the Plan and for the potential improvements that can come from the Plan's implementation. Some residents reiterated that parking and traffic need to be managed in a way that enhances the neighborhoods for those who live there. They look forward to continued and improved collaboration between the City and the County relative to policy, code enforcement and traffic management. Residents are ready to move forward with the implementation.

A couple of property owners shared that they want the proposed land use categories to preserve their options for selling or developing their property in the future.

Vulcan Materials management indicated they are interested in staying engaged with the Mill District Plan implementation.

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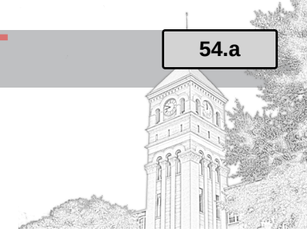

DEVELOPMENT TYPES / BUILDING TYPES MATRIX FOR UCMR-3

The below matrix was developed for incorporation within the Plan Columbia: Land Use Plan development types and building matrix, concurrent with the addition of the UCMR-3 future land use classification.

DEVELOPMENT TYPES / BUILDING TYPES MATRIX

BUILDING TYPE / LAND USE	UCMR-3
RESIDENTIAL	
Single-family Detached	P
Single-family Attached	P
Two-family (Duplex or Double)	P
Three-family	S
Multi-family Small	S
Multi-family Medium	T
Multi-family Large	
Multi-family High-rise	
MIXED-USE	
Multi-family Small Mixed-use	T
Multi-family Medium Mixed-use	
Multi-family High-rise Mixed-use	
CIVIC / INSTITUTIONAL	
Small Format Civic/Institutional	T
Medium Format Civic/Institutional	T
Large Format Civic/Institutional	
Multi-family Institutional (Dormitories and Barracks)	

BUILDING TYPE / LAND USE	UCMR-3
COMMERCIAL	
Large Format Entertainment	
Medium Format Entertainment	
Small Format Entertainment	T
Large Format Hospitality	
Medium Format Hospitality	
Small Format Hospitality	T
Extra Large Format Retail/Service	
Large Format Retail/Service	
Medium Format Retail/Service	
Small Format Retail/Service	T
OFFICE / SERVICES	
High Rise Office/Services	
Large Format Office/Services	
Medium Format Office/Services	
Small Format Office/Services	T
FLEX	
Extra Large Format Flex	
Large Format Flex	
Medium Format Flex	
Small Format Flex	

BUILDING TYPE / LAND USE	UCMR-3
UTILITY MISCELLANEOUS	
Animal Enclosures	
Cemeteries & Mausoleums	T
Parking Structures	
Parking Lots	T
Power Utilities	
Water and Wastewater Treatment	
OPEN SPACE / PARKS / RECREATION	
Nature Preserves	
State or Federal Parks/Forests	
Regional Parks	
Community Parks	A
Private Clubs/Parks/Golf Courses	
Linear Parks	A
Neighborhood Parks	A
Pocket Parks/Greens	A
Squares	A

P = Primary Use

S = Secondary Use

T = Tertiary Use

A = Appropiate Use (for open spaces & parks only)

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GLOSSARY OF TERMS

The following definitions were collected from a variety of resources, primarily from professional experience and knowledge. However, several sources were referenced to confirm some of the definitions. These include the following:

+ www.merriam-webster.com/dictionary
+ www.savingplaces.org
+ https://en.oxforddictionaries.com
+ www.planning.org
+ www.nps.gov/tps/standards/rehabilitation/rehab
+ www.smartgrowthamerica.org/program national-complete-streets-coalition

Abatement - refers to moderation, reduction or lessening particularly of asbestos, a hazardous building material found in many older structures

Asset Mapping - participatory tool that identifies what is best in the community and should be advanced and leveraged in order to improve all aspects of a community

At-Grade Crossing - an intersection of a railroad track with another transportation facility (another track, road, bicycle/pedestrian facility) at the same level

Average Annual Daily Traffic (AADT): - the total volume of traffic on a segment of a facility in both directions for one year divided by the number of days in the year (365)

Bioswale - a landscaping feature vegetated with plants that are designed to slow down, collect, infiltrate and filter runoff storm water from impervious surfaces. Bioswales are most often found in areas with large amounts of impervious surfaces such as roadways or parking lots

Blighted property - the legal term for land that is in an unsafe or unsightly condition

Bungalow - A detached, single-story house on its own plot of land

Cistern - a tank for storing rainwater

Class I railroad - a railroad that has an annual carrier operation revenue of $350 million or more

COMET- also known as the Central Midlands Regional Transit Authority, the COMET is the operator of mass transportation in Lexington and Richland counties in the Columbia metropolitan area

Complete Community - A Complete Community is "a great place that meets your daily needs within a short trip of where you live or work. A community is "complete" when it provides access by foot, bike, transit and car to jobs, shopping, learning, open space, recreation, and other amenities and services." (What is a Complete Community?, 2013)

Complete Streets - an approach or policy to the design of streets which requires streets to be designed, planned, operated and maintained to ensure comfortable, safe and convenient access and travel for all users across different modes of transportation

Conservation - the process by which individuals or groups attempt to protect valued buildings from unwanted change

Corridor - a passage linking two or more spaces

CSX - a Class I railroad in the United States that resulted from a mergence of the Chessie System and the Seaboard System Railroad

Culvert- an embedded structure surrounded by soil which allows water to flow under an obstruction such as a railroad, road or trail

Density - the number or ratio of people inhabiting an urbanized area

Downspout Disconnection - the process of separating roof downspouts from the sewer system and redirecting roof runoff onto pervious surfaces

Duplex - The duplex style house is a popular building type in American history. This housing type is characterized by the separation of a single home into separate units, usually dividing floors and sometimes having additions on parts of the home. In particular, the Mill District has many duplexes most of which are a two-story hipped roof unit with a side-gable attached to the side.

Embankment - a wall or bank of earth or stone built to prevent flooding an area

Encroachment - the building of structures beyond their property lines which may belong to the government, an individual or an institution

FHWA - The Federal Highway Administration is a division of the United States Department of Transportation which specializes in highway transportation. The FHWA oversees federal funds for constructing and maintaining roads, provides highway design and construction services for federal land-management services such as the National Park Service, and also performs and sponsors research in areas of highway materials and construction methods, roadway safety and congestion.

Floodplain - a nearly flat plain along a stream or river that is naturally subject to flooding

Flyover - A raised structure connecting two points that are separated by an accessible route or structure and is designed to improve traffic flow

GIS - a system designed to capture, store, manipulate, analyze, manage and present geographic or spatial data

Grassroots - the collective action from the local level which has the power to effect change at a local, regional, national and international level

Greenway - a strip of undeveloped land set aside for recreational activities

Grade Separated Crossing - a provision for facility continuity over or under a barrier, such as a railroad track

Hyperlocal - relating to or focused on a very small geographical community such as a neighborhood.

Impermeable Pavement - one that does not allow water through it and creates stormwater runoff

Infiltration - the process by which water on the ground surface enters the soil

Jurisdiction - the official power to make legal decisions and judgements

Land Use Plan - a planning policy that encourages balance among land uses in order to reduce travel distances among residential, employment, shopping and recreational activities, to help create and sustain a sense of place and community and to make the most efficient use of existing infrastructure

Lint heads - a nickname for mill workers that came into usage in the early twentieth century. The term refers to the lint and dust from cotton mills that workers would have to clean off their clothes and that may have affected their health

Livability - the sum of environmental, economic, and cultural factors that add up to a community's quality of life

Mixed Use - a type of development which brings together commercial, residential, institutional, cultural or industrial uses in a functional and physical way. Mixed-use can be a singular building, a whole city block and even an entire neighborhood

MOU - Memorandum of Understanding; a document that expresses mutual agreement between two or more parties

Multimodal - accomodation of all users, from cars and trucks to bicyclists, pedestrians, those provided for by the Americans with Disabilities Act, transit users, and sometimes rail transit (passenger and freight)

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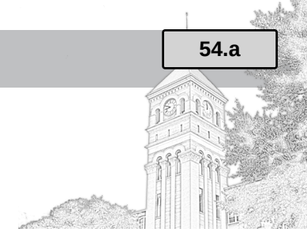

GLOSSARY OF TERMS

NACTO - National Association of City Transportation Officials; The NACTO's mission is to build cities as places for people, with safe, sustainable, accessible, and equitable transportation choices that support a strong economy and vibrant quality of life.

NS - Norfolk Southern rail line, a Class I railroad that is a major transporter of domestic and export coal

NEPA - When federal funds are involved in a project, The National Environmental Policy Act (1969) requires the assessment of every significant aspect of a proposed project's environmental impact, as well as fully informing and involving the community and the public of the alternatives and their impacts on the natural, physical and human environments

PAC - Planning Advisory Committee; the local committee of residents, property owners and stakeholders who served as advisors to the Mill District Planning Team and as advocate for the Mill District community

Permeable Pavement - one that has spaces to allow the passing of rainwater through it into the soil below

Place Making - a planning approach that emphasizes a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well-being

Post World War II Housing - Housing in the Mill District, after the mills sold the villages, began to change following World War II. New housing stock began to emerge including brick side-gabled house as well as side-gabled homes with a gabled front section or porch. Also beginning after the war, ranch houses began to emerge.

Preservation -the process of maintenance and repair existing historic materials and fabric and retaining a property's form as it has evolved over time

Programming - the decision-making process to determine the function of spaces within a building

Public Safety - the welfare and protection of the general public

Quiet Zone - the mitigation of train horn noise through an area; a zone in which trains do not sound their horns when approaching at-grade crossings. To implement a quiet zone, the local government or agency must implement additional safety precautions to mitigate the lack of warning horns.

Rail Consolidation - transfer of rail operations from two (or more) parallel tracks onto one track, allowing for the unused track to be abandoned

Rehabilitation - the process of retaining a property's historic character even though alterations or additions may be needed to meet continuing or changing uses

RFP - Request for Proposal

Riparian - of or relating to or located on the banks of a river or stream

Riparian Buffer - a vegetated area near a stream, usually forested, which helps shade and partially protect a stream from the impact of adjacent land uses

Road Diet - merging or reducing the number of travel lanes in a road, generally in order to provide traffic calming, reduce speeds, and accomodate non-vehicular users

ROW - right-of-way; the legal right of a pedestrian or vehicle to move in a particular situation or place

Runoff - the draining away of excess storm water from the surface of an area of land, building or structure.

Saltbox - The saltbox house is a two-story side-gable house with an unequal roof pitch on the front and back of the house with it being high in the front and low in the back. There are two stories in the front and one story in the back of the house. The floor plan includes four rooms downstairs and two rooms on the upper floor. Often times the house would be a single-family home or a duplex. This housing type was originally developed to be a more convenient and commodious solution which was and still is a popular housing type in the Mill District. The exterior is clad with wood siding often clapboard.

SCANA - an energy-based holding company based in Columbia, South Carolina that brings power and fuel to homes in the Carolinas and Georgia

SCDOT - South Carolina Department of Transportation; the goal of the department is to provide adequate, safe, and efficient transportation services for the movement of people and goods

Setback - the distance by which a structure is set back from the adjacent road, body of water, or property line.

Shotgun - The shotgun style house is characterized by one room connected to the next without hallways and is often suited well for hot climates due to its layout and the inclusion of a porch. Shotgun houses are narrow in width and are able to be built on smaller plots of land.

Stakeholder - an individual, group, or organization that may be affected by the decision, activity or outcome of a project

Stormwater Management - involves the control of draining excess water from precipitation

Streetscape - the visual elements of a street, including the road, adjoining buildings, sidewalks, street furniture, trees, and open spaces that combine to form the street's character

Third Places - the social surroundings that are separate from the two usual social environments (the home as "first place," and the office as "second place"); ex: café, library, park

Thoroughfare - a major road or highway

Transpiration - the process by which moisture is carried through plants from roots to small pores on the underside of leaves, where it changes to vapor and is released to the atmosphere

Underpass - a passage running underneath; typically a passage for pedestrians crossing under a road or railroad

Vernacular - exemplifying features that are indigenous to a specific region

Visual Preference Survey - a way to engage the public in determining their preferences for physical aspects of their communities such as design, architecture, landscape, signage, bike paths

Watershed - an area of land that separates the water flowing to different rivers

Water surcharge - water ponding behind pipes due to volumes that exceed pipe capacity

Zoning - a legal restriction affecting urban design, parts of cities being deemed to be for particular uses – ex: for businesses, housing, etc. – and the heights and volumes of buildings being prescribed

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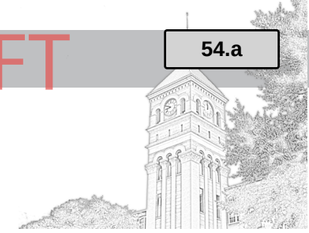

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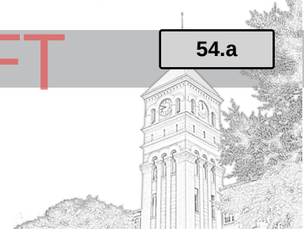

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ORDINANCE NO.: 2017-094

Adopting the Capital City Mill District Area and Corridor Plan as an addendum to The Columbia Plan 2018

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together", along with all the maps and policies contained therein; and,

WHEREAS, the Capital City Mill District planning area is defined by its rich history and culture; and,

WHEREAS, the Capital City Mill District planning area has seen demographic shifts and increased growth pressures in recent years, and these changes have set the stage for an updated and relevant community planning effort; and,

WHEREAS, the Capital City Mill District Area and Corridor Plan was developed in partnership with community members, the City of Columbia, and Richland County; and,

WHEREAS, throughout the planning process, which began in April 2016, the planning team undertook an extensive public participation process that included residents, civic groups, business and property owners, and institutions in order to develop the Plan; and,

WHEREAS, the Capital City Mill District Area and Corridor Plan represents a common vision for the area and has the potential to be a decision-making guide for City staff, County staff, and state agencies, as well as for investment in the area by individuals, families, businesses, religious organizations, and non-profit institutions; and,

WHEREAS, the City of Columbia Planning Commission has reviewed a recommendation by staff that the Capital City Mill District Area and Corridor Plan be adopted as an addendum to The Columbia Plan 2018; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings; and,

WHEREAS, once adopted, the Capital City Mill District Area and Corridor Plan will be consulted in concert with other existing and future plans adopted by the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2017, that the Capital City Mill District Area and Corridor Plan dated September 27, 2017, a copy of which is attached hereto, is hereby adopted as an addendum to The Columbia Plan 2018 and is effective as of final reading of this ordinance; and,

LEGAL DEPARTMENT DRAFT

BE IT FURTHER ORDAINED that copies of the Capital City Mill District Area and Corridor Plan, as addendum to The Columbia Plan 2018, are available for public inspection and copying in the offices of the City Clerk and the Planning and Development Services Department; and,

BE IT FURTHER ORDAINED that the City of Columbia should periodically review the Capital City Mill District Area and Corridor Plan.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **AMENDMENT TO PLAN COLUMBIA LAND USE PLAN**

PURPOSE: **Ordinance No.: 2017-097 - Amending the text of Plan Columbia: Land Use Plan specific to the addition of an Urban Core Mixed Residential- Type 3 Future Land Use Classification**

City Council Districts: 1, 2, 3, 4

Proposal: Request the adoption of an amendment to Plan Columbia: Land Use Plan text to add a future land use classification of Urban Core Mixed Residential - Type 3 (UCMR-3).

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval, (9-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CPLAN - UCMR-3 Text Amendment (PDF)
- #b: 2017-097 amend Land Use Plan - UCMR-3 Classification (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Amendment to Plan Columbia Land Use Plan

City Council Districts:	1, 2, 3, 4
Proposal:	Request the adoption of an amendment to Plan Columbia: Land Use Plan text to add a future land use classification of Urban Core Mixed Residential – Type 3 (UCMR-3).
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	10/02/2017; Approval, (9-0)
PH, 1st Reading:	11/21/2017; Pending
2nd Reading:	12/5/2017; Pending

SUMMARY

Reason for Amendment:
The Capital City Mill District Area and Corridor Plan recommends the adoption of an additional future land use classification: Urban Core Mixed Residential – Type 3 (UCMR-3). This additional classification, while modeled specifically for the study area, is written so that it may be utilized throughout the City of Columbia's jurisdiction, as well as throughout Richland County's jurisdiction. (*Capital City Mill District Area & Corridor Plan, September 27, 2017 DRAFT, pages 31-32 & 121)*

Proposed Language
[Urban Core] Mixed Residential – Type 3 (UCMR-3)
Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.

- The subdivision of lots is regular within a block with small equally sized parcels, typically meeting mid-block. Multiple smaller lots are 'consolidated' to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.
- Open Spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics with single family architecture and proportions including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are 2-3 stories.

Primary Types
- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types
- Three-family
- Multi-family Small

Tertiary Types
- Multi-family Medium
- Small Format Business/Employment
- Small Format Civic/Institutional
- Small Format Commercial

Proposed Addition to Development Types/Building Types Matrix:

	Neighborhoods
Building Type/Land Use	UCMR-3
RESIDENTIAL	
Single-family Detached	P
Single-family Attached	P
Two-family (Duplex or Double)	P
Three-family	S
Multi-family Small	S
Multi-family Medium	T
Multi-family Large	
Multi-family High Rise	
MIXED-USE	
Multi-family Small Mixed-use	T
Multi-family Medium Mixed-use	
Multi-family High-rise Mixed-use	
CIVIC/INSTITUTIONAL	

Small Format Civic/Institutional	T
Medium Format Civic/Institutional	T
Large Format Civic/Institutional	
Multi-family Institutional (Dormitories and Barracks)	
BUSINESS EMPLOYMENT	
Commercial	
Large Format Entertainment	
Medium Format Entertainment	
Small Format Entertainment	T
Large Format Hospitality	
Medium Format Hospitality	
Small Format Hospitality	T
Extra Large Format Retail/Services	
Large Format Retail/Services	
Medium Format Retail/Services	
Small Format Retail/Services	T
Office/Services	
High Rise Office/Services	
Large Format Office/Services	
Medium Format Office/Services	
Small Format Office/Services	T
Flex	
Extra Large Format Flex	
Large Format Flex	
Medium Format Flex	
Small Format Flex	
UTILITY MISCELLANEOUS	
Animal Enclosures	
Cemeteries & Mausoleums	T
Parking Structures	
Parking Lots	T
Power Utilities	
Water and Wastewater Treatment	
OPEN SPACE/PARKS/RECREATION	
Nature Preserves	
State or Federal Parks/Forests	
Regional Parks	
Community Parks	A
Private Clubs/Parks/Golf Courses	
Linear Parks	A
Neighborhood Parks	A
Pocket Parks/Greens	A
Squares	A

P = Primary Use
S = Secondary Use
T = Tertiary Use
A = Appropriate (for Open Spaces & Parks only)

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance for the above amendment to the text of the Plan Columbia: Land Use Plan, to add the land use classification of Urban Core Mixed Residential – Type 3. The Plan Columbia: Land Use Plan has been adopted as an element of to the City of Columbia's Comprehensive Plan.

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

Three of the following recommended land use classifications are derived from the categories adopted in *Plan Columbia: Land Use Plan* (2015) and one new reccomended land use category is introduced. Both Richland County and the City of Columbia have recently updated their respective Comprehensive Plan Land Use Elements as part of the *Plan Together: Putting the Pieces in Place* planning process. The following recommended land use classifications and future land use map (***Figure 22***) are derived from consensus by the City and County. It is recommended that both jurisdictions update their land use classifications and future land use maps to reflect the recommendations in this plan.

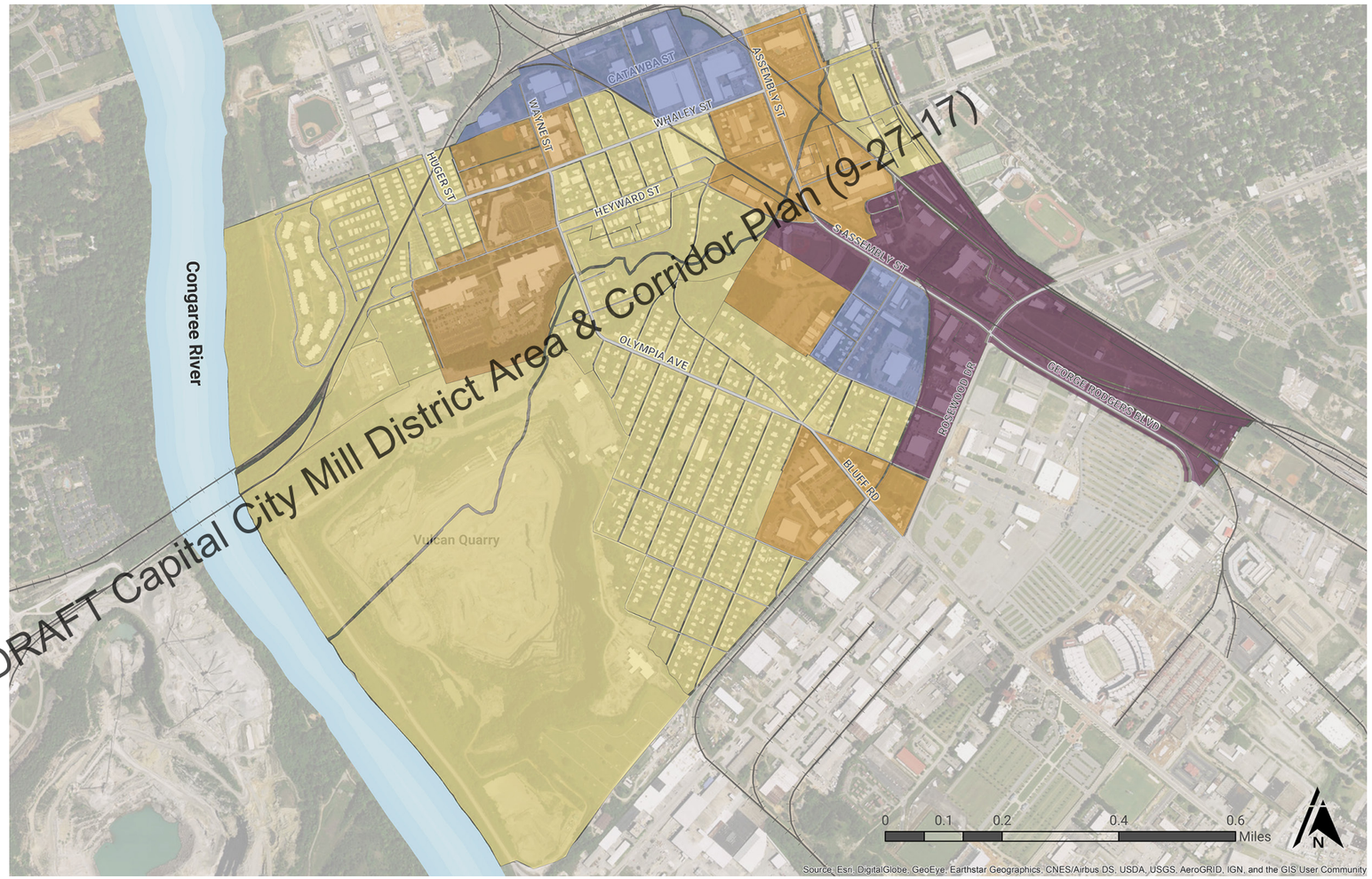

Figure 22: Proposed Future Land Use Map

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IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

URBAN CORE MIXED RESIDENTIAL (UCMR-3)

This future land use classification is a new classification proposed for adoption by the City of Columbia and Richland County. This will include single-family, two-family, multi-family, and commercial/civic uses where appropriate. To best preserve the quality of the housing in the Mill District, this plan reccommends the addition of this new land-use classiication.

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia and the more urban areas of unincorporated Richland County. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

A development types/building types matrix can be found in the appendix.

USES

PRIMARY single family detached, single family attached, two-family

SECONDARY three-family, multi-family small

TERTIARY multi-family medium, small format business/employment, small format civic/institutional, small format commercial

MILL DISTRICT CHARACTERISTICS

mill vernacular architecture ◆ predominantly single-family ◆ tertiary commercial uses should be limited to corridors with appropiate scale (Olympia Avenue + Whaley Street)

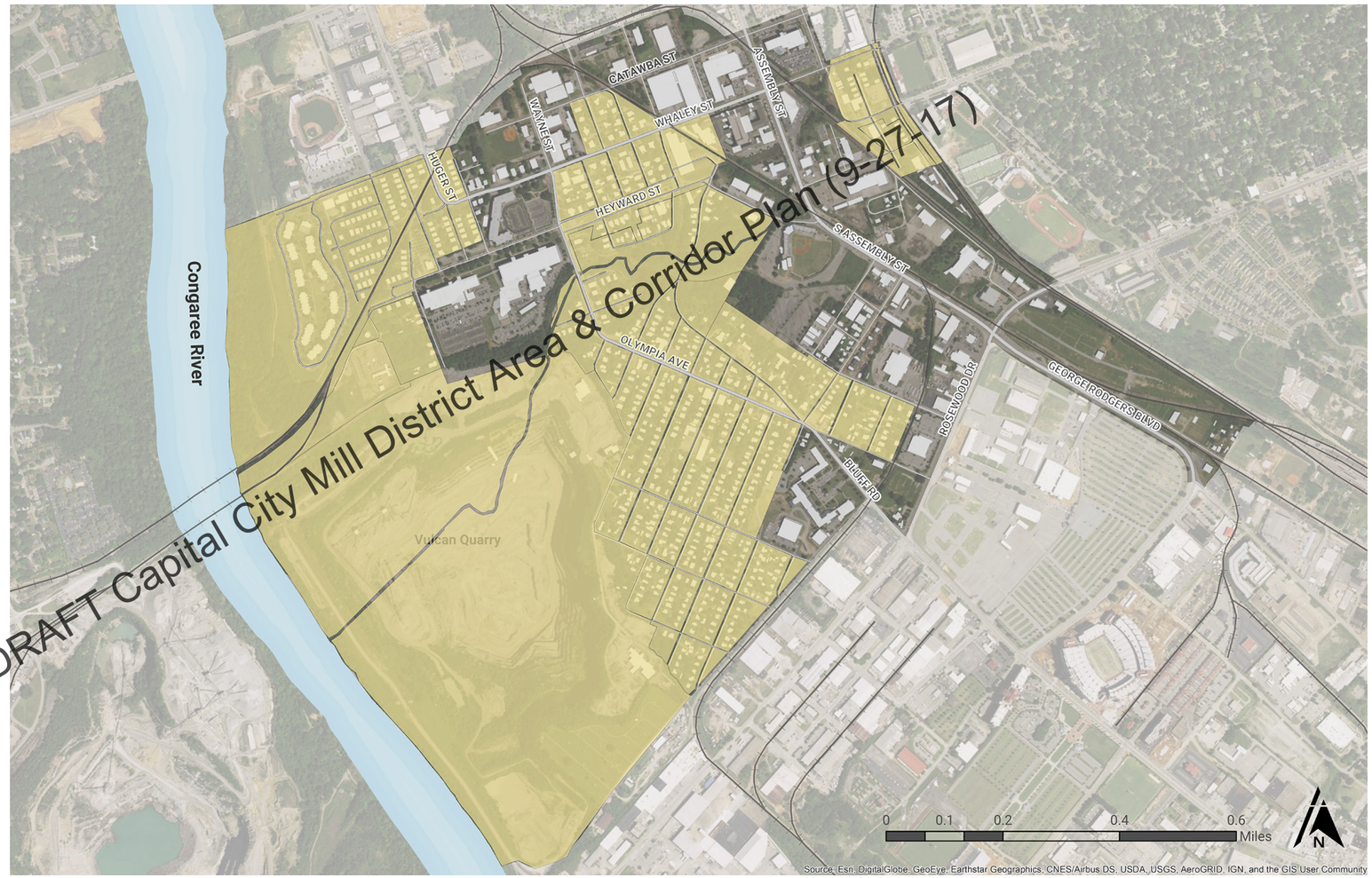

Figure 23: Proposed Future Land Use Map - Urban Core Mixed Residential (UCMR-3)

Urban Core Mixed Residential (UCMR-3)

Excerpted from the DRAFT Capital City

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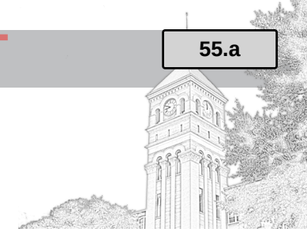


DEVELOPMENT TYPES / BUILDING TYPES MATRIX FOR UCMR-3

The below matrix was developed for incorporation within the Plan Columbia: Land Use Plan development types and building matrix, concurrent with the addition of the UCMR-3 future land use classification.

DEVELOPMENT TYPES / BUILDING TYPES MATRIX

BUILDING TYPE / LAND USE	UCMR-3
RESIDENTIAL	
Single-family Detached	P
Single-family Attached	P
Two-family (Duplex or Double)	P
Three-family	S
Multi-family Small	S
Multi-family Medium	T
Multi-family Large	
Multi-family High-rise	
MIXED-USE	
Multi-family Small Mixed-use	T
Multi-family Medium Mixed-use	
Multi-family High-rise Mixed-use	
CIVIC / INSTITUTIONAL	
Small Format Civic/Institutional	T
Medium Format Civic/Institutional	T
Large Format Civic/Institutional	
Multi-family Institutional (Dormitories and Barracks)	

BUILDING TYPE / LAND USE	UCMR-3
COMMERCIAL	
Large Format Entertainment	
Medium Format Entertainment	
Small Format Entertainment	T
Large Format Hospitality	
Medium Format Hospitality	
Small Format Hospitality	T
Extra Large Format Retail/Service	
Large Format Retail/Service	
Medium Format Retail/Service	
Small Format Retail/Service	T
OFFICE / SERVICES	
High Rise Office/Services	
Large Format Office/Services	
Medium Format Office/Services	
Small Format Office/Services	T
FLEX	
Extra Large Format Flex	
Large Format Flex	
Medium Format Flex	
Small Format Flex	

BUILDING TYPE / LAND USE	UCMR-3
UTILITY MISCELLANEOUS	
Animal Enclosures	
Cemeteries & Mausoleums	T
Parking Structures	
Parking Lots	T
Power Utilities	
Water and Wastewater Treatment	
OPEN SPACE / PARKS / RECREATION	
Nature Preserves	
State or Federal Parks/Forests	
Regional Parks	
Community Parks	A
Private Clubs/Parks/Golf Courses	
Linear Parks	A
Neighborhood Parks	A
Pocket Parks/Greens	A
Squares	A

Excerpted from the DRAFT Capital City Mill District Area & Corridor Plan (9-27-17)

P = Primary Use

S = Secondary Use

T = Tertiary Use

A = Appropiate Use (for open spaces & parks only)

NEIGHBORHOODS

Neighborhoods are the primary residential districts within the city. They represent residential development from many eras, and each neighborhood has its own unique architectural character and community associated with it. The key theme of almost all neighborhoods is that they were subdivided and developed with a cohesive pattern and housing type. The densities, building sizes, streets, sidewalks and architectural character are relatively consistent within a neighborhood. These areas are recognized for their established and existing character and role in the urban fabric as the places where we live. In order to maintain community character and vibrancy, development in established neighborhoods is limited to infill and redevelopment. New neighborhoods of higher intensity are recommended for transitional areas adjacent to major corridors as locations to increase residential population and support more neighborhood businesses.

VISION

The City of Columbia will have well connected neighborhoods that contribute to a high quality of life for residents. The neighborhoods will exhibit unique architectural character relative to the period in which they were established, while reflecting the best of contemporary design. They will exude pride in the community through well maintained homes and yards. New higher intensity neighborhoods will emerge near activity centers and corridors and provide much needed critical mass to support vibrant neighborhood activity districts and provide housing variety. Parks, green spaces, urban tree cover, and access to waterways will help connect our neighborhoods to nature and each other.

In pursuit of the vision for our neighborhoods, the city recognizes that:

1. Changes and reinvestment will take time and are strongly influenced by current market conditions.
2. Success will be the result of public and private partnerships.
3. Land use development strategies and regulations that focus on infill and reinvestment for our established neighborhoods must promote development that is compatible with existing character and function of the neighborhoods, while implementing cutting-edge technology and design.
4. Historic and established neighborhoods have positive qualities worth protecting and emulating, including preservation and restoration of historic buildings.
5. The region is anticipated to continue growing. A significant portion of that growth is expected to occur in the city, requiring intensification of housing in targeted areas of the city.
6. Green space, trees, and access to parks and recreation are important in all of our neighborhoods.

THE NEIGHBORHOOD DEVELOPMENT TYPES

- [Urban Core] Mixed Residential Type 1 (UCMR-1)
- [Urban Core] Mixed Residential Type 2 (UCMR-2)
- [Urban Core] Mixed Residential Type 3 (UCMR-3
- [Urban Edge] Mixed Residential (UEMR)
- [Urban Core] Multi-family (UCMF)
- [Urban Edge] Multi-family (UEMF)
- [Urban Core] Residential Small Lot (UCR-1)
- [Urban Core] Residential Large Lot (UCR-2)
- [Urban Edge] Residential Small Lot (UER-1)
- [Urban Edge] Residential Large Lot (UER-2)

Proposed Text Amendment

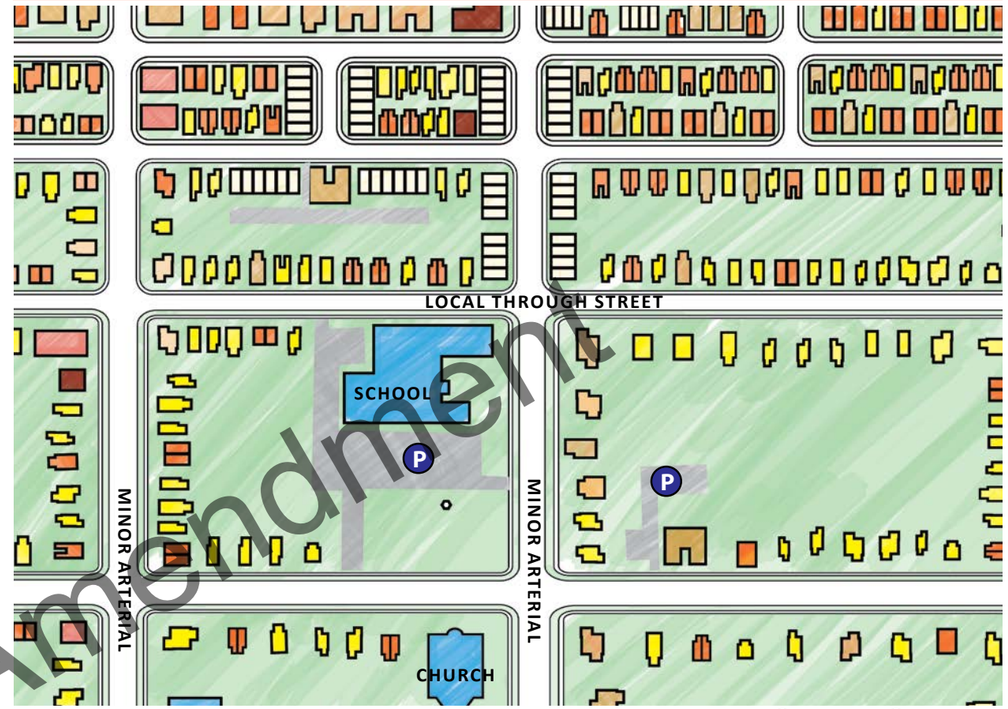
[Urban Core] Mixed Residential Type 3 (UCMR-3)

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small equally sized parcels, typically meeting mid-block. Multiple smaller lots are 'consolidated' to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.
- Open Spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics with single family architecture and proportions including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are 2-3 stories.

See matrix for appropriate parks/ open space types.

move mouse pointer over images to reveal captions



BUILDING TYPES/LAND USES

Primary Types
- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types
- Three-Family
- Multi-family Small

Tertiary Types
- Multi-family Medium
- Small Format Business/ Employment
- Small Format Civic/ Institutional
- Small Format Commercial



Proposed Text Amendment

Development Types/Building Types Matrix

click on a Development Type below to jump to that section of the Plan

Building Type/Land Use	Development Types																										
	Neighborhoods									Activity Centers					Activity Corridors			Employment Centers			Special Districts					
	UCMR-1	UCMR-2	UCMR-3	UEMR	UEMF UCMF	UCR-1	UCR-2	UER-1	UER-2	UCAC-1	UCAC-2	UCAC-3	UEAC-1	UEAC-2	AC-1	AC-2	AC-3	EC	IND	TU	SD-1	SD-2	SD-3	SD-4	SD-5	SD-6
RESIDENTIAL																										
Single-family Detached	S	P	P	P		P	P	P	P																	
Single-family Attached	P	P	P	S	S	S	T	T	T	S	T	T	T	T	S	T	T	T					T			
Two-family (Duplex or Double)	S	P	P	S		S	T	T	T																	
Three-family	S	P	S	S		S	T	T	T																	
Multi-family Small	S	S	S	S	P	T	T	T		S	S		S	S	S	S	S	T								
Multi-family Medium	P		T	S	P					S	S	S	S	S	S	S	S	T			T		S			
Multi-family Large	S				P							S		S			S	T			T		S			
Multi-family High Rise					P							S		S			S	T			T		P			
MIXED-USE																										
Multi-family Small Mixed-use	P		T		S					P	P		P	P	P	P	P									
Multi-family Medium Mixed-use	P				S						P	P	P	P		P	P	S					P			
Multi-family High-rise Mixed-use					S							P						S					P			
CIVIC/INSTITUTIONAL																										
Small Format Civic/Institutional	T	T	T	T	T	T	T	T	T	S	T	S	T	S	S	T	S			S		P	S		P	P
Medium Format Civic/Institutional	T		T							S	T	S	T	S	S	T	S			S		P	S		P	P
Large Format Civic/Institutional										S	T	S	T	S	S	T	S			S		P	S		P	P
Multi-family Institutional (Dormitories and Barracks)																						S			T	T
BUSINESS/EMPLOYMENT																										
Commercial																										
Large Format Entertainment											T	P	T	P		T	P	T	T		P	S	P	P	S	S
Medium Format Entertainment	T										P	P	P	P		P	P	T	T		P	S	P	P	S	S
Small Format Entertainment	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	P	T	T		P	S	P	P	S	S
Large Format Hospitality											T	P	T	P		T	P	T	T		S	S	P	T	S	S
Medium Format Hospitality	T										P	P	P	P		P	P	T	T		S	S	P	T	S	S
Small Format Hospitality	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	P	T	T		S	S	P	T	S	S
Extra Large Format Retail/Services												P		P			P	T	T		S		P	T	S	S
Large Format Retail/Service											T	P	T	P		T	P	T	T		S	S	P	T	S	S
Medium Format Retail/Service	T										P	P	P	P		P	P	T	T		S	S	P	T	S	S
Small Format Retail/Service	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	P	T	T		S	S	P	T	S	S

P =Primary Use S= Secondary Use T=Tertiary Use A=Appropriate (For Open Spaces and Parks only)

Proposed Text Amendment

Development Types/Building Types Matrix

click on a Development Type below to jump to that section of the Plan

Building Type/Land Use	Development Types																									
	Neighborhoods									Activity Centers					Activity Corridors			Employment Centers			Special Districts					
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Office/Services																										
High Rise Office/Services												P		P			P	P	P				P	T	S	S
Large Format Office/Services											T	P		P		T	P	P	P	S	S	S	P	T	S	S
Medium Format Office/Services	T										P	P		P		P	P	P	P	S	S	S	P	T	S	S
Small Format Office/Services	T	T	T	T	T	T	T	T	T	P	P	P		P	P	P	P			S	S	S	P	T	S	S
Flex																										
Extra Large Format Flex														P				P	P	P		S		T	S	S
Large Format Flex												S		P			S	P	P	P		S	S	T	S	S
Medium Format Flex												S		P			S	P	P	P		P	S	T	S	S
Small Format Flex												S		P			S		P	P		P	S	T	S	S
UTILITY MISCELLANEOUS																										
Animal Enclosures																				S				P		
Cemeteries & Mausoleums			T	T		T	T	T	T	T	T	T	T	T	T	T	T			S		P	T	T		
Parking Structures	T				T					T	T	S		S	T	T	S	S	T	S	S	S	S	S	S	S
Parking Lots	T		T		T					T	T	T		T	T	T	T	T	T	S	S	S	T	S	S	S
Power Utilities																			S	P		S		T	T	T
Water and Wastewater Treatment																			S	P		S		T	T	T
OPEN SPACE/PARKS/RECREATION																										
Nature Preserves							A	A	A									A	A	A	A	A		A	A	A
State or Federal Parks/Forests							A	A	A									A	A	A	A	A		A	A	A
Regional Parks							A	A	A									A	A	A	A	A		A	A	A
Community Parks	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Private Clubs/Parks/Golf Courses				A	A	A	A	A	A									A	A	A	A	A		A	A	A
Linear Parks	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Neighborhood Parks	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Pocket Parks/Greens	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Squares	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

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Proposed Text Amendment

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-097

Amending the text of Plan Columbia: Land Use Plan specific to the addition of an Urban Core Mixed Residential – Type 3 Future Land Use Classification

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together", along with all the maps and policies contained therein; and,

WHEREAS, one of the recommendations of the Capital City Mill District Area and Corridor Plan (currently also under consideration for adoption) is to amend Plan Columbia through the adoption of the additional future land use classification Urban Core Mixed Residential – Type 3 (UCMR-3) which can be utilized not only by both the City of Columbia and Richland County within the Capital City Mill District planning area, but can also be extended to other areas of the City and County as applicable;

WHEREAS, the City of Columbia Planning Commission has reviewed a recommendation by staff that the attached language for a UCMR-3 future land use classification be adopted;

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2017, that the proposed amendment to the text of the *Plan Columbia: Future Land Use Plan*, a copy of which is attached hereto, is hereby adopted as an amendment to *The Columbia Plan 2018* and is effective as of final reading of this ordinance.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

NEIGHBORHOODS

Neighborhoods are the primary residential districts within the city. They represent residential development from many eras, and each neighborhood has its own unique architectural character and community associated with it. The key theme of almost all neighborhoods is that they were subdivided and developed with a cohesive pattern and housing type. The densities, building sizes, streets, sidewalks and architectural character are relatively consistent within a neighborhood. These areas are recognized for their established and existing character and role in the urban fabric as the places where we live. In order to maintain community character and vibrancy, development in established neighborhoods is limited to infill and redevelopment. New neighborhoods of higher intensity are recommended for transitional areas adjacent to major corridors as locations to increase residential population and support more neighborhood businesses.

VISION

The City of Columbia will have well connected neighborhoods that contribute to a high quality of life for residents. The neighborhoods will exhibit unique architectural character relative to the period in which they were established, while reflecting the best of contemporary design. They will exude pride in the community through well maintained homes and yards. New higher intensity neighborhoods will emerge near activity centers and corridors and provide much needed critical mass to support vibrant neighborhood activity districts and provide housing variety. Parks, green spaces, urban tree cover, and access to waterways will help connect our neighborhoods to nature and each other.

In pursuit of the vision for our neighborhoods, the city recognizes that:

1. Changes and reinvestment will take time and are strongly influenced by current market conditions.
2. Success will be the result of public and private partnerships.
3. Land use development strategies and regulations that focus on infill and reinvestment for our established neighborhoods must promote development that is compatible with existing character and function of the neighborhoods, while implementing cutting-edge technology and design.
4. Historic and established neighborhoods have positive qualities worth protecting and emulating, including preservation and restoration of historic buildings.
5. The region is anticipated to continue growing. A significant portion of that growth is expected to occur in the city, requiring intensification of housing in targeted areas of the city.
6. Green space, trees, and access to parks and recreation are important in all of our neighborhoods.

THE NEIGHBORHOOD DEVELOPMENT TYPES

- [Urban Core] Mixed Residential Type 1 (UCMR-1)
- [Urban Core] Mixed Residential Type 2 (UCMR-2)
- [Urban Core] Mixed Residential Type 3 (UCMR-3
- [Urban Edge] Mixed Residential (UEMR)
- [Urban Core] Multi-family (UCMF)
- [Urban Edge] Multi-family (UEMF)
- [Urban Core] Residential Small Lot (UCR-1)
- [Urban Core] Residential Large Lot (UCR-2)
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Proposed Text Amendment

[Urban Core] Mixed Residential Type 3 (UCMR-3)

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
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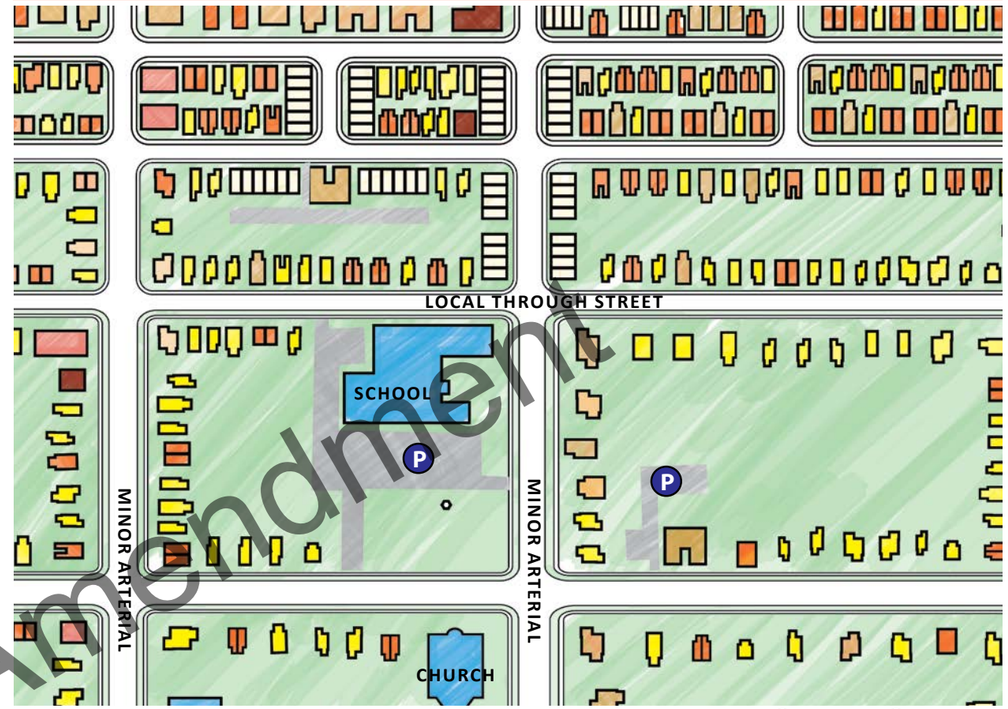
- Architectural detailing is human scale, shares many characteristics with single family architecture and proportions including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are 2-3 stories.

See matrix for appropriate parks/ open space types.

move mouse pointer over images to reveal captions



BUILDING TYPES/LAND USES

Primary Types	Secondary Types	Tertiary Types
• Single-family Detached • Single-family Attached • Two-family	• Three-Family • Multi-family Small	• Multi-family Medium • Small Format Business/ Employment • Small Format Civic/ Institutional • Small Format Commercial



Proposed Text Amendment

Development Types/Building Types Matrix

click on a Development Type below to jump to that section of the Plan

Building Type/Land Use	Development Types																										
	Neighborhoods									Activity Centers					Activity Corridors			Employment Centers			Special Districts					
	UCMR-1	UCMR-2	UCMR-3	UEMR	UEMF UCMF	UCR-1	UCR-2	UER-1	UER-2	UCAC-1	UCAC-2	UCAC-3	UEAC-1	UEAC-2	AC-1	AC-2	AC-3	EC	IND	TU	SD-1	SD-2	SD-3	SD-4	SD-5	SD-6
RESIDENTIAL																										
Single-family Detached	S	P	P	P		P	P	P	P																	
Single-family Attached	P	P	P	S	S	S	T	T	T	S	T	T	T	T	S	T	T	T					T			
Two-family (Duplex or Double)	S	P	P	S		S	T	T	T																	
Three-family	S	P	S	S		S	T	T	T																	
Multi-family Small	S	S	S	S	P	T	T	T		S	S		S	S	S	S	S	T								
Multi-family Medium	P		T	S	P					S	S	S	S	S	S	S	S	T			T		S			
Multi-family Large	S				P							S		S			S	T			T		S			
Multi-family High Rise					P							S		S			S	T			T		P			
MIXED-USE																										
Multi-family Small Mixed-use	P		T		S					P	P		P	P	P	P	P									
Multi-family Medium Mixed-use	P				S						P	P	P	P		P	P	S					P			
Multi-family High-rise Mixed-use					S							P						S					P			
CIVIC/INSTITUTIONAL																										
Small Format Civic/Institutional	T	T	T	T	T	T	T	T	T	S	T	S	T	S	S	T	S			S		P	S		P	P
Medium Format Civic/Institutional	T		T							S	T	S	T	S	S	T	S			S		P	S		P	P
Large Format Civic/Institutional										S	T	S	T	S	S	T	S			S		P	S		P	P
Multi-family Institutional (Dormitories and Barracks)																						S			T	T
BUSINESS/EMPLOYMENT																										
Commercial																										
Large Format Entertainment										T	P	T	P		T	P	T	T		P	S	P	P	S	S
Medium Format Entertainment	T									P	P	P	P		P	P	T	T		P	S	P	P	S	S
Small Format Entertainment	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	T	T		P	S	P	P	S	S
Large Format Hospitality										T	P	T	P		T	P	T	T		S	S	P	T	S	S
Medium Format Hospitality	T									P	P	P	P		P	P	T	T		S	S	P	T	S	S
Small Format Hospitality	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	T	T		S	S	P	T	S	S
Extra Large Format Retail/Services											P		P			P	T	T		S		P	T	S	S
Large Format Retail/Service										T	P	T	P		T	P	T	T		S	S	P	T	S	S
Medium Format Retail/Service	T									P	P	P	P		P	P	T	T		S	S	P	T	S	S
Small Format Retail/Service	T	T	T	T	T	T	T	T	T	P	P	P	P	P	P	P	T	T		S	S	P	T	S	S

P =Primary Use S= Secondary Use T=Tertiary Use A=Appropriate (For Open Spaces and Parks only)

Proposed Text Amendment

Development Types/Building Types Matrix

click on a Development Type below to jump to that section of the Plan

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	Neighborhoods									Activity Centers					Activity Corridors			Employment Centers			Special Districts					
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Office/Services																										
High Rise Office/Services												P		P			P	P	P				P	T	S	S
Large Format Office/Services											T	P		P		T	P	P	P	S	S	S	P	T	S	S
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Small Format Office/Services	T	T	T	T	T	T	T	T	T	P	P	P		P	P	P	P			S	S	S	P	T	S	S
Flex																										
Extra Large Format Flex														P				P	P	P		S		T	S	S
Large Format Flex												S		P			S	P	P	P		S	S	T	S	S
Medium Format Flex												S		P			S	P	P	P		P	S	T	S	S
Small Format Flex												S		P			S		P	P		P	S	T	S	S
UTILITY MISCELLANEOUS																										
Animal Enclosures																				S				P		
Cemeteries & Mausoleums			T	T		T	T	T	T	T	T	T	T	T	T	T	T			S		P	T	T		
Parking Structures	T				T					T	T	S		S	T	T	S	S	T	S	S	S	S	S	S	S
Parking Lots	T		T		T					T	T	T		T	T	T	T	T	T	S	S	S	T	S	S	S
Power Utilities																			S	P		S		T	T	T
Water and Wastewater Treatment																			S	P		S		T	T	T
OPEN SPACE/PARKS/RECREATION																										
Nature Preserves							A	A	A									A	A	A	A	A		A	A	A
State or Federal Parks/Forests							A	A	A									A	A	A	A	A		A	A	A
Regional Parks							A	A	A									A	A	A	A	A		A	A	A
Community Parks	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Private Clubs/Parks/Golf Courses				A	A	A	A	A	A									A	A	A	A	A		A	A	A
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Squares	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

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Proposed Text Amendment

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - Capital City Mill District**

PURPOSE: **Ordinance No.: 2017-096 -Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for the properties located within the Capital City Mill District Planning Area within the City of Columbia**

City Council Districts: 2 & 3

Proposal: Request amendment of Chapter 8.3 of the Columbia Plan 2018 - Future Land Use Map (subsequently replaced by Plan Columbia: Land Use Plan) to modify the future land use classification of the properties within the Capital City Mill District planning area to Urban Core Mixed Residential (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2), and Employment Campus (EC) as recommended by the Capital City Mill District Area and Corridor Plan (August 30, 2017 draft), Page 31, Figure 22.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation:10/02/2017; Approval, (9-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CPLAN - CCMD FLU amendment (PDF)
- #b: 2017-096 amend Land use Plan - Capital City Mill District (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Comprehensive Plan – Future Land Use Map Amendment
Case Summary

Capital City Mill District

City Council Districts:	2 & 3
Proposal:	Request amendment of Chapter 8.3 of the Columbia Plan 2018 – Future Land Use Map (subsequently replaced by Plan Columbia: Land Use Plan) to modify the future land use classification of the properties within the Capital City Mill District planning area to Urban Core Mixed Residential (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2), and Employment Campus (EC) as recommended by the Capital City Mill District Area and Corridor Plan (August 30, 2017 draft), Page 31, Figure 22.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	10/02/2017; Approval, (9-0)
PH, 1st Reading:	11/21/2017; Pending
2nd Reading:	12/5/2017; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~333 acres
Current Uses: Various
Proposed Use: Various (no change)
Current Land Use Classifications: Urban Core Mixed Residential – Type 1 (UCMR-1), Urban Core Mixed Residential – Type 2 (UCMR-2), Urban Core Neighborhood Activity Center (UCAC-1), Urban Core Community Activity Center (UCAC-2), Urban Core Regional Activity Center (UCAC-3), Community Activity Corridor (AC-2), Employment Campus (EC), Sports/Amusement District (SD-1), Universities/Colleges (SD-2)
Current Zoning: Office and Institutional District (C-1), Neighborhood Commercial District (C-2), General Commercial District (C-3), Development District (D-1), Light Industrial District (M-1), Heavy Industrial District (M-2), Mixed-Use Corridor/Neighborhood District (MX-1), Mixed-Use Urban (MX-2), Commercial Planned Unit Development District (PUD-C), Residential Planned Unit Development District (PUD-R), Mill Village Two-Family Residential District (RD-2), General Residential District (RG-1), General Residential District (RG-2), Single-Family Residential District (RS-3), and where applicable: -Flood Protective Area (-FP), -Design and Preservation Area (-DP), -Community Character (-CC1), and –Planned Development Area (-PD)

Proposed Land Use Classifications: Urban Core Mixed Residential – Type 3 (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2), and Employment Campus (EC)
Census Tracts: 27, 28, and 117.01

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Urban Core Mixed Residential – Type 3 (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2), and Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map, as shown on the attached maps.

Urban Core Mixed Residential – Type 3 (UCMR-3)

This future land use classification is proposed as an addition to the Plan Columbia Land Use Plan.
Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

Primary Types

- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Small Format Business/Employment
- Small Format Civic/Institutional
- Small Format Commercial

Urban Core Neighborhood Activity Center (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a ¼-mile to 1-mile radius, but may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, 2-3 story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as notes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

Primary Types

- Small Format Business/Employment (excl. Flex)
- Multi-family Small Mixed-use

Secondary Types
- Civic/Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types
- Cemeteries & Mausoleums
- Parking Structures and Lots

Community Activity Corridor (AC-2)
Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 3-5 mile drive and typically consist of a variety of commercial and service uses.

Primary Types
- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types
- Multi-family Small and Medium

Tertiary Types
- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures and Lot

Employment Campus (EC)
Employment campus areas are dedicated to concentrations of employment uses ranging from professional services and research and development to light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are more often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types
- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types
- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types
- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is covered by the *Capital City Mill District Area and Corridor Plan*, which is under review by the City of Columbia and Richland County for adoption. The future land use map amendment proposed herein directly reflects the recommendations of the draft Plan (pages 31-35, dated September 27, 2017).

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* –Future Land Use Map to modify the land use classifications for the property as shown on the attached map and as recommended by the *Capital City Mill District Area and Corridor Plan*.

DRAFT

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

Three of the following recommended land use classifications are derived from the categories adopted in *Plan Columbia: Land Use Plan* (2015) and one new reccomended land use category is introduced. Both Richland County and the City of Columbia have recently updated their respective Comprehensive Plan Land Use Elements as part of the *Plan Together: Putting the Pieces in Place* planning process. The following recommended land use classifications and future land use map (***Figure 22***) are derived from consensus by the City and County. It is recommended that both jurisdictions update their land use classifications and future land use maps to reflect the recommendations in this plan.

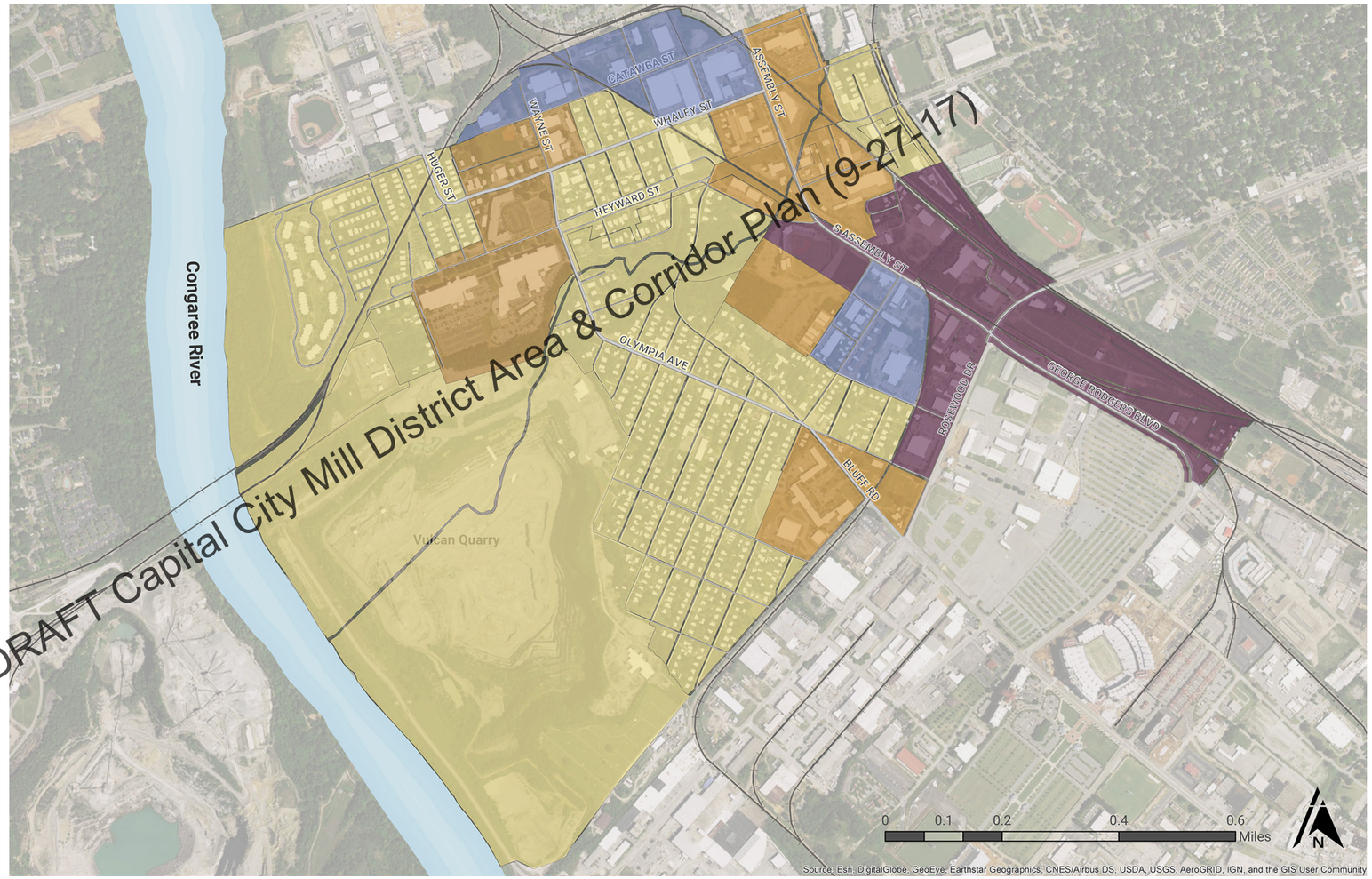


Figure 22: Proposed Future Land Use Map

DRAFT

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

URBAN CORE MIXED RESIDENTIAL (UCMR-3)

This future land use classification is a new classification proposed for adoption by the City of Columbia and Richland County. This will include single-family, two-family, multi-family, and commercial/civic uses where appropriate. To best preserve the quality of the housing in the Mill District, this plan reccommends the addition of this new land-use classiication.

Urban Core Mixed Residential neighborhoods are appropriate in the central city, inner ring areas, and a couple blocks off major corridors throughout Columbia and the more urban areas of unincorporated Richland County. This development type may represent existing and historic neighborhoods and a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately scaled mixed-use and neighborhood service amenities. The development of appropriately scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential neighborhoods usually decrease in intensity as development moves further from main arterials and activity centers.

A development types/building types matrix can be found in the appendix.

USES

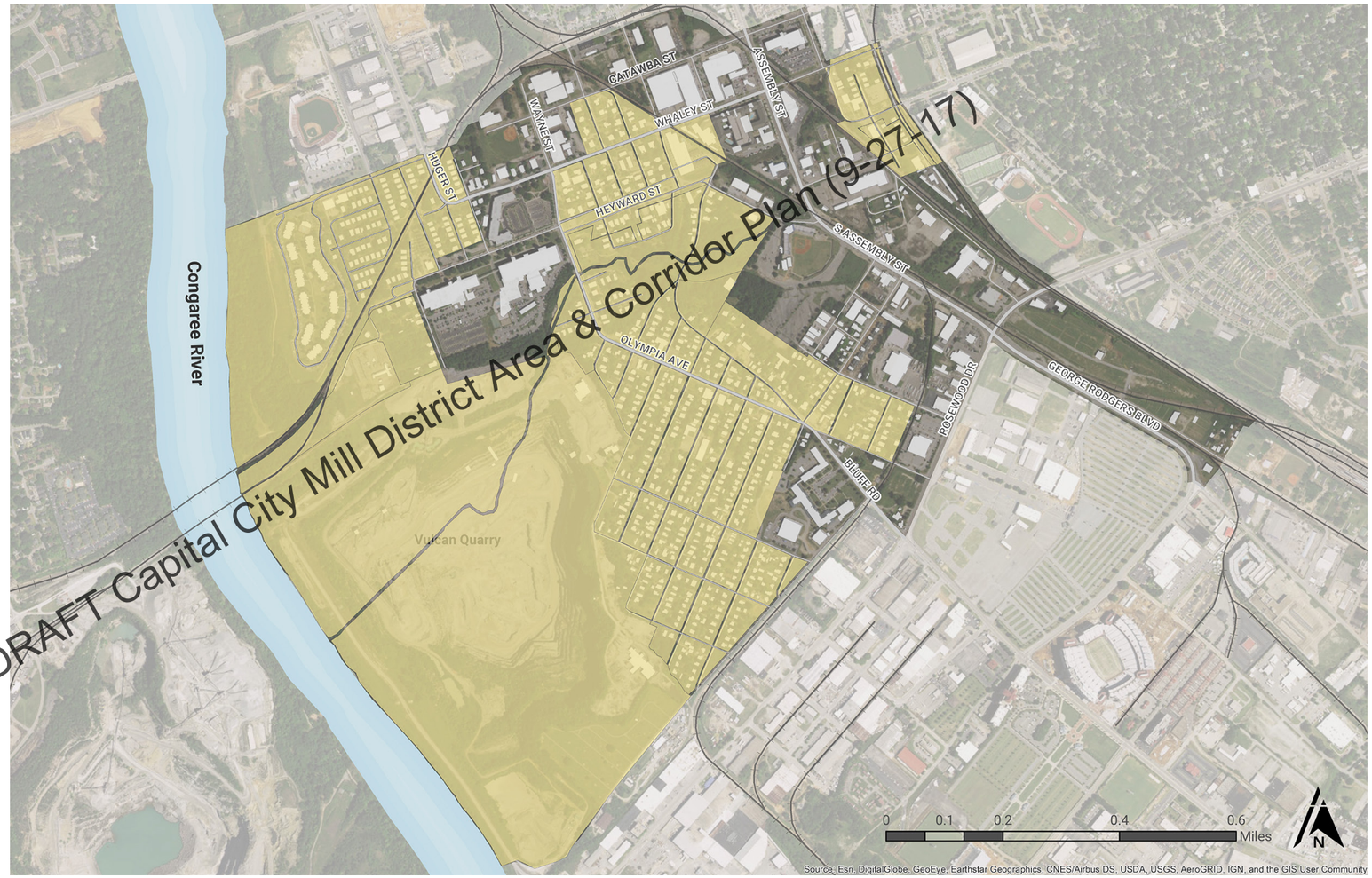
PRIMARY single family detached, single family attached, two-family

SECONDARY three-family, multi-family small

TERTIARY multi-family medium, small format business/employment, small format civic/institutional, small format commercial

MILL DISTRICT CHARACTERISTICS

mill vernacular architecture ◆ predominantly single-family ◆ tertiary commercial uses should be limited to corridors with appropiate scale (Olympia Avenue + Whaley Street)



Capital City Mill District Area & Corridor Plan (9-27-17)
Excerpted from the DRAFT Capital City

Figure 23: Proposed Future Land Use Map - Urban Core Mixed Residential (UCMR-3)

Urban Core Mixed Residential (UCMR-3)

DRAFT

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a 1/3-mile to 1-mile radius, but may capture traffic moving through the neighborhood on their way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, 2-3 story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. These may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood (*Plan Columbia*, 2015, pg.30).

USES

PRIMARY small format business/employment (excl. flex), multi-family small mixed-use

SECONDARY civic/institutional, mult-family (small or med.), single family attached

TERTIARY cemeteries + mausoleums, parking structures and lots

MILL DISTRICT CHARACTERISTICS

mill vernacular architecture ◆ small to medium scale ◆ reflects patterns of adjacent neighborhoods

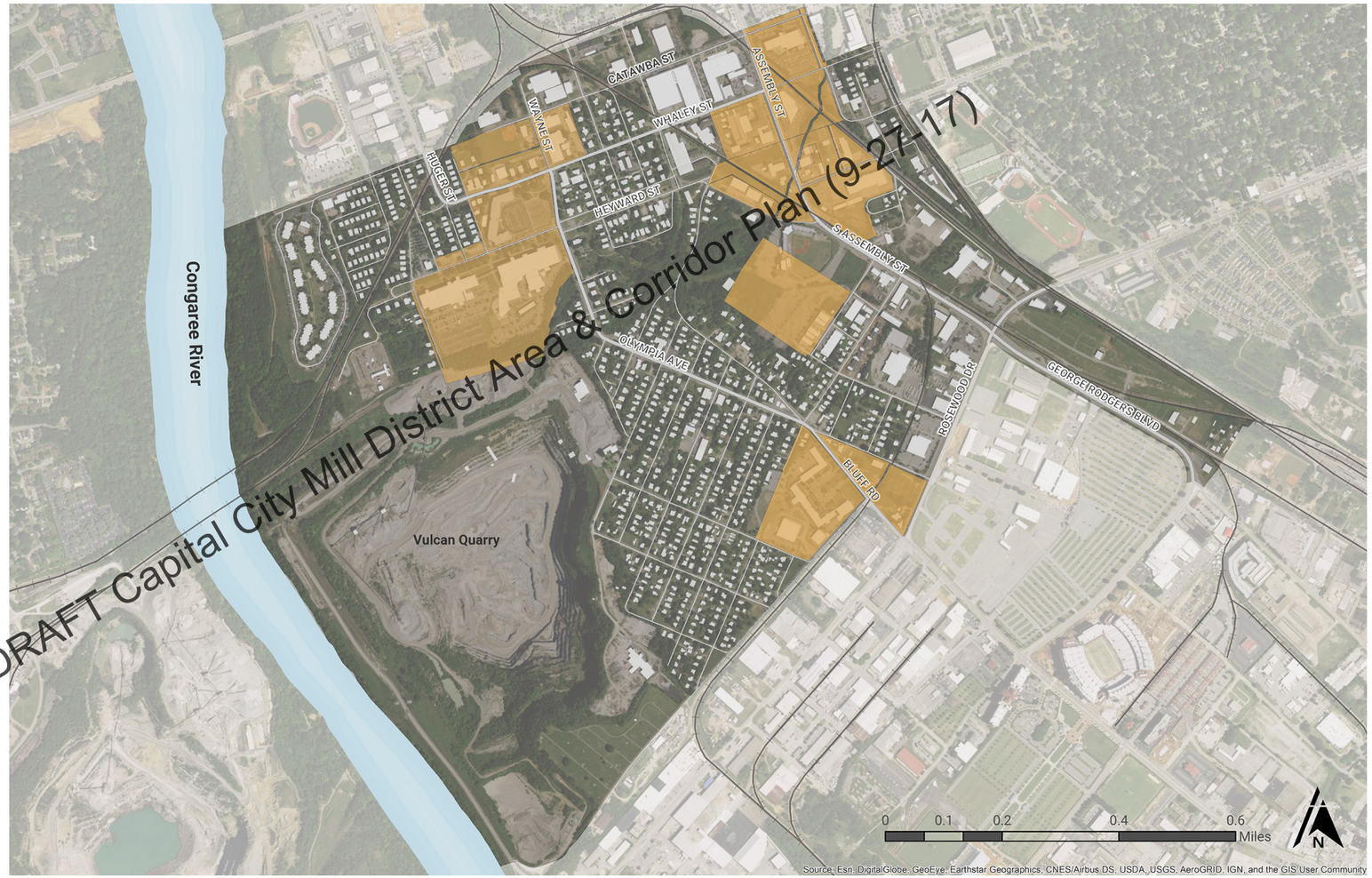


Figure 24: Proposed Future Land Use Map - Urban Core Neighborhood Activity Center (UCAC-1)

Urban Core Neighborhood Activity Center (UCAC-1)

Excerpted from the DRAFT Capital City

DRAFT

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 3-5 mile drive and typically consist of a variety of commercial and service uses (*Plan Columbia*, 2015, pg.36).

USES

PRIMARY small and medium business/employment (excl. flex), multi-family small and medium mixed-use

SECONDARY mult-family (small + medium)

TERTIARY civic/institutional, large format business/employment, single family attached, cemeteries + mausoleums, parking structures and lots

MILL DISTRICT CHARACTERISTICS

reuse and infill development ◆ urban corridor scale ◆ predominantly business ◆ density that defines the street edge



Excerpted from the DRAFT Capital City Mill District Area & Corridor Plan (9-27-17)

Figure 25: Proposed Future Land Use Map - Community Activity Corridor (AC-2)

DRAFT

IMPLEMENT PLACEMAKING POLICIES & PROJECTS

RECOMMENDED LAND USE CLASSIFICATIONS

EMPLOYMENT CAMPUS (EC)

Areas dedicated to concentrations of employment uses ranging from professional services, research and development and light production facilities. They are often designed in parks with internal street networks, extensive green spaces and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus (*Plan Columbia*, 2015, pg.38).

USES

PRIMARY medium to high-rise office/services, medium to extra large format flex

SECONDARY multi-family medium to high-rise mixed use, parking structures

TERTIARY small to large commercial, single family attached, small to high rise multi-family, parking lots

MILL DISTRICT CHARACTERISTICS

active green spaces ◆ flexible innovative buildings ◆ transitional scale ◆ reuse and infill development

Due to the unique, innovative character of the Mill District neighborhoods and the historic nature of the mill villages, scale in this district should be modified to remain consistent with present development pattern and with buildings maintaining a scale that is appropriate as a transition between residential uses and more intense districts.



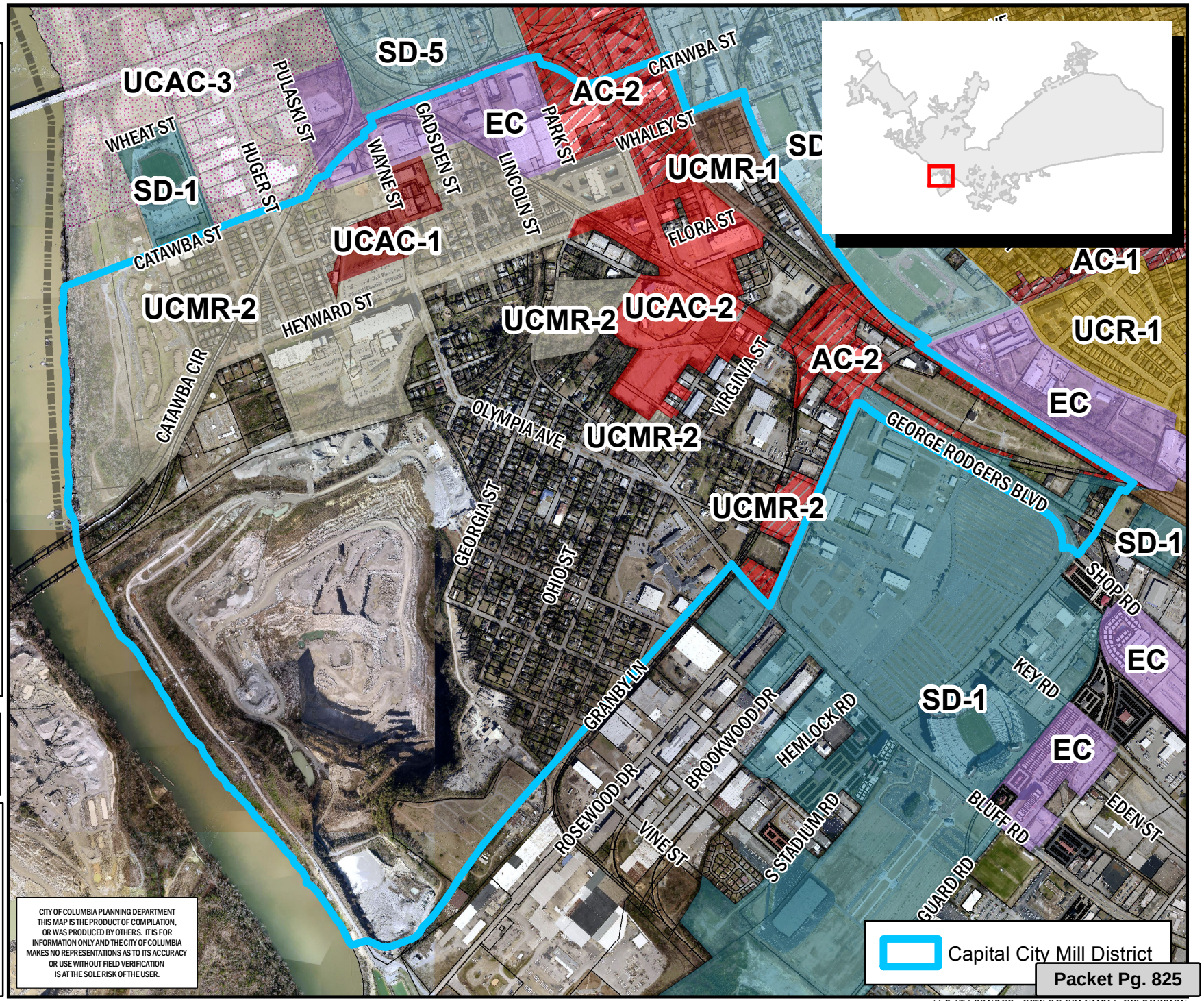
Figure 26: Proposed Future Land Use Map - Employment Campus (EC)

Excerpted from the DRAFT Capital City

Future Land Use Map

Capital City Mill District;
Existing City of Columbia FLU: Assorted

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 250 500 1,000 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
September 18, 2017

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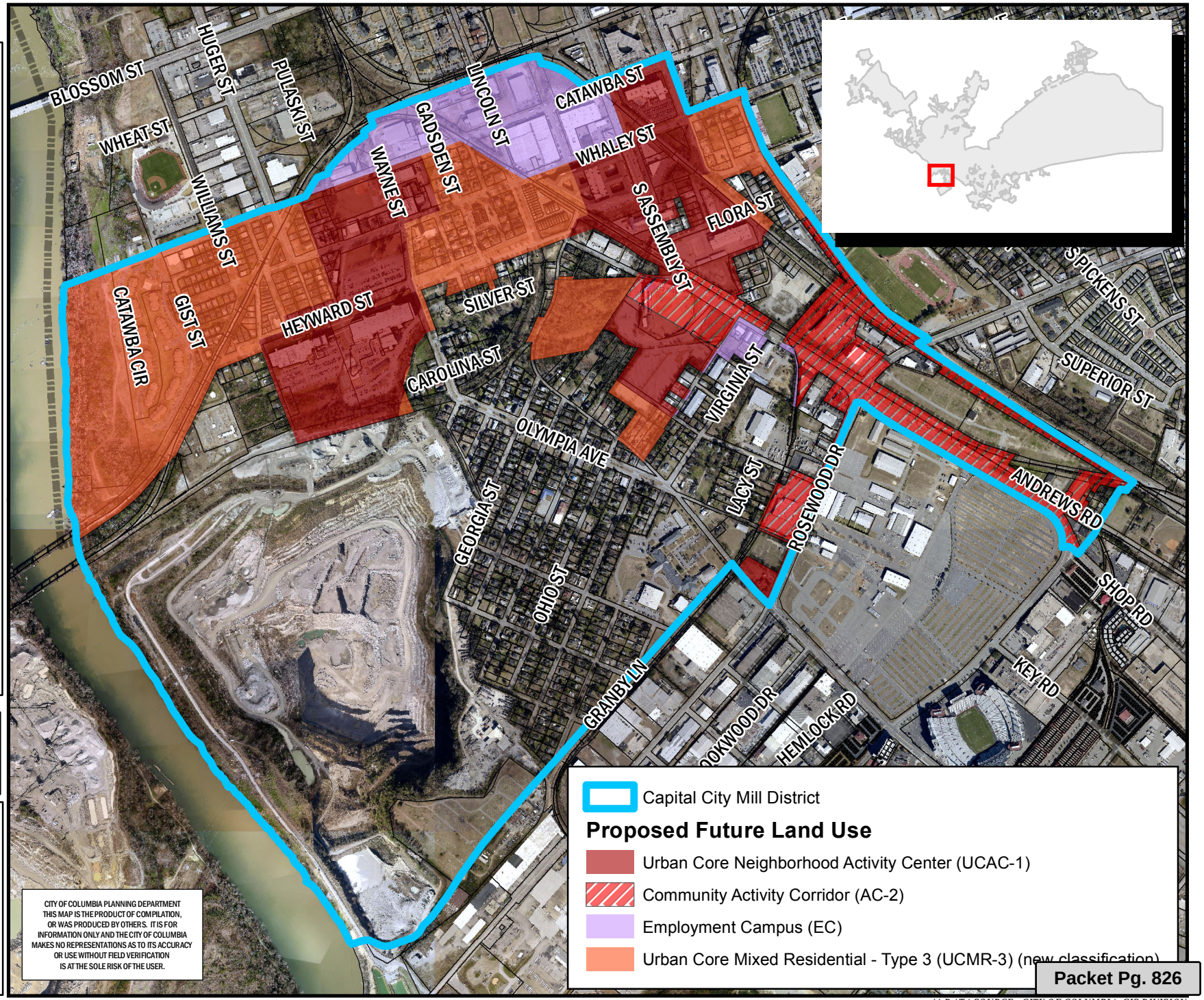
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Future Land Use Map

Capital City Mill District;
Proposed City of Columbia FLU: UCAC-1, AC-2, EC, & UCMR-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 250 500 1,000 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
September 27, 2017

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-096

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for the properties located within the Capital City Mill District Planning Area within the City of Columbia

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together," along with all the maps and policies contained therein; and,

WHEREAS, the properties located within the Capital City Mill District planning area were included within The Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and the properties are currently classified as Urban Core Mixed Residential – Type 1 (UCMR-1), Urban Core Mixed Residential – Type 2 (UCMR-2), Urban Core Neighborhood Activity Center (UCAC-1), Urban Core Community Activity Center (UCAC-2), Urban Core Regional Activity Center (UCAC-3), Community Activity Corridor (AC-2), Employment Campus (EC), Sports/Amusement District (SD-1), Universities/Colleges (SD-2), and as shown on the attached map of existing future land use; and,

WHEREAS, the City of Columbia Planning Commission has reviewed a recommendation by staff that the properties be assigned the future land use classifications of Urban Core Mixed Residential – Type 3 (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2) and Employment Campus (EC) as recommended by the Capital City Mill District Area and Corridor Plan and as shown in the attached proposed future land use map; and,

WHEREAS, the future land use classifications recommended by the Capital City Mill District Area and Corridor Plan were developed through a process of public engagement and are more appropriate as they reflect the vision for the Capital City Mill District planning area, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2017, that the designated land use for the properties located within the Capital City Mill District planning area were identified as a mixture of Urban Core Mixed Residential – Type 1 (UCMR-1), Urban Core Mixed Residential – Type 2 (UCMR-2), Urban Core Neighborhood Activity Center (UCAC-1), Urban Core Community Activity Center (UCAC-2), Urban Core Regional Activity Center (UCAC-3), Community Activity Corridor (AC-2), Employment Campus (EC), Sports/Amusement District

LEGAL DEPARTMENT DRAFT

(SD-1), Universities/Colleges (SD-2) in Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council Districts 2 and 3, Census Tracts 27, 28, and 117.01, contains 333 acres, and the land use classifications shall be amended to include a mixture of Urban Core Mixed Residential – Type 3 (UCMR-3), Urban Core Neighborhood Activity Center (UCAC-1), Community Activity Corridor (AC-2) and Employment Campus (EC) as recommended by the Capital City Mill District Area and Corridor Plan and as shown in the attached proposed future land use map.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

Mayor

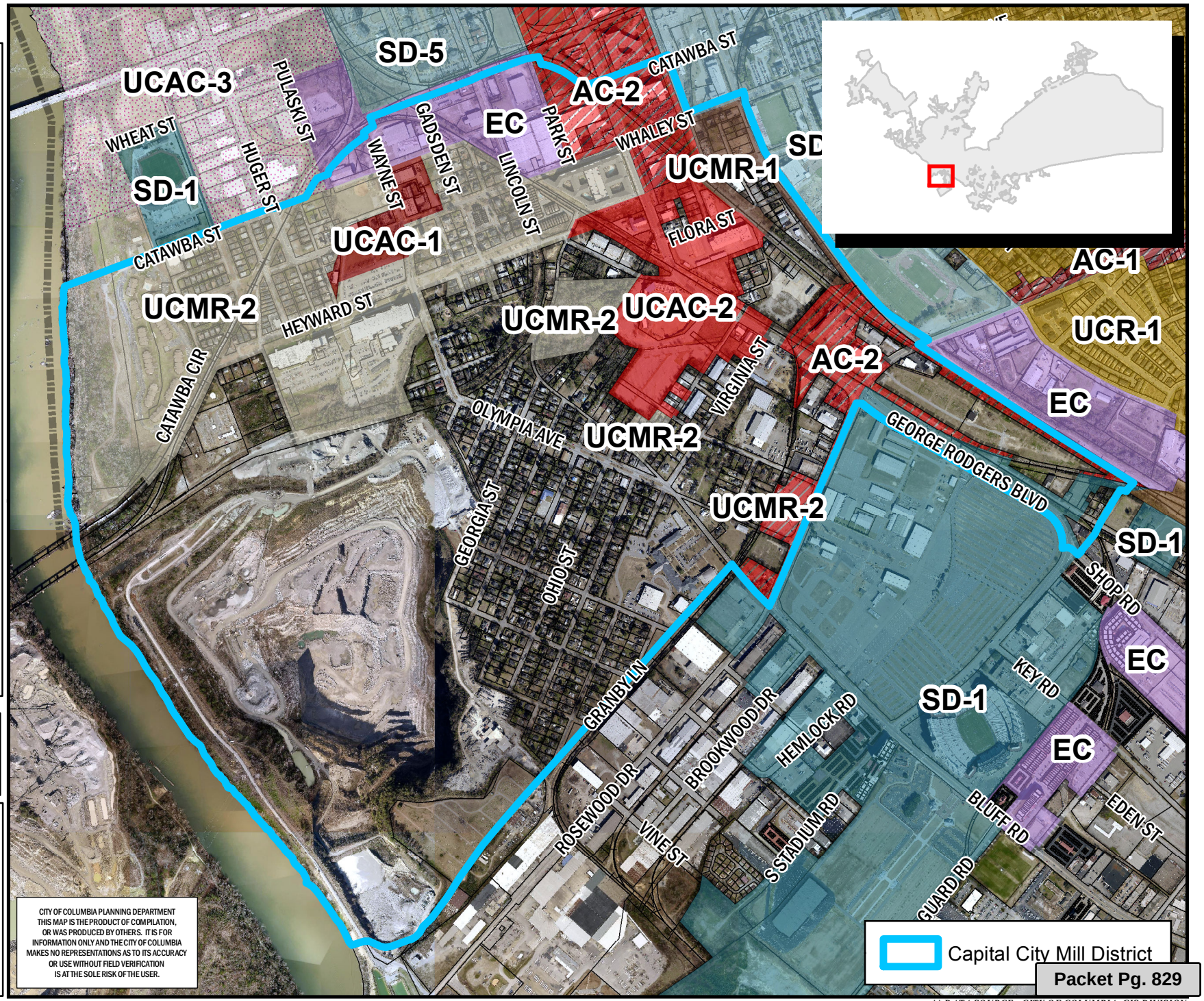
ATTEST:

City Clerk

Future Land Use Map

Capital City Mill District;
Existing City of Columbia FLU: Assorted

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
September 18, 2017

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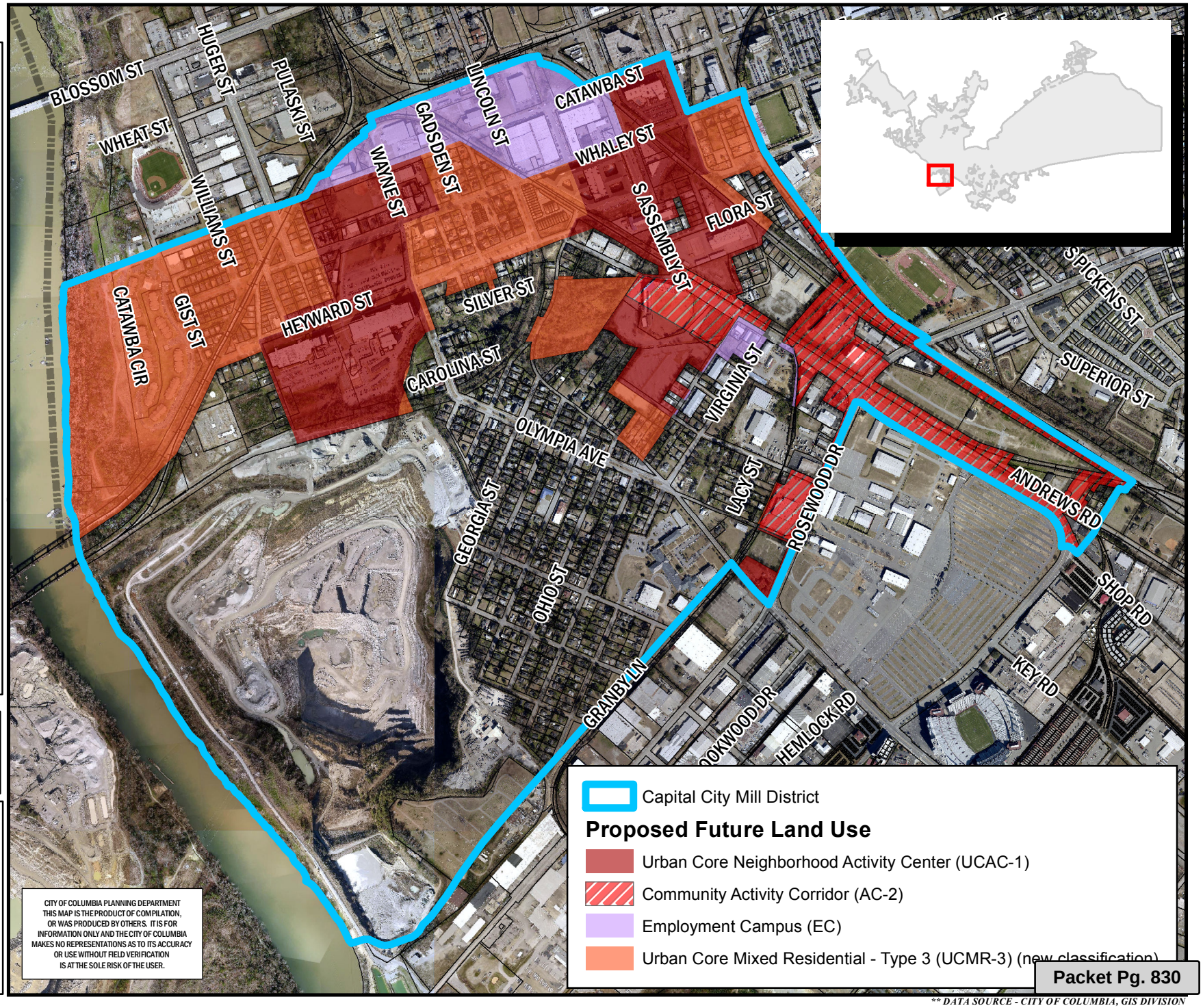
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Future Land Use Map

Capital City Mill District;
Proposed City of Columbia FLU: UCAC-1, AC-2, EC, & UCMR-3

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Leigh DeForth
September 27, 2017

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **COMPREHENSIVE PLAN MAP AMENDMENT CONFIRMATION - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)**

PURPOSE: **Council District: 4**

Proposal: Request to assign land use classification of Urban Edge Residential-Large Lot (UER-2). The property currently has interim land use of Urban Edge Residential-Large Lot (UER-2)

Applicant: Woodcreek Development, LLC

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

PC Recommendation: 07/10/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (9-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** CPLANConfirm_Woodcreek_A6B (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Comprehensive Plan Map Amendment Confirmation Case Summary
4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

Council District:	4	
Proposal:	Request to assign land use classification of Urban Edge Residential-Large Lot (UER-2). The property currently has interim land use of Urban Edge Residential-Large Lot (UER-2)	
Applicant:	Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	07/10/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (9-0)
Annexation, 1st Reading:	08/15/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (5-0)
Annexation, 2nd Reading:	09/05/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (5-0)
Comp Plan Amendment: 1st Reading:	11/21/17: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading:	12/05/17: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading:	11/21/17: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading:	12/05/17: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.24 acres
Current Use: Vacant Land
Proposed Use: Residential Subdivision
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Interim Land Use Classification: Urban Edge Residential-Large Lot (UER-2)
Proposed Land Use Classification: Urban Edge Residential-Large Lot (UER-2)
Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be assigned a land use classification of Urban Edge Residential – Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to a have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business / Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

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

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to assign a land use classification of Urban Edge Residential-Large Lot (UER-2) to the property.



01/31/2017

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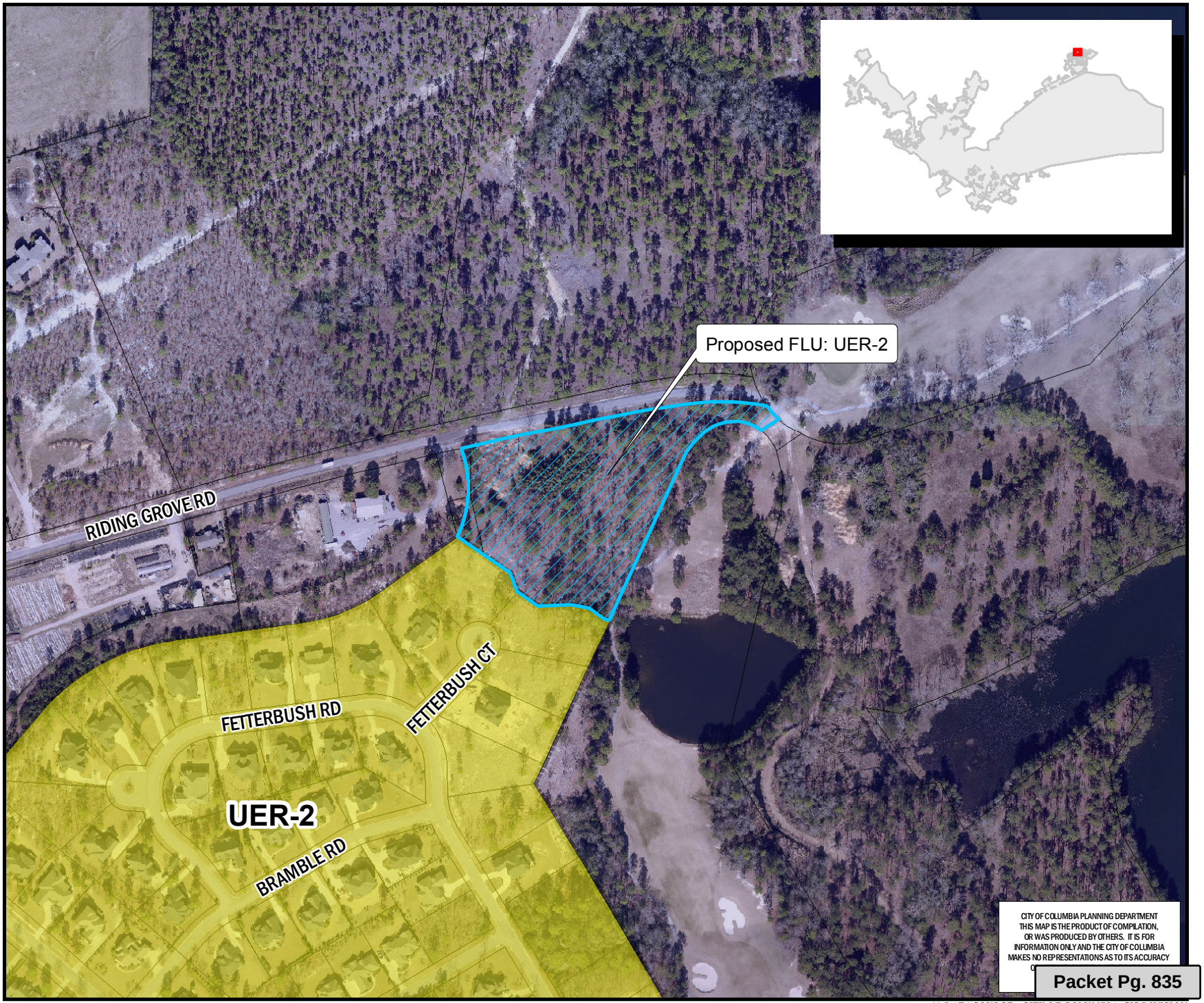
Future Land Use Map

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p);
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ZONING MAP AMENDMENT CONFIRMATION - 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)**

PURPOSE: **Ordinance No.: 2017-098 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; Richland County TMS# 28900-01-11 (p), 28900-01-10(p), and 28900-01-09(p); annexed by Ordinance No.: 2017-068 enacted September 5, 2017**

Council District: 4

Proposal: Request to assign zoning of Planned Unit Development-Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development-Residential District (PUD-R).

Applicant: Woodcreek Development, LLC

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

PC Recommendation: 07/10/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (9-0)

REQUISITION NO.: **Krista Hampton**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMAConfirm_Woodcreek_A6B (PDF)
- #b: 2017-098 add 178 Riding Grove tp Comprehensive Plan (PDF)

CITY COUNCIL

November 21, 2017 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY
4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p)

Council District:	4	
Proposal:	Request to assign zoning of Planned Unit Development-Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development-Residential District (PUD-R).	
Applicant:	Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	07/10/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (9-0)
Annexation, 1st Reading:	08/15/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (5-0)
Annexation, 2nd Reading:	09/05/17: Annex, Assign Interim Land Use and Interim Zoning	APPROVE (5-0)
Comp Plan Amendment: 1st Reading:	11/21/17: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading:	12/05/17: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading:	11/21/17: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading:	12/05/17: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.24 acres
Current Use: Vacant Land
Proposed Use: Residential Subdivision
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current Interim Land Use Classification: Urban Edge Residential-Large Lot (UER-2)
Proposed Land Use Classification: Urban Edge Residential-Large Lot (UER-2)
Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be assigned a land use classification of Urban Edge Residential – Large Lot (UER-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to a have a consistently organized internal street network with loops and interconnections.

Primary Types:

- Single-family Detached
  *Accessory dwelling units

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Small Format Business / Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District to the South. Surrounding parcels within unincorporated Richland County are zoned RU to the West and PDD to the North and East.

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

Planned Unit Development-Residential District

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

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

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

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

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

STAFF RECOMMENDATION

Staff recommends City Council assign zoning of Planned Unit Development-Residential District (PUD-R) to the property.



01/31/2017

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Zoning Map

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p); Existing Richland Zoning: PDD; Proposed Zoning: PUD-R

Department of Planning & Development Services

Legend

- CITY LIMITS
- PARCELS

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

0 65 130 260 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 5, 2017

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

We Are Columbia

Approximate location of Subject Property

RIDING GROVE RD

FETTERBUSH RD

FETTERBUSH CT

BRAMBLE RD

PUD-R

Special Flood Hazard Area

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-098

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; Richland County TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p); annexed by Ordinance No.: 2017-068 enacted September 5, 2017

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces Together", along with all the maps and policies contained therein; and,

WHEREAS, 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p), filed for petition on June 5, 2017, and were not included within Plan Columbia Land Use Plan Putting the Pieces in Place adopted by City Council on February 17, 2015, and shall be assigned the designated future land use classification of Urban Edge Residential – Large Lot (UER-2), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2017, that 4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road, Richland County TMS# 28900-01-11(p), 28900-01-10(p), and 28900-01-09(p), annexed into the City of Columbia by Ordinance No.: 2017-068 enacted on September 5, 2017, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 4.24 acres, and shall be assigned a land use classification of Urban Edge Residential – Large Lot (UER-2).

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

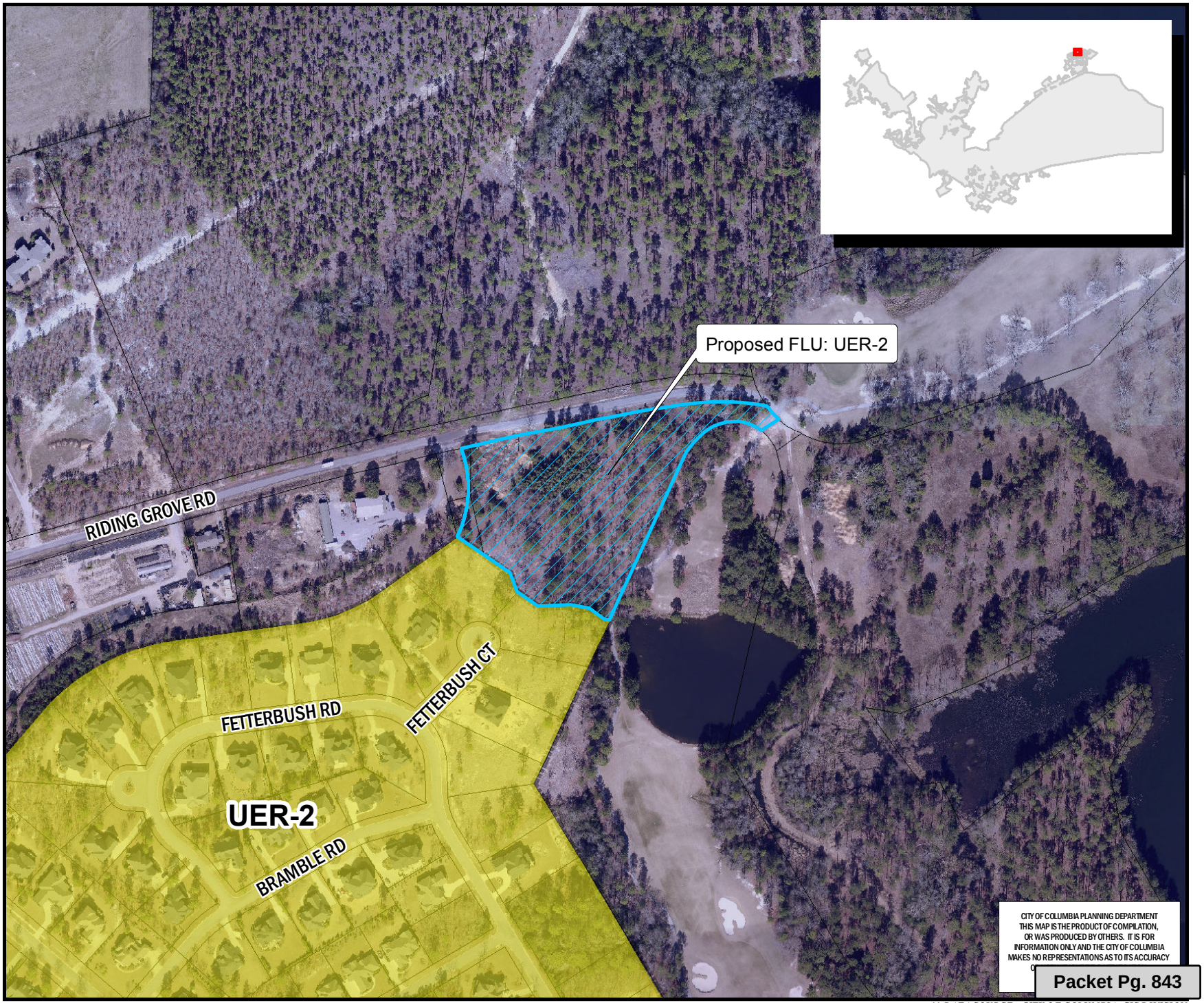
_____
City Clerk

Introduced:
Final Reading:

Future Land Use Map

4.24 acres, 174 Riding Grove Road and 178 Riding Grove Road; TMS# 28900-01-11(p), 28900-01-10 (p), 28900-01-09 (p);
Existing Richland FLU: Neighborhood (Medium Density); Proposed FLU: UER-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2017

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-041 - Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-041 Hampton & Assembly Lease Agreement Amendment (1520 Assembly) (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-041

Authorizing the City Manager to execute an Amendment to Lease Agreement between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2017, that the City Manager is authorized to execute the attached Amendment to Lease Agreement, or on a form approved by the City Attorney, between the City of Columbia and Hampton & Assembly SPE, LLC for the parking garage located at 1520 Assembly Street, Richland County TMS #09014-11-15.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 4/20/2017
17042357

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (this "Amendment") is made and entered into as of this _____ day of _____, 2017, by and between **CITY OF COLUMBIA,** a body politic and corporate and a political subdivision of the State of South Carolina ("Landlord"), and **HAMPTON & ASSEMBLY SPE, LLC,** a South Carolina limited liability company ("Tenant").

WITNESSETH THAT:

WHEREAS, Landlord and Hampton & Assembly Company, LLC, a South Carolina limited liability company ("Hampton & Assembly Company"), entered into that certain Lease Agreement dated February 27, 1998 (the "Lease") with respect to a certain parking garage (the "Garage") located near the intersection of Taylor and Assembly streets in Columbia, South Carolina, as more particularly described in said Lease, with a Short Form Lease evidencing said Lease Agreement being recorded with the office of the Register of Deeds for Richland County in Book 14 at Page 639; and

WHEREAS, Hampton & Assembly Company thereafter assigned all of its right, title and interest as tenant under the Lease to Tenant by that certain Assignment of Lease Agreement executed on June 19, 2006; and

WHEREAS, the current term of the Lease is set to expire on March 20, 2029; and

WHEREAS, Landlord and Tenant have agreed to extend the term of the Lease for a period of 20 years as more particularly set forth herein below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten Dollars ($10.00) in hand to each party paid by the other, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. The term of the Lease, as set forth in Section 3 of the Lease, shall be and hereby is extended for an additional twenty (20) years such that the term of the Lease shall continue in full force and effect until 11:59 P.M. on March 20, 2049, at which time the Lease shall expire. The period of the Lease commencing on March 21, 2029 and ending on March 20, 2049 shall be referred to herein as the "Extension Term." All terms and provisions of the Lease shall remain in full force and effect during the Extension Term, except as modified by this Amendment

3. During the Extension Term, Tenant shall pay to Landlord a monthly fixed lease payment in an amount equal to $30 per parking space in the Garage for the initial five years of the extension period, and such monthly payment shall constitute the maximum rent due from Tenant under the Lease. After the first (5) five years of the Extension Term, the City may increase such monthly fee by the average percentage increase of parking fees in other City owned

parking facilities but in no case greater than 3% per year. Notwithstanding the foregoing, the monthly fee per leased Parking Space shall in no event be greater than the monthly fee offered to the general public for parking in other City parking facilities.

4. During the Extension Term, Tenant shall continue to perform all maintenance and operational responsibilities of the Garage in accordance with the terms and conditions of the Lease. Tenant shall at all times shall cause the Garage to be kept and maintained, in a good repair and working order, commensurate with parking garages of the same age, condition and construction in the City parking system. In the event City exercises its options under either or both of Paragraphs 8 and 9, *infra.*, the City will clean up the premises after the City's use. In addition, during such times as the garage is being used in the manner provided in Paragraphs 8 or 9, the City will provide security for the garage in the same manner as is provided in other City-owned garages.

5. The Tennant shall procure and maintain at all times Commercial General Liability Insurance in an amount not less than One Million and No/100 ($1,000,000.00) Dollars per occurrence and Two Million and No/100 ($2,000,000.00) Dollars Aggregate, which policies shall name the City as an additional insured. Tenant shall provide to the City certificates of insurance evidencing such coverage.

6. As set forth in Section 5 of the Lease, Tenant agrees to provide open parking to the public at no cost from 6:00 P.M. to 6:00 A.M. daily and all hours on weekends and holidays on which the banks in Downtown Columbia are not open for business.

7. The City has the authority to authorize event organizers to promote use of this garage for evening and weekend parking for special events taking place provided the event organizers are required to clean up the premises after its use.

8. During the current and extended lease period, the City may elect to transition from a "no cost" structure to a payment structure for public parking during non-business hours, provided, however, that employees of Tenant's office building tenants who provide the proper identification as a building tenant shall not be charged for non-business hour parking. The employees of its office building tenants shall not sublet or allow third parties to use their parking spaces during non-business hours. The City will retain any revenues generated as a result of doing so.

9. Tenant agrees to work with the City alongside valet companies during non-business hours to provide space for valet uses in the garage, at the rate comparable to same uses in other garages. Such companies shall abide by all local and state requirements for said businesses. The City will retain any revenues generated as a result of doing so.

10. Except as amended by this Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect, including Tenant's option to purchase the Garage as described in Section 30 of the Lease.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute collectively one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement to be effective as of the date first above written.

LANDLORD:

City of Columbia

By: _____
Name: _____
Title: _____

TENANT:

HAMPTON AND ASSEMBLY SPE, LLC, a South Carolina limited liability company

By: _____
Name: John W. Foste
Its: Manager

APPROVED AS TO FORM
10/11/17
Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-084 - Authorizing transfer of an unopened portion of Marion Street between Whaley Street and Catawba Street adjacent to Richland County TMS #11306-13-01, and transfer of an unopened portion of Catawba Street between Marion Street and Bull Street adjacent to Richland County TMS # 11306-09-02, 11306-12-01 and 11306-12-02 to the University of South Carolina**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-084 t-fer unopened pts Marion & Catawba to USC (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-084

Authorizing transfer of an unopened portion of Marion Street between Whaley Street and Catawba Street adjacent to Richland County TMS #11306-13-01, and transfer of an unopened portion of Catawba Street between Marion Street and Bull Street adjacent to Richland County TMS # 11306-09-02, 11306-12-01 and 11306-12-02 to the University of South Carolina

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Quit Claim Deed from the City of Columbia to the University of South Carolina, and any other documents necessary to consummate the transfer of an unopened portion of Marion Street between Whaley Street and Catawba Street adjacent to Richland County TMS #11306-13-01, and the transfer of an unopened portion of Catawba Street between Marion Street and Bull Street adjacent to Richland County TMS #11306-09-02, 11306-12-01 and 11306-12-02, as shown on the attached tax map sheet, for the sum of Five and No/100 ($5.00) Dollars.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 11/6/2017
17090723

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

QUIT-CLAIM DEED

WHEREAS, Catawba Street and Marion Street are located within the corporate limits of the city of Columbia, a municipal corporation duly organized and existing pursuant to the laws of the State of South Carolina, and

WHEREAS, Marion Street between Whaley Street and Catawba Street and Catawba Street between Marion Street and Bull Street have not been in use as streets for at least forty (40) years and are located in the area of the University of South Carolina's West Campus Development; and

WHEREAS, the University of South Carolina has requested that the City of Columbia convey its real property rights to the rights-of-way located within the area of the University of South Carolina's West Campus Development, if any, to the University; and

WHEREAS, the University acknowledges the presence of utilities within the aforementioned rights-of-way, which utilities include City water and sanitary sewer lines; and

WHEREAS, the City Council of the City of Columbia has approved the conveyance of the rights-of-way for Marion Street between Whaley Street and Catawba Street and Catawba Street between Marion Street and Bull Street on _____, 2017 by Ordinance 2017-084;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COLUMBIA** (hereinafter the "Grantor") in the State aforesaid, for and in consideration of Five and no/100 ($5.00) Dollars to it paid by the **UNIVERSITY OF SOUTH CAROLINA** (hereinafter the "Grantee"), the receipt of which is hereby acknowledged, has remised, released, and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said UNIVERSITY OF SOUTH CAROLINA, ITS SUCCESSORS AND ASSIGNS:

All those certain pieces, parcels or lots of land, situate in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as a portion of **Marion Street** between Whaley Street and Catawba Street adjacent to Richland County TMS# R11306-13-01 and TMS# R11306-12-01 and measuring one hundred (100) feet in width and **Catawba Street** between Marion Street and Bull Street adjacent to Richland County TMS# R11306-13-01 and TMS# R11306-12-01 and measuring one hundred (100) feet in width, as shown plat prepared for the City of Columbia by the City of Columbia, Department of Engineering, David S. Sharpe, S.C. PLS#10509, being on file under CF#251-100 and recorded in the office of the Register of Deeds for Richland County in Record Book _____ at Page _____. Also, a copy of said plat being incorporated herein and attached hereto as Exhibit "A".

Grantee's Address: University of South Carolina
Osborne Building – Legal Counsel Office
Columbia, SC 29208

The Grantor reserves the right and an easement on behalf of itself and other public utilities, its successors and assigns, including but not limited to, the right of ingress and egress, to install and maintain sanitary sewer lines, water lines, and associated appurtenances, and, other public utilities in, on and over the above-referenced property, which are listed by way of illustration and not limitation.

Upon conveyance of the above-referenced property, any and all storm drainage lines located thereon shall become the maintenance responsibility of the Grantee herein.

In the event that Grantee desires to perform any construction activities within the above-referenced property, Grantee hereby agrees and covenants that it will, at its own cost and expense, but in coordination with Grantor and in accordance with utility regulations, relocate any of Grantor's utilities, including but not limited to sanitary sewer lines, water lines, and associated appurtenances.

This conveyance is made subject to any and all ordinances, conditions, covenants, reservations, rights-of-way, restrictions, encroachments, easements, surveys and plats or any other matters of record which affect the aforesaid premises, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: Portion of streets under the ownership and authority of the City of Columbia per the original layout of the City of Columbia founded in 1786 and further confirmed by an Act of the General Assembly recorded on May 15, 1982 in Deed Bk. D609 at page 770 (R379, H3633).

TOGETHER with all and singular rights, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, subject to the aforementioned reservations and exceptions.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns, forever, subject to the aforementioned reservations and exceptions; so that neither the City of Columbia, its successors and assigns, nor any other person or persons claiming under the City of Columbia, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever, subject to the aforementioned reservations and exceptions.

WITNESS Grantor's hand and seal by the undersigned this ___ day of _____, 2017.

WITNESSES:

_____

_____

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
Its: City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, do hereby certify that the City of Columbia, by Teresa B. Wilson, its City Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

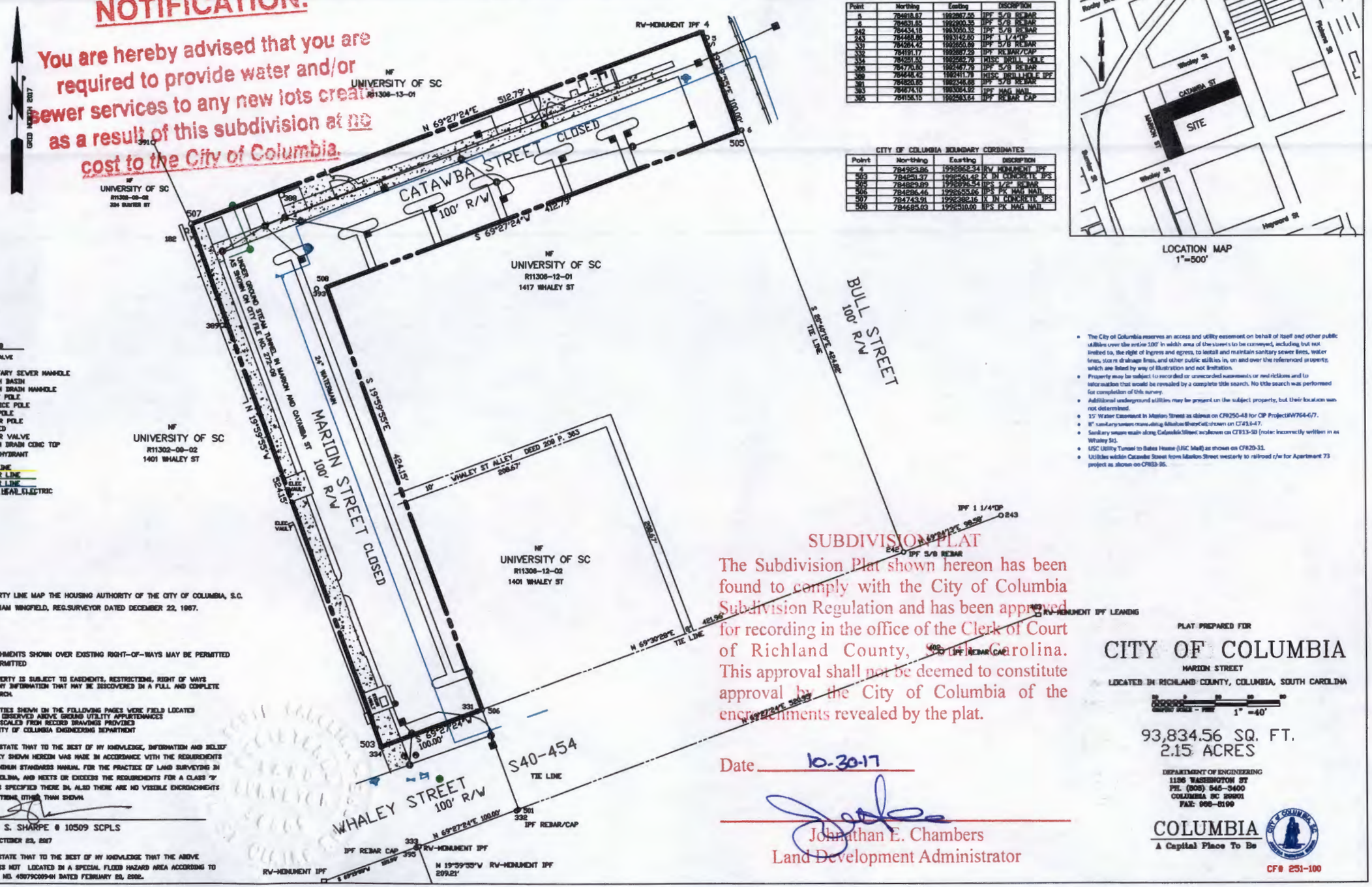
Witness my hand and official seal, this _____ day of _____, 2017.

_____ (SEAL)
Signature of Notary Public
Print Name: _____
My Commission Expires: _____

APPROVED AS TO FORM
11/7/17
Legal Department City of Columbia, SC

NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.



Point	Northing	Easting	DESCRIPTION
5	784618.67	1992987.55	IPF 5/8 REBAR
6	784631.85	1992800.35	IPF 5/8 REBAR
242	784434.18	1993050.32	IPF 5/8 REBAR
243	784488.08	1993142.85	IPF 1 1/4"DP
331	784284.42	1992850.89	IPF 5/8 REBAR
332	784191.17	1992887.23	IPF REBAR/CAP
334	784281.52	1992962.78	MISC DRILL HOLE
388	784370.80	1992987.78	IPF 5/8 REBAR
389	784368.42	1992811.78	MISC DRILLHOLE IPF
391	784820.85	1992548.68	IPF 5/8 REBAR
393	784674.10	1993084.92	IPF MAG NAIL
395	784158.15	1992983.64	IPF REBAR CAP

CITY OF COLUMBIA BOUNDARY CORDINATES

Point	Northing	Easting	DESCRIPTION
4	784923.86	1992962.34	RV MONUMENT IPF
502	784581.37	1992961.42	X IN CONCRETE IPS
503	784020.89	1992895.54	IPS 1/2" REBAR
505	784286.46	1993055.06	IPS PK MAG NAIL
507	784743.91	1992982.16	X IN CONCRETE IPS
508	784685.03	1992510.00	IPS PK MAG NAIL

LOCATION MAP
1"=500'

LEGEND
- GAS VALVE
- SANITARY SEWER MANHOLE
- CATCH BASIN
- STORM DRAIN MANHOLE
- LIGHT POLE
- SERVICE POLE
- GUY POLE
- POWER POLE
- PH PED
- WATER VALVE
- STORM DRAIN CONC TOP
- FIRE HYDRANT

GAS LINE
SEWER LINE
WATER LINE
OVER HEAD ELECTRIC

1. PROPERTY LINE MAP THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, S.C. BY WILLIAM WINGFIELD, REG.SURVEYOR DATED DECEMBER 22, 1967.

NOTES:

ENCROACHMENTS SHOWN OVER EXISTING RIGHT-OF-WAYS MAY BE PERMITTED OR UNPERMITTED

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

THE UTILITIES SHOWN ON THE FOLLOWING PAGES WERE FIELD LOCATED BASED ON OBSERVED ABOVE GROUND UTILITY APPURTENANCES OR WERE SCALED FROM RECORD DRAWINGS PROVIDED BY THE CITY OF COLUMBIA ENGINEERING DEPARTMENT

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS, OTHER THAN SHOWN.

DAVID S. SHARPE # 10509 SCPLS

DATED OCTOBER 23, 2017

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. NO. 45079C0094H DATED FEBRUARY 20, 2002.

- The City of Columbia reserves an access and utility easement on behalf of itself and other public utilities over the entire 100' in width area of the streets to be conveyed, including but not limited to, the right of ingress and egress, to install and maintain sanitary sewer lines, water lines, storm drainage lines, and other public utilities in, on and over the referenced property, which are listed by way of illustration and not limitation.
- Property may be subject to recorded or unrecorded easements or restrictions and to information that would be revealed by a complete title search. No title search was performed for completion of this survey.
- Additional underground utilities may be present on the subject property, but their location was not determined.
- 15' Water Easement in Marion Street as shown on CF#250-48 for CIP Project#W764-6/7.
- 8" sanitary sewer main along Marion Street as shown on CF#14-47.
- Sanitary sewer main along Catawba Street as shown on CF#13-50 (note: incorrectly written in as Whaley St).
- USC Utility Tunnel to Bates House (USC Mall) as shown on CF#29-31.
- Utilities within Catawba Street from Marion Street westerly to railroad r/w for Apartment 73 project as shown on CF#33-85.

SUBDIVISION PLAT

The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date 10-30-17

Johnathan E. Chambers
Land Development Administrator

PLAT PREPARED FOR

CITY OF COLUMBIA

MARION STREET

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

GRAPHIC SCALE - FEET 1" =40'

93,834.56 SQ. FT.
2.15 ACRES

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 803-8199

COLUMBIA
A Capital Place To Be

CF# 251-100

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-090 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-125 Definitions and Sec. 21-127 Basis for establishing areas of special flood hazard; Division 2, Administration, Sec. 21-151 Responsibility for administration, add Sec. 21-152 Definitions, renumber and amend remaining sections as Sec. 21-153 Application for development permit; Sec. 21-154 Duties of city engineer; Sec. 21-155 Appeals and variances; Division 3, Flood Hazard Reduction, Sec. 21-171 General standards; Sec. 21-1782 Specific standards and Sec. 21-173 Standards for streams without established base flood elevations and floodways**

PURPOSE: **The City of Columbia has received updated Flood Insurance Rate Maps (FIRMs) from FEMA When the FIRM Panels are released, the entire floodplain ordinance is reviewed to ensure compliance with the National Flood Insurance Program (NFIP). The proposed ordinance changes include updating the map panel numbers and effective date to reflect the newly released maps as well as minor corrections to definitions and clarification of other sections as outlined.**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2017-090 amend Ch 21 Stormwater Management and Sedimentation Control (PDF)

ORDINANCE NO.: 2017-090

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-125 Definitions and Sec. 21-127 Basis for establishing areas of special flood hazard; Division 2, Administration, Sec. 21-151 Responsibility for administration, add Sec. 21-152 Definitions, renumber and amend remaining sections as Sec. 21-153 Application for development permit; Sec. 21-154 Duties of city engineer; Sec. 21-155 Appeals and variances; Division 3, Flood Hazard Reduction, Sec. 21-171 General standards; Sec. 21-1782 Specific standards and Sec. 21-173 Standards for streams without established base flood elevations and floodways

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-125 Definitions and Sec. 21-127 Basis for establishing areas of special flood hazard; Division 2, Administration, Sec. 21-151 Responsibility for administration, add Sec. 21-152 Definitions, renumber and amend remaining sections as Sec. 21-153 Application for development permit; Sec. 21-154 Duties of city engineer; Sec. 21-155 Appeals and variances; Division 3, Flood Hazard Reduction, Sec. 21-171 General standards; Sec. 21-1782 Specific standards and Sec. 21-173 Standards for streams without established base flood elevations and floodways, are amended to read as follows:

DIVISION 1. GENERALLY

Sec. 21-125. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Unless specifically defined in this section, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage to give this article its most reasonable application.

Accessory structure (Appurtenant structure) means structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a firewall. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter loadbearing walls is new construction.

Appeal means a request for a review of the city engineer's interpretation of any provision of this article or a request for a variance.

Area of shallow flooding means a designated AO zone on a community's flood insurance rate map (FIRM) with base flood depths from one to three feet, where a clearly defined channel does not exist,

where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its first floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

Building means any structure built for support, shelter or enclosure for any occupancy or storage.

Critical development means development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, stores or produces highly volatile, toxic or water-reactive materials, or houses occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or permanent storage of materials.

Elevated building means a nonbasement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls or breakaway walls.

Existing construction means any structure for which the start of construction commenced before August 26, 1981.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 26, 1981.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood and *flooding* mean a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood proofing means any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improve real property, water and sanitary facilities, structures and their contents.

Flood insurance study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary and floodway map and the water surface elevation of the base flood.

Flood resistant material means any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type floor coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor means the top surface of an enclosed area in a building (including basement), i.e., top of a slab in concrete slab construction or top of wood flooring in wood frame construction. ~~The term does not include the floor of a garage used solely for parking vehicles.~~ The floor of an attached garage can still be considered the lowest floor if there are no openings.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a dock. The term does not include long-term storage, manufacture, sales or service facilities.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior; or
b. Directly by the Secretary of the Interior in states without approved programs.

Increased Cost of Compliance (ICC) – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

Limited storage means an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of this ordinance.

Lowest Adjacent Grade (LAG) means an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

Lowest floor means the lowest floor of the lowest enclosed area. Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered the buildings lowest floor, provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

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Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this article, the term is synonymous with National Geodetic Vertical Datum (NGVD).

National Geodetic Vertical Datum (NGVD), as corrected in 1929, is a vertical control used as a reference for establishing various elevations within the floodplain.

New construction means structures for which the start of construction commenced on or after August 26, 1981. The term also includes any subsequent improvements to such structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 26, 1981.

North American Vertical Datum (NAVD) of 1988 means vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

Recreational vehicle means a vehicle which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Repetitive loss means a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

Section 1316 of the National Flood insurance Act of 1968 provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

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Special flood hazard area (see area of special flood hazard) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Start of construction includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basements, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, reconstruction, alteration or improvements to a structure in which the cumulative cost over the previous five-year period equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The current market value of the structure should be (i) the appraised value of the structure prior to the start of the repair or improvement for which the current permit is sought, or (ii) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (1) any project for improvement of a structure required to correct existing violations of state or local health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantially improved existing manufactured home park or subdivision means a manufactured home park or subdivision where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance means a grant of relief from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with these regulations.

Sec. 21-127. Basis for establishing areas of special flood hazard.

Adoption of Letter of Map Revisions (LOMR) – All LOMRs that are issued in the areas identified in this ordinance are hereby adopted.

The areas of special flood hazard identified by the Federal Emergency Management Agency in its flood insurance study for the county at the following map numbers with effective dates are declared to be a part of this article:

Map Number	Effective Date
45079C00945~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0165~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0210~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0230~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0235~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0236~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0237~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0255~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0260~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0261~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0262~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0263~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0264~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0270~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0280~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0285~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0295~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0325~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0241~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0242~~K~~ L	~~September 29, 2010~~ December 21, 2017
45079C0376~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0377~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0379~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0138~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0383~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0405~~K~~ L	~~September 29, 2010~~ December 21,2017
45079C0410~~K~~ L	~~September 29, 2010~~ December 21,2017
45063C0133F	July 17, 1995
45063C0134F	July 17, 1995
45079C0094L	December 21, 2017
45079C0164L	December 21, 2017
45079C0168L	December 21, 2017
45079C0208L	December 21, 2017
45079C0209L	December 21, 2017
45079C0207L	December 21, 2017
45079C0206L	December 21, 2017

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45079C0226L	December 21, 2017
45079C0228L	December 21, 2017
45079C0229L	December 21, 2017
45079C0236L	December 21, 2017
45079C0237L	December 21, 2017
45079C0238L	December 21, 2017
45079C0239L	December 21, 2017
45079C0243L	December 21, 2017
45079C0244L	December 21, 2017
45079C0242L	December 21, 2017
45079C0241L	December 21, 2017
45079C0233L	December 21, 2017
45079C0234L	December 21, 2017
45079C0251L	December 21, 2017
45079C0252L	December 21, 2017
45079C0254L	December 21, 2017
45079C0253L	December 21, 2017
45079C0261L	December 21, 2017
45079C0262L	December 21, 2017
45079C0264L	December 21, 2017
45079C0263L	December 21, 2017
45079C0270L	December 21, 2017
45079C0266L	December 21, 2017
45079C0267L	December 21, 2017
45079C0259L	December 21, 2017
45079C0258L	December 21, 2017
45079C0257L	December 21, 2017
45079C0276L	December 21, 2017
45079C0277L	December 21, 2017
45079C0279L	December 21, 2017
45079C0278L	December 21, 2017
45079C0290L	December 21, 2017
45079C0295L	December 21, 2017
45079C0285L	December 21, 2017
45079C0281L	December 21, 2017
45079C0325L	December 21, 2017
45079C0315L	December 21, 2017
45079C0405L	December 21, 2017
45079C0410L	December 21, 2017
45079C0382L	December 21, 2017
45079C0381L	December 21, 2017
45079C0383L	December 21, 2017
45079C0387L	December 21, 2017
45079C0379L	December 21, 2017
45079C0378L	December 21, 2017

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45079C0376L	December 21, 2017
45079C0377L	December 21, 2017
45079C0357L	December 21, 2017
45079C0356L	December 21, 2017
45079C0358L	December 21, 2017
45079C0359L	December 21, 2017

DIVISION 2. ADMINISTRATION

Sec. 21-151. Responsibility for administration.
The city engineer, the floodplain administrator or their ~~city engineer~~ designee is hereby appointed to administer and implement the provisions of this article.

Sec. 21-152. Application for development permit.
Application for a development permit shall be made to the city engineer, or his designee on forms furnished by ~~him~~ the City prior to any development activities, and may include but shall not be limited to the following: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; and existing or proposed structures, fill, storage of materials and drainage facilities, and their location. Specifically, the following is required:

(1) Application stage. The applicant shall provide the following:

a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all structures.

b. Elevation in relation to mean sea level to which any nonresidential structure will be flood proofed.

c. Certification from a registered professional engineer or architect that the nonresidential flood proofed structure will meet the flood proofing criteria in section 21-172(2).

d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

(2) Construction stage. The applicant shall provide a floor elevation or flood proofing certification after the lowest floor is completed. Upon placement of the lowest floor, or flood proofing by whatever construction means, it shall be the duty of the permit holder to submit to the city engineer or designee a certification of the elevation of the lowest floor or flood proofed elevation, as built, in relation to mean sea level. The certification shall be prepared by or under the direct supervision of and certified by a registered land surveyor or professional engineer. When flood proofing is utilized for a particular building, the certification shall be prepared by or under the direct supervision of and certified by a professional engineer or architect. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The city engineer shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey, or failure to make the corrections required by this section, shall be cause to issue a stop work order for the project.

(3) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements that

the development is built in accordance with the submitted plans and previous pre-development certifications.

Sec. 21-153. Enforcement.

(a) Inspections.

The local floodplain administrator or his designee may make as many inspections of the work as may be necessary to ensure that any work is being done according to the provisions of the local ordinance and the terms of any permit. In exercising this power, the floodplain administrator or his designee has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

(b) Corrective Action Order.

(1) If the local floodplain administrator or his designee finds violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The floodplain administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that the building or property is in violation of the Flood Damage Prevention Ordinance. He/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, but not less than 60 days, as the floodplain administrator may prescribe; provided that where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.

(2) Any owner who has received an order to take corrective action may appeal from the order as provided for in this Article.

(c) Remedies.

(1) Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

(2) The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked. What constitutes a substantial departure will be determined by the floodplain administrator.

(3) If a structure is declared in violation of this ordinance and after all other penalties are exhausted to achieve compliance with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

a. The following documents are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

i. FEMA 55 Coastal Construction Manual
ii. All FEMA Technical Bulletins
iii. All FEMA Floodplain Management Bulletins
iv. FEMA 348 Protecting Building Utilities from Flood Damage
v. FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

(4) If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

Sec. 21-153~~3~~4. Duties of city engineer.

Duties of the city engineer under this article shall include but not be limited to the following:

(1) The city engineer shall review all development permits to ensure that the permit requirements of this article have been satisfied.

(2) The city engineer shall review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

(3) The city engineer shall notify adjacent communities and South Carolina Department of Natural Resources State Coordinator of Flood Mitigation Programs prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(4) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification.

(5) ~~(4)~~ The city engineer shall ensure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished.

(6) The city engineer shall prevent encroachments within floodways unless the certification and flood hazard reduction provisions of this ordinance are met.

(7) Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

(8) Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

(9)~~(5)~~ The city engineer shall verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in accordance with section 21-152(2).

(9)~~(5)~~ The city engineer shall verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in accordance with section 21-152(2).

(10)~~(6)~~ The city engineer shall verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed, in accordance with section 21-152(2).

(11)~~(7)~~ When flood proofing is utilized for a particular structure, the city engineer shall obtain certification from a registered professional engineer or architect, in accordance with section 21-172(2).

(12)~~(8)~~ Where interpretation is needed as to the location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the city engineer shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(13) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted by the City Engineer to FEMA as per the map maintenance activity requirements.

(14)~~(9)~~ When base flood elevation data or floodway data has not been provided in accordance with section 21-127, then the city engineer shall obtain, review and reasonably utilize any base flood elevation data available from a federal, state or other source in order to administer the provisions of division 3 of this article.

Sec. 21-154~~5~~. Appeals and variances.

(a) *Establishment of appeals board.* The building board of adjustments and appeals as established by the city council shall hear and decide appeals and requests for variances from the requirements of this article.

The building board of adjustments and appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the city engineer or his designee in the enforcement or administration of this article.

(b) *Right to appeal.* Any person aggrieved by the decision of the building board of adjustments and appeals, or any taxpayer, may appeal such decision to the court of common pleas, as provided by state law.

(c) *Historic structures*. Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(d) *Functionally dependent uses*. Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this article are met, no reasonable

alternative exists, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

(e) *Criteria*. In passing upon such applications, the building board of adjustments and appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;

(6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(7) The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected height, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(11) The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(f) *Findings*. Findings listed above shall be submitted to the building board of adjustments and appeals, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

(g) *Floodways*. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 15% of the cost to perform the development.

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(h) *Conditions*. Upon consideration of the factors listed above and the purposes of this article, the building board of adjustments and appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article. The following conditions shall apply to all variances:

(1) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

(2) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(4) Variances shall only be issued upon:
a. A showing of good and sufficient cause;
b. A determination that failure to grant the variance would result in exceptional hardship; and
c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(5) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.

(6) A variance shall not be issued for unpermitted development or other development that is not in compliance with the provision of this article.

(7) The city engineer or the city engineer designee shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

Sec. 21-155~~6~~---21.170. Reserved

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 21-171. General standards.

In all areas of special flood hazard, the following provisions are required:

(1) Reasonably Safe from Flooding - All permit applications shall be reviewed to determine whether proposed building sites will be reasonably safe from flooding.

(2)~~(1)~~ New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

(3)~~(2)~~ Manufactured homes shall be anchored to prevent flotation, collapse or lateral movement. Methods of anchoring may include but are not limited to use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

(4)~~(3)~~ New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(5)~~(4)~~ New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.

(6) Critical Development - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,

(7)~~(5)~~ Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(8)~~(7)~~ New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.

(9)~~(8)~~ New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(10)~~(9)~~-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(11) Gas Or Liquid Storage Tanks – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.

(12) Any alteration, repair, reconstruction or improvements to a structure which is in compliance with the provisions of this article shall meet the requirements of new construction as contained in this article.

(13) Non-Conforming Buildings or Uses - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

(14) American with Disabilities Act (ADA) - A building must meet the specific standards for floodplain construction outlined in this ordinance, as well as any applicable ADA requirements. The ADA is not

justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

Sec. 21-172. Specific standards.

In all areas of special flooding hazard where base flood elevation data has been provided, the following provisions are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to facilitate the unimpeded movement of floodwaters shall be provided in accordance with standards of subsection (3) of this section.

(2) *Nonresidential construction.* New construction and substantial improvement of any commercial, industrial or nonresidential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two feet above the level of the base flood elevation. No basements are permitted. Structures located in all A zones may be flood proofed in lieu of being elevated provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

(3) *Elevated buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

1. A minimum of two openings on different walls shall be provided having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. The bottom of all openings shall be no higher than one foot above the higher of the interior or exterior grade immediately under the opening; ~~and~~

3. Only the portions of openings that are below the base flood elevation can be counted towards the required net open area~~.~~ ;

4. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;

5. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building; and,

6. Hazardous Velocities - Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

~~b. Electrical, plumbing and other utility connections are prohibited below the base flood elevation.~~

~~c. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).~~

~~d. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.~~

(4) *Enclosures below lowest floor:*

a. Electrical, plumbing and other utility connections are prohibited below the base flood elevation.

b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

d. All construction materials below the required lowest floor elevation specified in the specific standards should be of flood resistant materials.

(5) ~~(4)~~ *Standards for manufactured homes and recreational vehicles.*

a. All manufactured homes placed or substantially improved on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, or in substantially improved manufactured home parks or subdivisions must meet all the requirements for new construction, including elevation and anchoring.

b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:

1. The lowest floor of the manufactured home is elevated no lower than two feet above the level of the base flood elevation.

2. The manufactured home chassis is supported by reinforced piers, or other foundation elements of at least an equivalent strength, of no less than 36 inches in height above grade.

3. The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement.

4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, any manufactured home placed or substantially improved must meet the standards of this section.

5. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

c. All recreational vehicles placed on sites must either:

1. Be on site for fewer than 180 consecutive days

2. Be fully licensed and ready for highway use; or

3. Meet all the requirements for new construction, including anchoring and elevation requirements of this section.

d. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached structures.

(6) ~~(5)~~ *Floodways*. Located within areas of special flood hazard are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwater, which carries debris and potential projectiles and has erosion potential, the following provisions shall apply:

a. Encroachments are prohibited, including fill, new construction, substantial improvements and other development, unless certification (with supporting technical data) by a professional engineer is provided demonstrating that encroachment will not result in any increase in flood levels during the base flood discharge.

b. A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

c. ~~b~~ If subsection (5)a of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

d. e The placement of manufactured homes (mobile homes) is prohibited except in an existing manufactured home (mobile home) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards and the elevation standards are met.

e. Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

f. Map Maintenance Activities – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in this ordinance accurately represent flooding conditions so appropriate floodplain management criteria are based on current data.

(7) *Requirement to Submit New Technical Data*

a. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months from the date such information becomes available. These development proposals include; but not limited to:

1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with this ordinance.

b. It is the responsibility of the applicant to have technical data, required in accordance with this ordinance, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

1. The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

2. Proposed floodway encroachments that increase the base flood elevation; and

3. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

4. Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to this ordinance.

5. Right to Submit New Technical Data The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(8) *Accessory Structures* A detached accessory structure or garage, the cost of which is greater than $3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 Wet Floodproofing Requirements or be elevated in accordance with this ordinance or dry floodproofed in accordance with this ordinance.

a. If accessory structures of $3,000 or less are to be placed in the floodplain, the following criteria shall be met:

1. Accessory structures shall not be used for any uses other than the parking of vehicles and storage,

2. Accessory structures shall be designed to have low flood damage potential

3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,

4. Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement of the structure,

5. Service facilities such as electrical and heating equipment shall be installed in accordance with this ordinance,

6. Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with this ordinance, and

7. Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

8. Swimming Pool Utility Equipment Rooms - If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

9. The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

b. Elevators

1. Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

2. All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

c. Fill

1. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Article IV B(1) or B (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

2. Fill may not be placed in the floodway unless it is in accordance with the requirements in this ordinance

3. Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.

4. Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.

5. Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.

6. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion.

7. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

8. Fill may not be used for structural support in the coastal high hazard areas.

9. Will meet the requirements of FEMA Technical Bulletin 10-01, Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding.

Sec. 21-173. Standards for streams without established base flood elevations and floodways.
Located within the areas of special flood hazard established in section 21-127, where small streams exist but where no base flood data has been provided or where no floodways have been provided, the following provisions apply:

(1) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or 20 feet on each side from the top of the bank, whichever is greater, unless certification by a professional engineer is provided demonstrating that such encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) New construction and substantially improved structures shall be elevated or flood proofed to elevations established in accordance with section ~~21-153(9)~~ 21-172(1) and (2) or the lowest floor (including basement) shall be elevated at least ~~three~~ two feet above the highest adjacent grade.

(3) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions) which is greater than the lesser of 50 lots or five acres.

(4) Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 Use of Flood Insurance Study (FIS) Data as Available Data. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

(5) When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual Managing Floodplain Development in Approximate Zone A Areas:

a. Contour Interpolation

1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
2. Add one-half of the contour interval of the topographic map that is used to the BFE.

b. Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

c. Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-099 - Granting a Right of Way Easement to Richland County for the Atlas Road Widening Project along a portion of City-owned property identified as Richland County TMS#16312-01-02 (Atlas Road Fire Station); CF#250-423**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2017-099 Easement to Richland County - Atlas Road Widening (PDF)

ORDINANCE NO.: 2017-099

Granting a Right of Way Easement to Richland County for the Atlas Road Widening Project along a portion of City-owned property identified as Richland County TMS#16312-01-02 (Atlas Road Fire Station); CF#250-423

WHEREAS, Richland County has requested a right-of-way easement comprising of approximately 4,000 square feet (0.92 acres) along a portion of the Atlas Road Fire Station property known as Richland County TMS #16312-01-02, for the widening of Atlas Road and roadway improvements; and,

WHEREAS, the plans for the proposed utility installations have been reviewed and approved by the Fire Department and the Department of Engineering and there are no conflicts with existing or planned City utilities; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2017, for and in consideration of the sum of Five and No/100 ($5.00) Dollars, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **RICHLAND COUNTY** for widening Atlas Road and roadway improvements along a portion of Richland County TMS #16312-01-02.

The referenced right-of-way easement is shown on a drawing prepared for Richland County for the Atlas Road Widening Project, Project ID P029310, dated October 13, 2016, and being on file in the Office of the Department of Engineering under file reference #250-423. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

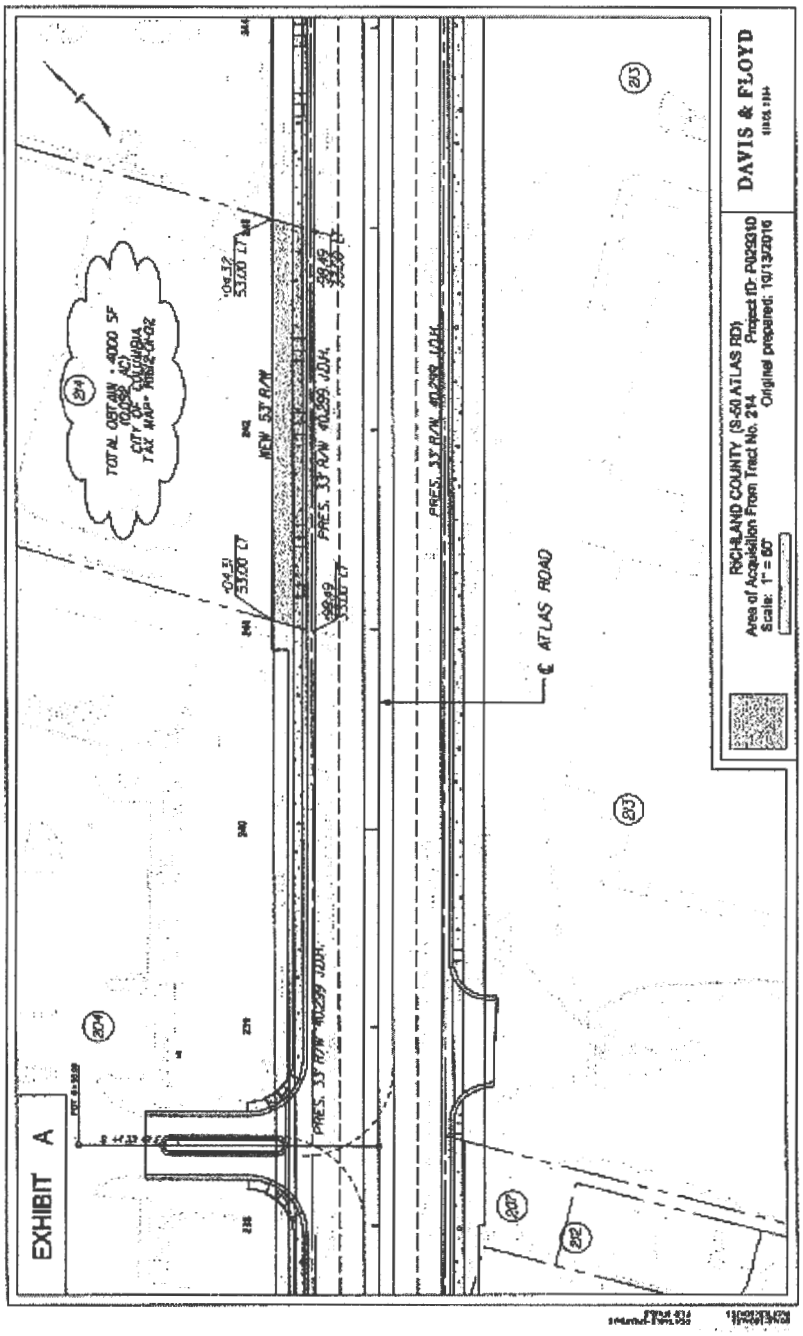
ATTEST:

_____
City Clerk

Introduced
Final Reading

DRAFT

Ordinance No.: 2017-099
EXHIBIT "A"



CF#250-423

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-070 - Authorizing the City Manager to execute an Amendment to the License Agreement between the City of Columbia and Hallmark Homes International, Inc.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-070 Hallmark Amendment to License Agreement (PDF)

HISTORY:

10/17/17	**Columbia City Council**	**DEFERRED**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-070

Authorizing the City Manager to execute an Amendment to the License Agreement between the City of Columbia and Hallmark Homes International, Inc.

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Amendment to the License Agreement between Hallmark Homes International, Inc. and the City of Columbia, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

Janne J Liscwski
Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 10/5/2017
17080275

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (this "Amendment") is made and entered into by and between **CITY OF COLUMBIA,** a body politic and corporate and a political subdivision of the State of South Carolina ("City"), and **HALMARK HOMES INTERNATIONAL INC,** a South Carolina corporation, and its permitted assigns ("Licensee").

WHEREAS, the City and Developer entered into an agreement dated June 8, 2015 for the development of the air rights above City owned garages identified in the agreement and

WHEREAS, the City and Developer entered into a subsequent License Agreement (the "Agreement" or "License Agreement") approved by Ordinance No. 2015-075 on August 18, 2015, specific to the Lady Street Garage for a residential apartment complex (the "Project") and the associated parking to support that Project; and

WHEREAS, the Developer notified the City via a letter dated May 18, 2017 that it was no longer pursuing the Project above the Lady Street Garage; and

WHEREAS, the Developer purchased the office space on the ground level of the Lady Street Garage and has requested the existing parking commitment in the Lady Street Garage under the License Agreement be reduced to ensure that Developer's office space has adequate parking.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Ten Dollars ($10.00) in hand to each party paid by the other, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree to amend the License Agreement as follows:

1. The definition of Tenants in Recital A is amended to include any employees of the business or organization that occupies the office space located on the ground floor of the Lady Street Garage.

2. All rights to parking spaces within the Lady Street Garage for construction support spaces under Paragraph 1 of the License Agreement are terminated.

3. Paragraph 2(a) is deleted in its entirety and the language shall be replaced to read as follows:

   As of the effective date of this Agreement, the City shall make available to Tenants of Licensee's property located within the Lady Street Garage 30 unreserved parking spaces within the Lady Street Garage during business hours (Monday through Friday 7:00 am until 6:00 pm). The Licensee acknowledges these spaces are not available until and unless parking lease agreement(s) are executed for their use.

4. Paragraph 4 of the Agreement shall be stricken in its entirety.

5. Licensee's obligations to the city under Paragraph 5 shall survive termination of the Agreement and any Amendments thereto and continue for a period of two (2) years after such termination.

6. Paragraph 7(c) shall be stricken in its entirety.

7. Paragraphs 9 and 10 of the Agreement are stricken in their entirety.

8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute collectively one and the same instrument.

9. All provisions of the Agreement not stricken or amended herein shall remain in full force

IN WITNESS WHEREOF, City and Developer have executed this Amendment to Lease Agreement to be effective as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

DEVELOPER:
Hallmark Homes International Inc.
a South Carolina corporation

By: _____
Name: David Tuttle
Its: President
Date: _____

CITY OF COLUMBIA:

_____

_____

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date: _____

DRAFT

APPROVED AS TO FORM
10/6/17
Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-101 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the Amount of Not Exceeding $4,000,000 between the City and Lessor Thereof to Defray the Cost of Acquiring Certain Equipment, and other matters related thereto**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2017-101 Lease Purchase Agreement $4,000,000 (PDF)
- #b: FY17-18 Capital Replacement revised (PDF)

ORDINANCE NO.: 2017-101

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING $4,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

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 Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding $4,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the City Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the "Bidder") submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an "Authorized Person"), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person's execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("Code") and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;

(b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2017.

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading: _____, 2017
Date of Second Reading:_____, 2017

EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.

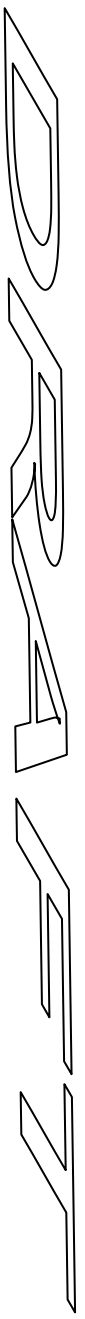


EXHIBIT B

Form of Request for Proposals



REQUEST FOR PROPOSALS

City of Columbia, South Carolina
Equipment Lease-Purchase Financing, 2017

Response Due: December __, 2017
12:00 Noon, South Carolina Time
Proposals by facsimile: 803.545.3051

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding $4,000,000 tax-exempt lease-purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2017 Equipment Lease Purchase" and should be mailed or delivered to:

Jeffery M. Palen
Assistant City Manager for Finance
and Economic Services
City of Columbia
1737 Main Street
Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Mr. Jeffery M. Palen, City Manager, at jmpalen@columbiasc.net, with a copy to Michael J. Seezen, Special Counsel, at mseezen@mcnair.net.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

(a) Amount to be Financed: Not exceeding $4,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.

(b) Funding Options. Bidders may submit proposals on either or both of the following two basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

(c) Payments: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2018, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity.

Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

(d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about December ___, 2017). The fixed rate shall be a single rate of interest per annum which the Lease Agreement (as defined herein) is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth ($1/100^{th}$) of a percent. **Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the bidder's capital requirements or cost of capital, or for any other reason, will be rejected.**

(e) Equipment/Form of Equipment Lease-Purchase Agreement: See attached Exhibit A for a description of the equipment proposed to be financed. The successful bidder's proposed form of lease agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.

(f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.

(g) Non-substitution: A non-substitution provision is not permitted to be included in

the Lease Agreement.

(h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.

(i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.

(j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, up to twenty-four (24) months following the execution of the financing. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

(k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and will be treated as additional interest for purposes of evaluating bids. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.

(l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.

(m) Closing: The City expects to accept the successful proposal on December ___, 2017, and close the transaction on December ___, 2017.

(n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.

(o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has not designated the Lease Agreement as a "qualified tax-exempt obligation"

for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Proposal Requirements

(a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

(b) No proposal may be modified by a bidder after it has been submitted.

(c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.

(d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.

(e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.

(f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.

(g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment penalties or limitations, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on December ___, 2017.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes.

Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be requested to execute a letter to the City in substantially the form submitted with this Request for Proposals.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Jeffery M. Palen
Assistant City Manager for Finance
and Economic Services
Phone: 803.545.3026
E-Mail: jmpalen@columbiasc.net

Michael J. Seezen, Esq.
McNair Law Firm, P.A.
Phone: 803.753.3257
E-Mail: mseezen@mcnair.net

Bidders are encouraged to submit any questions or requests for further information to the City at least two days prior to the date proposals are due (December ___, 2017), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen
City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

November ___, 2017

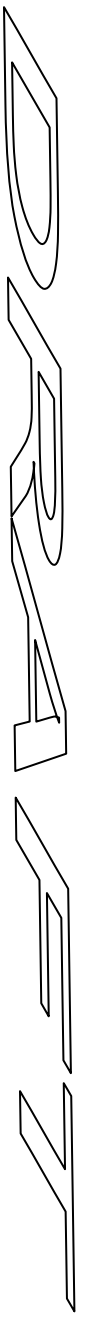


EXHIBIT A

Equipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.

DRAFT

General Fund Proposed Capital Lease for Replacement Rolling Capital & Technology

	# of Vehicles		Revised FY 17/18
Fire			
Prevention		Replace 21673-SUV hybrid	
Prevention		Replace 19934, 20572, 20655-Three Cars	
Prevention		Replace 19175 van	$ 22,885
Suppression	1	Replace Reserve Engine HER 49, 18726	$ 600,000
Suppression	1	Replace Reserve Engine HER 43, 18730	
Suppression	1	Replace Reserve HAZ Rescue-16240	
Suppression		Replace 21,250-Tahoe	
Logistics	1	Replace 19922-Van	
Maintenance	1	Replace 21284-service truck	
		Total Fire	**$ 622,885**
Public Works			
Solid Waste	1	Replace 20195 - Rear Loader	
Solid Waste ADM	1	Replace 21987-1/2 Truck	
Solid Waste	1	Replace 14052 - Fork Lift	
Solid Waste	1	Replace 18288 - Leaf Machine	
Solid Waste	1	Replace 22154 - Trash Truck	
Solid Waste	1	Replace 22166 - Trash Truck	
Solid Waste	1	Replace 22155 - Trash Truck	
Solid Waste	1	Replace 22164 - Trash Truck	
Solid Waste	1	Replace 22165 - Trash Truck	$ 75,190
Solid Waste	1	Replace 22153 - Trash Truck	$ 75,190
Solid Waste Trash	2	Replace 20608- Pickup	
Solid Waste	1	Replace 20538 - Side Loader	$ 253,783
Solid Waste	1	Replace 20569- Claw	$ 150,000
Solid Waste		Replace 19871-Clam Shell	
Solid Waste Compost		Replace 16955-Pickup	
Solid Waste	1	Replace 20939 - Side Loader	
Solid Waste	1	Replace 20960-Front Loader	$ 283,960
		Total Vehicles-Solid Waste	**$ 838,123**
Street	1	Replace 14694-Small Motor Grader	
Street	1	Replace 15413-Dump Truck	$ 155,000
Street	1	Replace 15929-Wheel Loader	
Street	1	Replace 15894-Dump Truck	
		Total Vehicles-Street	**$ 155,000**
Animal Services	1	Replace 22482-Pickup	$ 20,173
		Total Vehicles-Animal Services	**$ 20,173**
Traffic	1	Replace 16232-Pickup	$ 20,173
Traffic	1	Replace 20735-Car	
Traffic	1	Replace 18475-Pickup	
Traffic	1	Replace 20571-Car	
		Total Vehicles-Traffic	**$ 20,173**
Forestry	1	Replace 15714-Skid Steer	$ 65,000
Forestry	1	Replace 15248- Crew Cab	
Forestry	1	Replace 19524-1/2 Truck 4x4	
Forestry	1	Replace 14849-Dump Truck	
Forestry	1	Replace 19280-1/2 Truck	
Forestry	1	Replace 18796-Crew Cab	
Forestry	2	Replace 18926 Crew Cab	
Forestry		Replace 22405-stump grinder	$ 54,100
Forestry		Replace 15278-chipper	
Forestry	1	Replace 14891-Crew Cab Truck	
Forestry	1	Replace 22633-Riding Mower	
Forestry	1	Replace 22490-Riding Mower	
Forestry	1	Replace 19718-1/2 Truck	
		Total Vehicles-Forestry	**$ 119,100**
		Total Public Works	**$ 1,152,569**
Development Services			
Development Services		Replace-19924-Car	
Development Services	1	Replace 19251-Car	
Development Services	2	Replace 19499,20606,-Chevy Pickup	$ 42,000
		Total Vehicles-Development Services	$ 42,000
General Services			
Support Service	1	Replace 16792 Pickups	$ 25,500
Support Service	1	Replace 18508 Pickups	
Support Service	1	Replaces 21676 Hybrid Mail Trucks	
		Total Vehicles-Support Service	**$ 25,500**
		Total General Service	**$ 25,500**
OBO	1	car	
Information Services	1	Replace 18474-Pickup	$ 20,173
		Total Vehicles-Information Services	**$ 20,173**
Parks & Recreation			
Maintenance	1	Replace 16064-3/4 Pickup	
Buildings & Grounds	1	Replace 21315-3/4 Truck	
Buildings & Grounds	1	Replace 19784-Dump Truck	
Buildings & Grounds	1	Replace 18272-1/2 Truck	
Buildings & Grounds	1	Replace 20621-Lawnmower	$ 60,000
Buildings & Grounds	1	Replace 16605-3/4 Truck	
Buildings & Grounds	1	Replace 14687-1/2 Truck	
Buildings & Grounds	1	Replace 15836-Mini Dump Truck	$ 60,000
Buildings & Grounds	1	Replace 19472 and 19473- Two Lawnmowers	
Recreation Programs	1	Replace 17085-Bus	
Recreation Programs	1	Replace 18689-Car	
Recreation Programs	1	Replace16686-SUV	
Administration	2	Replace 15687 Cars	
Administration	1	Replace 14866-Truck	$ 20,164
Administration		Replace 18414-Car	
Administration	1	Replace 19565-SUV	
		Total Parks and Rec.	**$ 140,164**
Municipal Court	1	Replace 21259- Car	
Police			
Office of the Chief	1	Replace 16315 Comand Bus	
Office of the Chief	1	Replace 16979 cars(marked)	
Office of the Chief		Equipment	
Investigations	5	Replace 18353,18416,,20057,,20747,,20746,	$ 125,000
Investigations	2	Replace 2 CSI trucks 19977 and 19978	
Investigations		Equipment for outfitting Investigator cars	$ 47,000
Support Services	2	Replace 20058, 20772-Marked Car	
Support Services	1	Replace 19115-Cars	$ 20,654
Support Services		Equipment for outfitting Patrol cars	$ 9,000
Special Operations	1	Replace 14739 van	$ 40,000
Special Operations	1	replace 18078 SUV	$ 38,788
Special Operations	1	replace 21268 truck	
Special Operations	2	replace 18415 and 20740	
Special Operations		equipment	$ 196,944
Special Operations	7	Replace (Marked) 22605,21692,21693,22604,22088,21508,215(	$ 128,916
Special Operations	2	Replace 22635 and 22858 K9	$ 91,042
Operation	19	Replace Patrol Cars 19566,20059,21005,21513,,22208,22200,2	$ 612,351
Operation	3	Replace 20928,20714,21415 unmarked	
Operation	1	Replace19673-Transport Van	$ 55,750
Operation	1	Replace 15046-Pick up	
Operation		Equipment for outfitting Patrol cars	$ 548,478
Administration	1	Replace 19195 cars Marked	
Administration		equipment	
Narcotics	4	Replace 18821,21683,21363 and 21299- Cars	
Narcotics	1	Replace 19003-One Pickup Truck	
Narcotics	1	Replace 21668 - SUV	
Code Enforcement	4	Replaces trucks 18892,19498,19897,19898,	$ 80,692
Code Enforcement	1	Replace 22730 Lawnmower	
Code Enforcement	1	replace 15064 Trailer	
Code Enforcement	1	replace 20466 Farm Tractor	
		Total Police	**$ 1,994,615**
		TOTAL ALL DEPARTMENTS	**$ 3,997,906**

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-102 - Authorizing the City Manager to execute a Contract of Sale and Parking Agreement and Easement between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-102 1231 Blanding Street Contract & Parking Agreement-Easement (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-102

Authorizing the City Manager to execute a Contract of Sale and Parking Agreement and Easement between the City of Columbia and Jeannie M. Rubin for the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03

BE IT ORDAINED by the Mayor and City Council this ___ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Contract of Sale and Parking Agreement and Easement, or on forms approved by the City Attorney, between the City of Columbia and Jeannie M. Rubin, and any other documents necessary and approved by the City Attorney, to consummate the purchase of 1231 Blanding Street, Richland County TMS #09014-03-03 for Seven Hundred Seventy-two Thousand One Hundred and No/100 ($772,100.00) Dollars.

(Funding Source: to 5310000-150100)

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 11/2/2017
17090636

CONTRACT OF SALE

Contract of Sale made as of the date of the last signature hereto, by and between the CITY OF COLUMBIA ("Purchaser") and JEANNIE M. RUBIN ("Seller").

I. DEFINITIONS. As used herein the following terms shall have the following meanings:

A. Property - Approximately 13,312 square feet located at 1231 Blanding Street, City of Columbia, SC; Richland County Tax Map No. 09014-03-03.

B. Purchase Price - Seven Hundred Seventy-two Thousand One Hundred and No/100 ($772,100.00) Dollars

C. Closing Date - On or before the tenth (10th) day following adoption of an ordinance by Purchaser authorizing the execution of this Contract and the Parking Easement.

D. Parking Easement - The Parking Agreement and Easement attached as **Exhibit "A"**. The parties acknowledge that the Parking Easement to be granted by Purchaser to Seller is a substantial part of the consideration for the sale of the Property.

II. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.

III. TITLE. Seller shall convey to Purchaser at Closing marketable fee simple title in and to the Property. For the purposes of this Contract, "marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the Property provided same do not interfere with development and use of the Property by Purchaser; and (iii) all, if any, other easements of record as of the date of Seller's execution of this Contract provided same do not interfere with the development and use of the Property by Purchaser or render title unmarketable. Seller will use reasonable efforts to eliminate claims, liens, and encumbrances other than Permitted Exceptions. Notwithstanding anything herein to the contrary, if Seller is unable to convey marketable fee simple title as herein provided (and same is not caused by the willful act of Seller), Purchaser's sole remedy shall be to terminate this Contract and Seller thereafter shall have no liability to Purchaser.

IV. CLOSING DATE. The closing shall occur at the offices of Purchaser's attorney on the Closing Date or such earlier date established by Purchaser on reasonable notice to Seller.

V. CLOSING. At Closing Purchaser shall duly execute and deliver the Parking Easement and shall tender the Purchase Price (plus or minus normal closing adjustments) by cashier's check or wire transfer of collected funds and Seller shall deliver the following:

A. A duly executed general warranty deed conveying marketable fee simple title in the Property to Purchaser subject to easements, conditions, and restrictions of record as of the date hereof.

B. A duly executed counterpart of the Parking Easement.

C. An owner's affidavit sufficient to enable Purchaser's title insurance company to delete exceptions as to mechanic's liens (other than mechanic's liens or potential mechanic's liens which might arise as a result of activities of Purchaser), other monetary liens and other matters.

D. If Seller is not a foreign person, a certificate and affidavit of non-foreign status (FIRPTA affidavit), and if Seller is not a qualified United States taxpayer the appropriate amount shall be withheld according to law.

E. A Form I-295 (Seller's Affidavit - South Carolina Withholding Tax) as prescribed by the South Carolina Department of Revenue, and if Seller is not a SC resident the appropriate amount shall be withheld and remitted to the Department of Revenue.

F. A Transferor's Affidavit, and/or if applicable, a Certificate of Tax Compliance from the South Carolina Department of Revenue dated within thirty (30) days of Closing.

G. Possession of the Property.

H. Such other documents as Purchaser or its title insurance company may reasonably request.

VI. PRORATIONS AND EXPENSES; COMMISSIONS.

A. Real property taxes attributable to the year of Closing shall be prorated at Closing with Seller giving Purchaser a credit against the Purchase Price for Seller's share. If current tax bills are not immediately available, such prorations shall be made on the basis of the taxes assessed for the preceding year and shall be adjusted when taxes for the year of sale are assessed. Any payment due by Seller or Purchaser to the other as a result of any such adjustment shall be paid by the party owing such amount within thirty (30) days after receipt of written notice of the amount of the adjustment.

B. Purchaser and Seller represent that each has dealt with no real estate companies and no fees or commissions are or will be due.

C. Seller shall pay for its own attorneys' fees. Purchaser shall pay all other closing costs, including its own attorneys' fees, any inspections, testing, assessments, title examination, title insurance premiums, survey costs, and for any deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

VII. "AS IS" CONDITION / ENVIRONMENTAL.

A. The Property is being sold and conveyed on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS AND DEFECTS" basis without representation, warranty, or covenant, express, implied, or statutory of any kind or nature whatsoever.

B. Without investigation or any obligation to perform same, Seller has no knowledge of the presence or existence of any asbestos, toxins, or hazardous substances (as defined or regulated by applicable federal, state, or local laws) or contamination upon or under the Property. Seller shall disclose any report known to it which outlines the presence of any asbestos, toxins, or hazardous substances or contamination upon or under the Property.

VIII. DEFAULT.

A. If either party fails to consummate the sale and is in default hereof, the other party, at its option, shall be entitled to either terminate this Contract or proceed to enforce this Contract by an action of specific performance in a court of competent jurisdiction.

B. In the event of a legal action between Purchaser and Seller pursuant to the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other.

IX. MISCELLANEOUS.

A. This Contract and all terms, provisions, and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

B. The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.

C. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (*e.g.*, FedEx, UPS, etc.), or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth below or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by email (if sent by email, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving a least five (5) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

If to Purchaser:	The City of Columbia Attn: City Manager 1737 Main Street Columbia, SC 29217 Telephone: 803-545-3026 Email: tbwilson@columbiasc.net
With copy to:	The City of Columbia Attn: City Attorney 1401 Main Street, 10th Floor Columbia, SC 29201 Telephone: 803-737-4242 Email: taknox@columbiasc.net McNair Law Firm, P.A. Attn: Joel E. Gottlieb, Esquire 1221 Main Street, Suite 1800 Columbia, SC 29201 Telephone: 803-753-3239 Email: jgottlieb@mcnair.net
If to Seller:	Jeannie M. Rubin c/o Hyman Rubin, Jr. PO Box 58 Columbia, SC 29202 Telephone: 803-252-0500 Email: hyman@mmrml.com

D. Pending consummation of the sale as herein provided, Seller will not impose any easements, covenants, conditions, restrictions, or other encumbrances upon the Property.

E. This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the party adversely affected.

F. Any time period provided for in this Contract, the last day of which falls on a Saturday, Sunday, or legal holiday, shall be extended until the next following business day.

SIGNED, SEALED AND DELIVERED as of the date last below set forth.

THE CITY OF COLUMBIA

Date: _____, 2017

By:_____(SEAL)
Print Name: _____
Title: _____

APPROVED AS TO FORM
11/2/17
Legal Department City of Columbia, SC

Date: _____, 2017

_____(SEAL)
JEANNIE M. RUBIN

EXHIBIT "A"

Parking Easement

see attached

PARKING AGREEMENT AND EASEMENT

Parking Agreement and Easement made as of the _____ day of _____, 2017, between the CITY OF COLUMBIA ("City") and JEANNIE M. RUBIN ("Rubin").

DEFINITIONS: As used herein the following terms shall have the following meanings:

a. Parcel A - Land and improvements owned by Rubin located at 1700 Main Street and being described on the attached **Exhibit "A"**.

b. Parcel B - Land and improvements owned by Rubin located at 1704 Main Street and being described on the attached **Exhibit "B"**.

c. Parcel I - Land purchased or to be purchased by City from Rubin described on the attached **Exhibit "C"**.

d. Parcel II - Land on Blanding Street currently owned by City and being described on the attached **Exhibit "D"**.

e. City Parcels - Parcel I and Parcel II.

f. Owner(s) - Rubin and future fee simple title holders of Parcel A and/or Parcel B.

g. Authorized User(s) - The Owner(s) and their designated tenants and/or occupants of Parcel A or Parcel B.

h. Parking Deck - The parking deck when constructed on Parcel II and any part of Parcel I.

i. Surface Spaces - The thirty-six (36) parking spaces on Parcel I as contemplated by paragraph 1.

j. Deck Spaces - Forty-five (45) parking spaces in the Parking Deck for the benefit of Parcel A and Parcel B as hereinafter provided.

k. Parking Spaces - The Surface Spaces or Deck Spaces, as the context requires.

l. Initial Period - The period ending on the last day of the sixtieth (60th) month following the date Rubin conveys Parcel I to City.

m. Market Rate - The monthly rental rate from time to time prevailing for downtown public parking.

RECITAL: Rubin is selling Parcel I to City and City has agreed to grant parking rights and easements to Rubin for the benefit of Rubin and future owners of Parcel A and Parcel B as

hereinafter provided. City may construct the Parking Deck sometime in the future but is not obligated to do so.

1. City hereby grants and conveys to Rubin a right, license, and easement for vehicular parking on thirty-six (36) parking spaces within the surface parking lot on Parcel I. During the Initial Period there shall be no charge by City to Owner(s) for use of the Surface Spaces. Following the Initial Period Owner(s) shall be charged monthly rent for Surface Spaces used at a rate equal to fifty percent (50%) of the Market Rate. This right, license, and easement shall terminate upon construction of the Parking Deck and Owner's rights shall be governed by other provisions hereof. If construction of the Parking Deck interferes with Owner's ability to utilize the Surface Spaces on Parcel I City shall provide Owner(s) with access to thirty-six (36) parking spaces at the nearest available public parking facility of City (*i.e.*, nearest to Parcel I) upon the same terms as provided for Surface Spaces herein.

2. Upon completion of construction of the Parking Deck the provisions of paragraph 1 above shall no longer apply. City hereby grants and conveys to Rubin a right, license, and perpetual easement for vehicular parking on the Deck Spaces. The Deck Spaces shall be located on the lowest level of the Parking Deck within close proximity to the closest pedestrian access point to 1700 and 1704 Main Street to be designated by appropriate signage reflecting that they are reserved for Authorized Users of 1700 and 1704 Main Street. During the Initial Period there shall be no charge by City for the Deck Spaces. For a period of twenty-five (25) years following the Initial Period Owner(s) shall be charged monthly rent for parking spaces used at a rate equal to fifty percent (50) of the Market Rate. After said twenty-five (25) year period the monthly rate shall increase to sixty-five percent (65%) of the Market Rate.

3. Deck Spaces leased by an Authorized User(s) shall be reserved to such Authorized User(s) from 6:00 am to 8:00 pm on Monday through Friday and from 6:00 am to 2:00 pm on Saturdays and Sundays. From 8:00 pm to 6:00 am on weekdays and from 2:00 pm to 6:00 am on weekends unoccupied Deck Spaces shall be available to Authorized User(s) and the general public on a first come first serve basis. Notwithstanding the foregoing, if the business operating on Parcel A is a restaurant then the weekday hours shall apply to the weekends for the Parking Spaces allocated to Parcel A.

4. Upon or after the sale by Rubin of Parcel A and/or Parcel B Rubin may designate the number of Parking Spaces to be allocated to each Parcel, which designation shall be in writing and recorded in the Office of the Register of Deeds for Richland County. The designation may be contained in the deed or other instrument. Until such designation is made and actual notice thereof given to City, seventy-five percent (75%) of the Parking Spaces shall be allocated to Parcel B and twenty-five percent (25%) to Parcel A. The rate structure for parking shall not change upon a sale.

5. Owner(s) of Parcel A and Parcel B may use the Parking Spaces only for Authorized Users and their guests. The Parking Spaces may not be leased or otherwise made available to other parties by Authorized Users. Parking spaces may be leased directly from City by Authorized Users.

6. Parking Spaces not being leased by Owner(s) may be leased by City to others provided that any such lease or other agreement shall allow City to terminate it on thirty (30) days' notice. City shall promptly give notice to the lessee of a space after Owner(s) give notice to City of such Owner(s)' need for such space, ensuring that no less than forty-five (45) spaces can be made available to Owner(s) when needed. City shall be entitled to all revenue from such leases.

7. If the Parking Deck is never built or is destroyed by casualty or is closed or demolished City shall provide Owner(s) with access to forty-five (45) parking spaces at the nearest available public parking facility of City (*i.e.*, nearest to Parcel I) upon the same terms as provided for Deck Spaces herein.

8. Enforcement and/or removal of unauthorized vehicles from Parking Spaces shall be by protocols from time to time established by City. To the extent permitted by law, Owner(s) shall have an independent right to tow trespassers from their assigned spaces. If an Owner elects to have a vehicle towed it shall (a) be deemed to and does hereby agree to indemnify City and hold it harmless from any claims, damages, liabilities, and legal costs in any way connected with such towing if liability in connection with such towing is judicially determined and (b) only use a towing company that City has approved for towing from City owned parking decks.

9. The easements herein are for the benefit of Rubin and future Owner(s) of Parcel A and Parcel B and are intended to be construed as appurtenant easements running with the land and in any event shall be assignable by Rubin and her heirs and assigns.

10. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (*e.g.*, FedEx, UPS, etc.), or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by email (if sent by email, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving a least five (5) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. In addition, City may from time to time change its notice address for the Parking Administrator by posting same on its website. Any notice provided for hereunder may be given by a party's attorney or other representative.

If to City:	City of Columbia Parking Services Division Attn: Parking Administrator 820 Washington Street Columbia, SC 29201 Telephone: 803-545-4015 Email: parkingservices@columbiasc.net
With copy to:	City of Columbia Attn: City Manager 1737 Main Street Columbia, SC 29201 Telephone: 803-545-3026 Email: tbwilson@columbiasc.net
If to Rubin:	Jeannie M. Rubin c/o Hyman Rubin, Jr. PO Box 58 Columbia, SC 29202 Telephone: 803-252-0500 Email: hyman@mmrml.com

Signed, sealed, and delivered as of the date first above set forth.

WITNESSES:

_____

_____

CITY OF COLUMBIA

By:_____(SEAL)
Print Name:_____
Title:_____

_____

_____

_____(SEAL)
JEANNIE M. RUBIN

APPROVED AS TO FORM
11/2/17
Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that s/he is the _____ of CITY OF COLUMBIA and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this _____ day of _____, 2017.

[notarial seal]

_____
Notary Public
Print Name:_____
My commission expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that JEANNIE M. RUBIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2017.

[notarial seal]

_____
Notary Public
Print Name:_____
My commission expires:_____

Exhibit "A"

Parcel A

Land and improvements located at 1700 Main Street, Columbia, South Carolina, being more particularly described in deed from Ruth J. Warren to Jeannie M. Rubin dated August 8, 1997, recorded in the Office of the Register of Deeds for Richland County on October 6, 1997, in Deed Book D-1411 at page 371.

TMS No. 09014-03-07

Exhibit "B"

Parcel B

Land and improvements located at 1704 Main Street, Columbia, South Carolina, being more particularly described in deed from Hyman Rubin, Jr. to Jeannie M. Rubin dated December 30, 1994, recorded in the Office of the Register of Deeds for Richland County on December 30, 1994, in Deed Book D-1236 at page 620.

TMS No. 09014-03-08

Exhibit "C"

Parcel I

All that certain piece, parcel, or lot of land together with any improvements thereon situate, lying, and being on the northwest corner of Blanding and Sumter Streets, in the City of Columbia, County of Richland, State of South Carolina, and being bounded and described as follows: on the North by property of the City of Columbia whereon it measures seventy-nine feet (79'), more or less; on the East by Sumter Street whereon it measures one hundred sixty-eight feet and six inches (168' 6"), more or less; on the South by Blanding Street whereon it measures seventy- nine feet (79'), more or less; and on the West by property of the City of Columbia whereon it measures one hundred sixty-eight feet and six inches (168' 6") more or less.

TMS No. 09014-03-03

Exhibit "D"

Parcel II

Those certain parcels of land situate in Columbia, Richland County, South Carolina, being shown and designated as Remainder of Parcel "A" containing 0.74 acre and Parcel "B" containing 0.46 acre on Boundary and Topographical Map Prepared For City of Columbia, South Carolina by Cox and Dinkins, Inc. dated August 22, 2002, revised September 10, 2002, recorded in the Office of the Register of Deeds for Richland County in Book 702 at page 3370, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

TMS No. 09014-03-04

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-104 - Authorizing the Conveyance of the Unimproved Section of Deer Crossing Road to the Adjacent Property Owners (John R. Kubin Trust & Betty Jo Kubin Trust, 310 Deer Crossing Road and Keystone Res, LLC, 308 Deer Crossing Road); Richland County TMS#28903-03 Adjacent to TMS#28903-03-33 (Lot 32, Woodcreek Farms, Phase A9-1) and Richland County TMS#28903-03-32 (Lot 31, Woodcreek Farms, Phase A9-1); CF#251-102 and CF#222-22C**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-104 convey pt unimproved Deer Crossing Rd (Kubin & Keystone) (PDF)

ORDINANCE NO.: 2017-104

Authorizing the Conveyance of the Unimproved Section of Deer Crossing Road to the Adjacent Property Owners (John R. Kubin Trust & Betty Jo Kubin Trust, 310 Deer Crossing Road and Keystone Res, LLC, 308 Deer Crossing Road); Richland County TMS#28903-03 Adjacent to TMS#28903-03-33 (Lot 32, Woodcreek Farms, Phase A9-1) and Richland County TMS#28903-03-32 (Lot 31, Woodcreek Farms, Phase A9-1); CF#251-102 and CF#222-22C

WHEREAS, the City of Columbia ("City") acquired an unimproved section of Deer Crossing Road located adjacent to 310 Deer Crossing Road and 308 Deer Crossing Road by Deed to Streets from Beaver Lake Limited Partnership, dated February 23, 1999 and recorded on July 15, 1999 in the Office of the Register of Deeds for Richland County in Record Book R326 at Page 986; and,

WHEREAS, the City has received a request from the adjacent property owners for the conveyance to them of equal shares of the unimproved section of Deer Crossing Road adjacent to their properties; and,

WHEREAS, consent from the president of the homeowners association for the conveyance has been obtained (Exhibit "B" attached hereto); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2017, for and in consideration of the sum of One and No/100 ($1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute a Quit-Claim Deed to **John R. Kubin Trust & Betty Jo Kubin Trust (owners of 310 Deer Crossing Road; Richland County TMS#28903-03-33) and Keystone Res, LLC (owner of 308 Deer Crossing Road; Richland County TMS#28903-03-32)**, their heirs, successors and assigns, for equal portions of the unimproved section of Deer Crossing Road as more clearly shown on a plat of "Portions of Deer Crossing Road (Unimproved Section)", dated October 24, 2017, prepared for the City of Columbia by the City of Columbia, Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, and being on file in the office of the Department of Engineering under City File #251-102. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

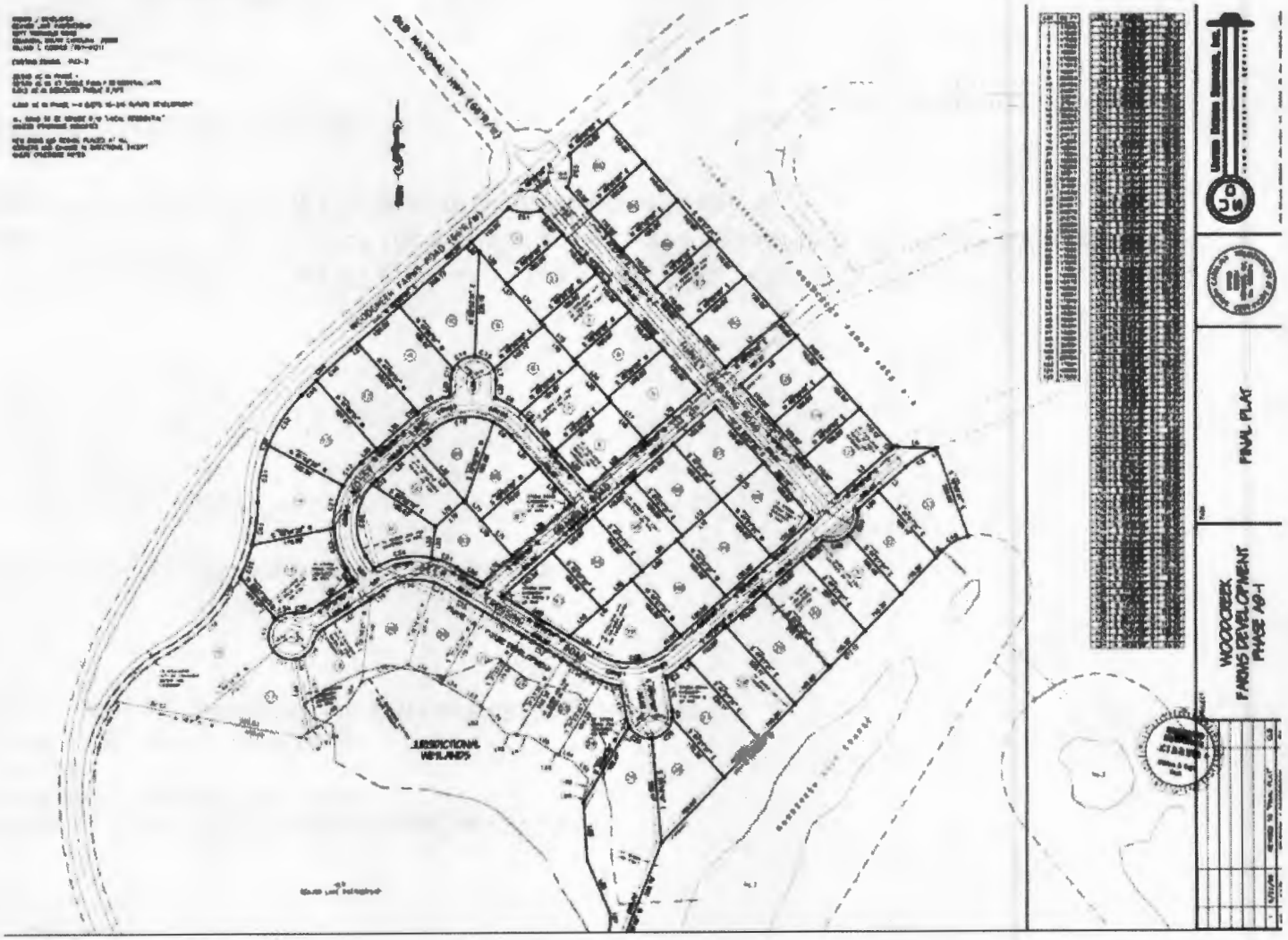
ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 11/8/2017
17100857

Ordinance No.: 2017-104
Exhibit "A"



Last revised: 11/8/2017
17100857

Ordinance No.: 2017-104
Exhibit "B"

Mr. John Kubin

310 Deer Crossing Road

Elgin, SC 29045

Dear Mr. Kubin,

We have been provided a copy of the plat showing the proposed revision to the property line for Lot 32. The revision to the property line as proposed provides for a portion of Deer Crossing Road to be encompassed within the property boundaries for Lot 32.

Please consider this correspondence as notice that we approve the adjustment to the property line for Lot 32 as depicted as the Developer for Woodcreek Farms and also as the President for Woodcreek Farms Homeowners Association.

Sincerely,

Harold V. Pickrel, III

1712 Woodcreek Farms Road

Elgin, SC 29045
803-699-4141 (office)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of this document this ____ day of _____, 20__.

_____
South Carolina Bar Number: _____

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	QUIT-CLAIM DEED (PUBLIC STREET)
	)	
COUNTY OF RICHLAND	)	

Know All Men by These Presents, that the **CITY OF COLUMBIA** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One ($1.00) Dollar to the Grantor paid by **JOHN R. KUBIN TRUST AND BETTY JO KUBIN TRUST** (hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto:

JOHN R. KUBIN TRUST AND BETTY JO KUBIN TRUST, their successors and assigns:

All that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia, designated as **Lot 32A** and identified as a portion of **DEER CROSSING ROAD**, containing 0.023 Acres (1011.2 SF), being the unimproved section of Deer Crossing Road at the western property line of Richland County TMS#28903-03-33 (Lot 32, Woodcreek Farms, Area A9-1) and described as follows, to-wit:

Beginning on the common boundary of the southeastern right-of-way of Deer Crossing Road (City Street; 50' R/W) and the northwestern property corner of Lot 32, Woodcreek Farms Development, Area A9-1 at the northern property corner of Lot 32A at a point fifty-nine and ninety-four hundredths (59.94) feet S40°47'18"W of the northern property corner of said Lot 32; thence turning and extending S11°20'57"E in a curvilinear arc along the western boundary of said Lot 32, for a chord distance of fifty-eight (58) feet to intersect the southwestern property line of said Lot 32; thence turning and extending therefrom N49°25'12"W along the southwestern property line of said Lot 32A, for a distance of twenty-eight and fifty-nine hundredths (28.59) feet to intersect the southeastern right-of-way of Deer Crossing Road (City Street; 50' R/W); thence turning and extending therefrom N41°12'50"E along the southeastern right-of-way of said Deer Crossing Road, for a distance of fifty (50) feet to an iron pin on the common boundary of the southeastern right-of-way of Deer Crossing Road and the northwestern property corner of said Lot 32 at the northern property corner of Lot 32A, also being the point of beginning; thence terminating. Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of "Portions of Deer Crossing Road (Unimproved Section), dated October 24, 2017, prepared for the City of Columbia by the City of Columbia, Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, and being on file in the Office of the City of Columbia, Department of Engineering under file reference #251-102. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all utilities located thereon, ordinances, conditions, covenants, reservations, easements, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: DEED BK. R326, PAGE 986

TAX MAP NUMBER: 28903-03; Located Adjacent to Richland County TMS#28903-03-33

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: City of Columbia
c/o Finance Department
P. O. Box 147,
Columbia, SC 29217

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this ____day of _____, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
(Witness #1 Signature)

_____
(Witness #2 Signature)

CITY OF COLUMBIA

By: _____
Name: **Teresa B. Wilson**
Title: **City Manager**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Teresa B. Wilson, City Manager of the City of Columbia, Columbia, South Carolina on behalf of the within-named Grantor.

_____
(Notary Public's Signature)
Notary Public for the State of South Carolina
My Commission Expires: _____

GN (File: Deer Crossing Road; CF#251-102)

APPROVED AS TO FORM
11/8/17
Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA) **AFFIDAVIT**
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located on the **southeastern side of Deer Crossing Road, Richland County, SC, designated as Lot 32A, containing 0.023 Acre (Unimproved Section of Deer Crossing Road)**, being identified as **Richland** County Tax Map Number **28903-03-33**, was transferred by the **City of Columbia** to the **John R. Kubin Trust and the Betty Jo Kubin Trust** on _____, 2017.

3. Check one of the following: The deed is

   X exempt from the deed recording fee because **property transferred from the City of Columbia, a political subdivision (Exemption No. 2).**

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit.):

   X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $**0.00**.

5. Check Yes ___ or No **X** to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The deed recording fee is computed as follows:

   (a) Place the amount listed in item 4 above here: $0
   (b) Place the amount listed in item 5 above here: $0
   (If no amount is listed, place a zero here.)
   (c) Subtract Line 6(b) from Line 6(a) and place result here: $0

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.

8. **As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:**

_____.

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than one year, or both.

_____
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

_____
Print or Type Name Here

SWORN to before me this _____ day of _____, 2017.

_____
NOTARY PUBLIC FOR THE STATE OF _____

MY COMMISSION EXPIRES: _____

EXHIBIT A

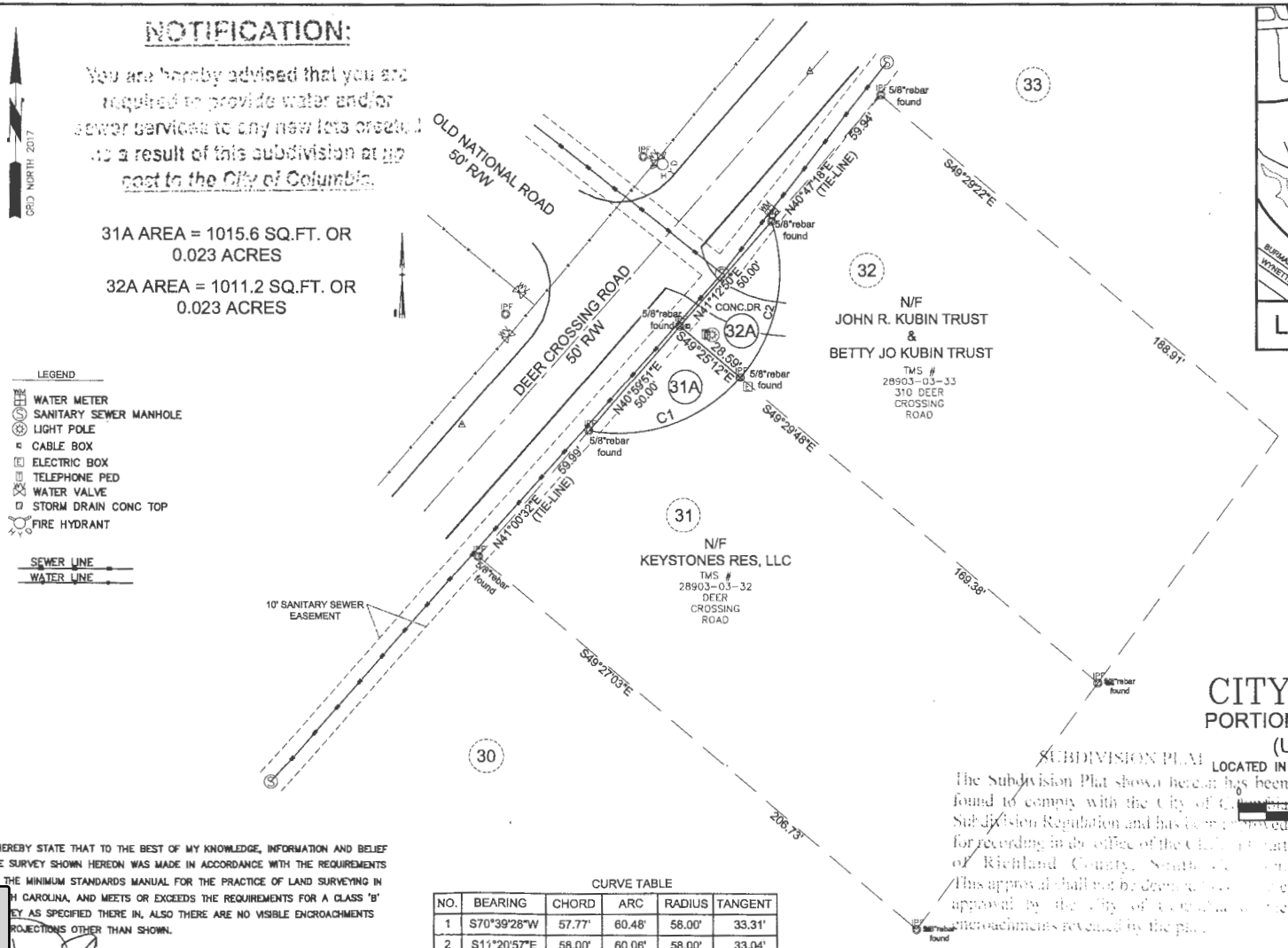
NOTIFICATION:

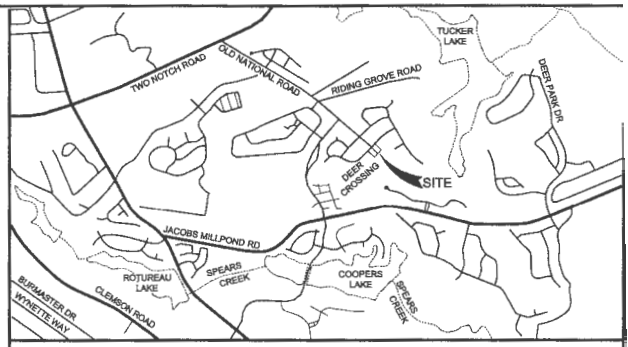
You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

31A AREA = 1015.6 SQ.FT. OR 0.023 ACRES

32A AREA = 1011.2 SQ.FT. OR 0.023 ACRES

GRID NORTH 2017





LOCATION MAP SCALE: 1 " = 1000'

LEGEND

- WATER METER
- SANITARY SEWER MANHOLE
- LIGHT POLE
- CABLE BOX
- ELECTRIC BOX
- TELEPHONE PED
- WATER VALVE
- STORM DRAIN CONC TOP
- FIRE HYDRANT
- SEWER LINE
- WATER LINE

REFERENCE PLATS:

1. A FINAL PLAT OF WOODCREEK FARMS DEVELOPMENT, AREA A9-1 BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 28, 1997; CF#222-22C.
2. TMS 28903-03-33 & 28903-03-032.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

PLAT PREPARED FOR

CITY OF COLUMBIA

PORTIONS OF DEER CROSSING ROAD (UNIMPROVED SECTION)

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

0 40' 80' 120'

GRAPHIC SCALE: 1" = 40'

CURVE TABLE

NO.	BEARING	CHORD	ARC	RADIUS	TANGENT
1	S70°39'28"W	57.77'	60.48'	58.00'	33.31'
2	S11°20'57"E	58.00'	60.06'	58.00'	33.04'

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 H CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' EY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS ROJECTIONS OTHER THAN SHOWN.

S. SHARPE SCPLS # 10509

OCTOBER 24, 2017

REBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO A MAPS. NO. 45079C0185K DATED SEPTEMBER 29, 2010.

SUBDIVISION PLAT

The Subdivision Plat shown hereon has been found to comply with the City of C... Subdivision Regulation and has been approved for recording in the office of the C... of Richland County, South C... This approval shall not be deemed ... approval by the City of ... encroachments revealed by the plat.

Date 11-7-17

Johnsonna L. Chambers
Land Development Administrator

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA

CF# 251-102

Packet Pg. 922

66.a

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of this document this ____ day of _____, 20__.

_____
South Carolina Bar Number: _____

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	QUIT-CLAIM DEED (PUBLIC STREET)
	)	
COUNTY OF RICHLAND	)	

Know All Men by These Presents, that the **CITY OF COLUMBIA** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One ($1.00) Dollar to the Grantor paid by **KEYSTONE RES, LLC** (hereinafter whether singular or plural the "Grantee"), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto:

KEYSTONE RES, LLC, its successors and assigns:

All that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Richland, in the city of Columbia, designated as **Lot 31A** and identified as a portion of **DEER CROSSING ROAD**, containing 0.023 Acres (1015.6 SF), being the unimproved section of Deer Crossing Road at the northwestern property line of Richland County TMS#28903-03-32 (Lot 31, Woodcreek Farms, Area A9-1) and described as follows, to-wit:

Beginning on the common boundary of the southeastern right-of-way of Deer Crossing Road (City Street; 50' R/W) and the northern property corner of Lot 31A at a point twenty-eight and fifty-nine hundredths (28.59) feet N49°25'12"W of the northern property corner of Lot 31, Woodcreek Farms Development, Area A9-1; thence extending S49°25'12"E along the northeastern property line of said Lot 31A, for a distance of twenty-eight and fifty-nine hundredths (28.59) feet; thence turning and extending therefrom in a curvilinear arc S70°39'28"W along the northwestern property line of said Lot 31, for a chord distance of fifty-seven and seventy-seven hundredths (57.77) feet to intersect the southeastern right-of-way of Deer Crossing Road (City Street; 50' R/W) at a point fifty-nine and ninety-nine hundredths (59.99) feet N41° 00'32"E of the western property corner of said Lot 31; thence turning and extending therefrom N40°59'51"E along the southeastern right-of-way of said Deer Crossing Road, for a distance of fifty (50) feet to an iron pin on the common boundary of the southeastern right-of-way of Deer Crossing Road and the northern property corner of said Lot 31A, also being the point of beginning; thence terminating. Be all measurements a little more or less.

Being more clearly shown and delineated on a plat of "Portions of Deer Crossing Road (Unimproved Section), dated October 24, 2017, prepared for the City of Columbia by the City of Columbia, Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, and being on file in the Office of the City of Columbia, Department of Engineering under file reference #251-102. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

This conveyance is made subject to any and all utilities located thereon, ordinances, conditions, covenants, reservations, easements, rights-of-way, restrictions, encroachments, surveys and plats of the subject property, including but not limited to the plat referred to herein, or any other matters of record which affect the subject property, as well as any violation of the same and such matters as would be disclosed by an inspection and accurate survey of the property.

DERIVATION: DEED BK. R326, PAGE 986

TAX MAP NUMBER: 28903-03; Located Adjacent to Richland County TMS#28903-03-33

PREPARED BY: City of Columbia - Real Estate Division

GRANTEE'S ADDRESS: City of Columbia
c/o Finance Department
P. O. Box 147, Columbia, SC 29217

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the subject property and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor.

WITNESS the hand and seal of the Grantor by the undersigned this ___ day of _____, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
(Witness #1 Signature)

_____
(Witness #2 Signature)

CITY OF COLUMBIA

By: _____
Name: **Teresa B. Wilson**
Title: **City Manager**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by Teresa B. Wilson, City Manager of the City of Columbia, Columbia, South Carolina on behalf of the within-named Grantor.

_____
(Notary Public's Signature)
Notary Public for the State of South Carolina
My Commission Expires: _____

GN (File: Deer Crossing Road; CF#251-102)

APPROVED AS TO FORM
11/8/17
Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located on the **southeastern side of Deer Crossing Road, Richland County, SC designated as Lot 31A, containing 0.023 Acre (Unimproved Section of Deer Crossing Road),** being identified as **Richland** County Tax Map Number **28903-03-32**, was transferred by the **City of Columbia** to the **Keystone Res, LLC** on _____, 2017.

3. Check one of the following: The deed is

   X exempt from the deed recording fee because **property transferred from the City of Columbia, a political subdivision (Exemption No. 2).**

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit.):

   X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $**0.00**.

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   (If no amount is listed, place a zero here.)
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7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.

8. **As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:**

_____.

I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than one year, or both.

_____
RESPONSIBLE PERSON CONNECTED WITH THIS TRANSACTION

_____
Print or Type Name Here

SWORN to before me this _____ day of _____, 2017.

_____
NOTARY PUBLIC FOR THE STATE OF _____

MY COMMISSION EXPIRES: _____

EXHIBIT A

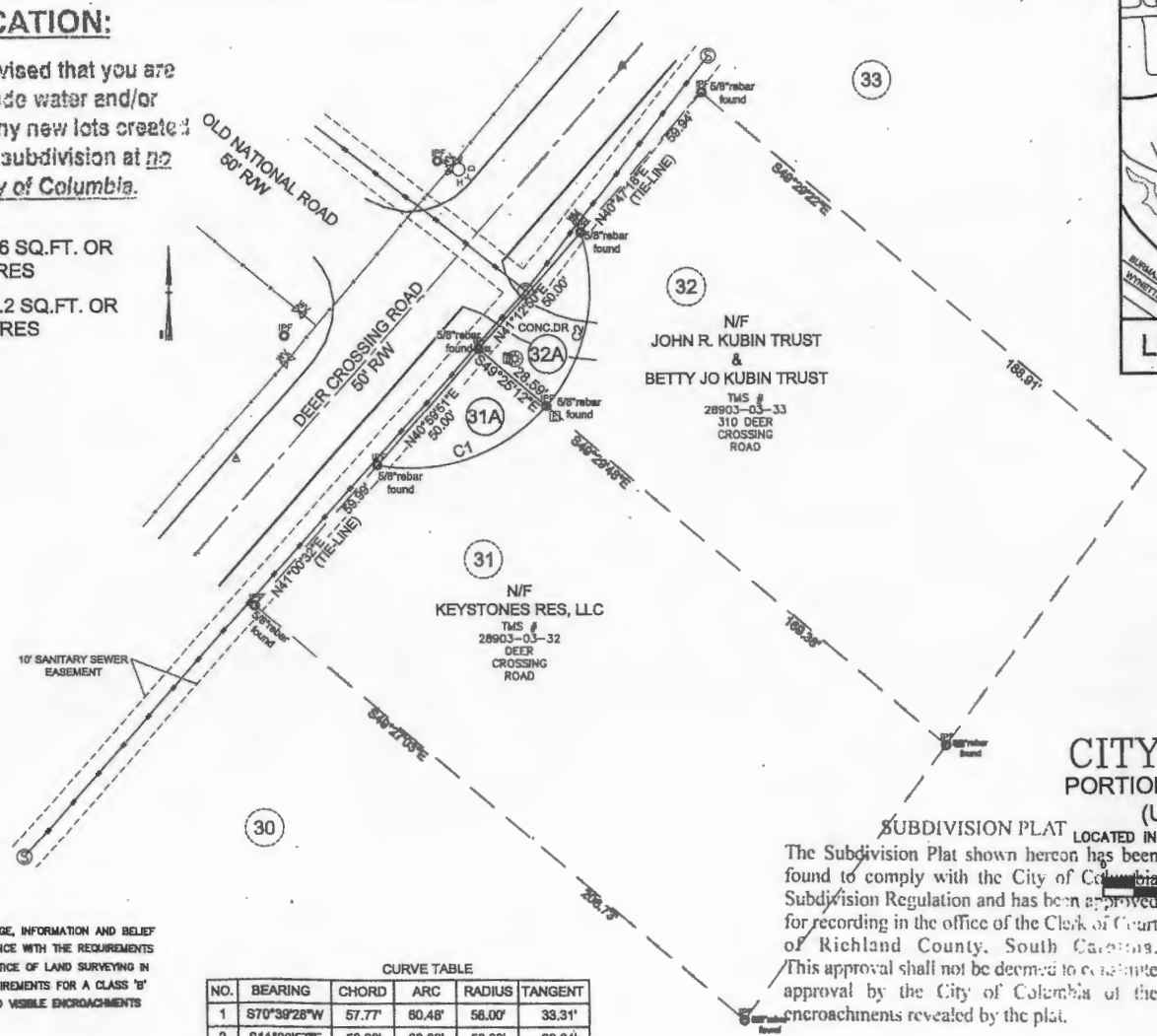
NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

31A AREA = 1015.6 SQ.FT. OR 0.023 ACRES

32A AREA = 1011.2 SQ.FT. OR 0.023 ACRES

GRID NORTH 2017



LEGEND

- WATER METER
- SANITARY SEWER MANHOLE
- LIGHT POLE
- CABLE BOX
- ELECTRIC BOX
- TELEPHONE PED
- WATER VALVE
- STORM DRAIN CONC TOP
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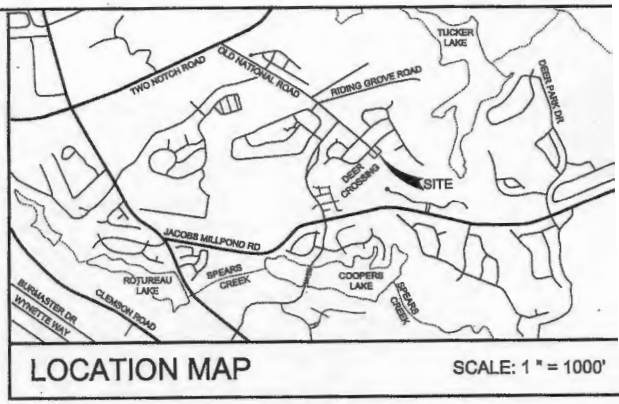


LOCATION MAP SCALE: 1 " = 1000'

REFERENCE PLATS:

1. A FINAL PLAT OF WOODCREEK FARMS DEVELOPMENT, AREA A9-1 BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 28, 1997; CF#222-22C.
2. TMS 28903-03-33 & 28903-03-032.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509

DATE: OCTOBER 24, 2017

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS. NO. 45079C0165K DATED SEPTEMBER 29, 2010.

CURVE TABLE

NO.	BEARING	CHORD	ARC	RADIUS	TANGENT
1	S70°39'28"W	57.77'	60.48'	58.00'	33.31'
2	S11°20'57"E	58.00'	60.08'	58.00'	33.04'

SUBDIVISION PLAT

The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date 11-7-17

Johnathan E. Chambers
Land Development Administrator

PLAT PREPARED FOR

CITY OF COLUMBIA

PORTIONS OF DEER CROSSING ROAD
(UNIMPROVED SECTION)
LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

0 40' 80' 120'
GRAPHIC SCALE: 1" = 40'

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA

CF# 251-102

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Planning and Development Services**

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

SUBJECT: **ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT AND INTERIM ZONING MAP AMENDMENT - 1627 Auburn Street, TMS# 11613-12-33**

PURPOSE: **Ordinance No.: 2017-103 - Annexing 1627 Auburn Street, Richland County TMS# 11613-12-33**

Council District: 2

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

Applicant: Life Made Whole International Ministries

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

PC Recommendation:11/06/17: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_Auburn1627 (PDF)
- #b: 2017-103 annex 1627 Auburn (PDF)

CITY COUNCIL

November 21, 2017 at 6:00 pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment Case Summary
1627 Auburn Street, TMS# 11613-12-33

Council District:	2	
Proposal:	Request to annex, assign an interim land use classification of Urban Core Community Activity Center (UCAC-2), and assign interim zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.	
Applicant:	Life Made Whole International Ministries	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	11/06/17: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1st Reading:	11/21/17: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading	12/05/17: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1st Reading	01/16/18: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading	02/06/18: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	01/16/18: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading	02/06/18: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.29 acres
Current Use: Institutional
Proposed Use: Institutional
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Land Use Classification: Mixed Residential – High Density
Proposed Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: General Commercial (GC)
Proposed Interim 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 services and will cost the CPD approximately **$1,900** annually to provide service for this proposed religious organization based on calls for service to similar nearby properties.

Fire
The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
The property is currently a vacant institutional building. Solid Waste services cost would be $0.00 since this service is not generally provided to this type of development.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services
We recommend annexation of this property. The petitioner also owns the adjacent parcel, which is already within the City limits, and plans to operate a religious organization on the site. As the petitioner is tax exempt, there will not be any City property tax revenue**.**

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002209)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated Urban Core Community Activity Center (UCAC-2) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a 3-5 mile radius or drive distance. These centers often occupy several City blocks (within a neighborhood) and

include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

- Small and Medium Format Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

- Civic / Institutional
- Single-family Attached
- Large Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing 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 (C-3) to the North and East. Surrounding parcels in unincorporated Richland County are zoned General Commercial (GC) to the South and Single-Family Residential (RS-HD) to the West.

The proposed interim City of Columbia zoning district is General Commercial (C-3).

General Commercial (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 an interim land use classification of Urban Core Community Activity Center (UCAC-2), and assign an interim zoning of General Commercial (C-3) at the time of annexation.



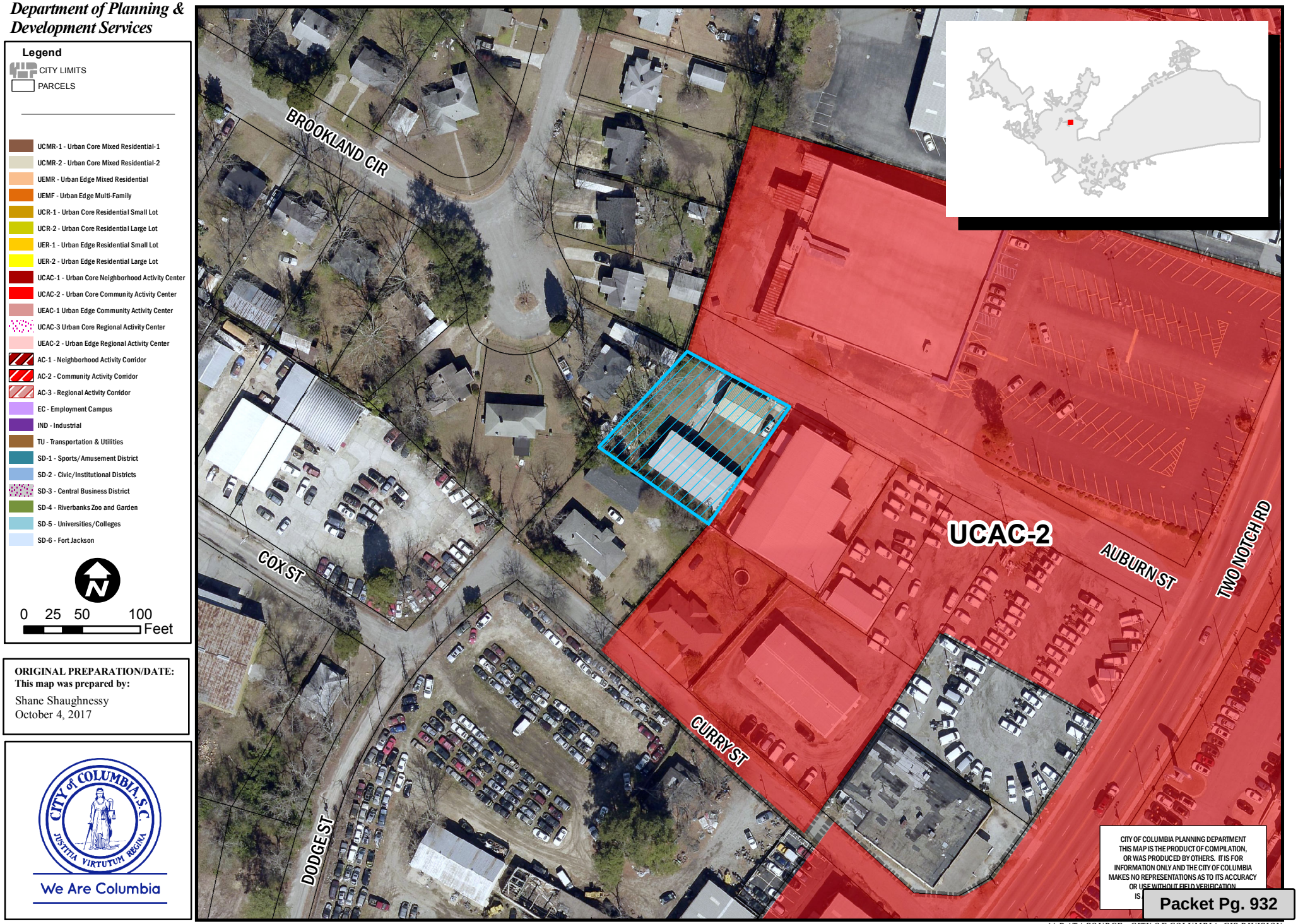
01/13/2012

© 2012 Pictometry

Future Land Use Map

1627 Auburn Street; TMS# 11613-12-33;
Existing FLU: Mixed Residential-High Density; Proposed FLU: UCAC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 4, 2017

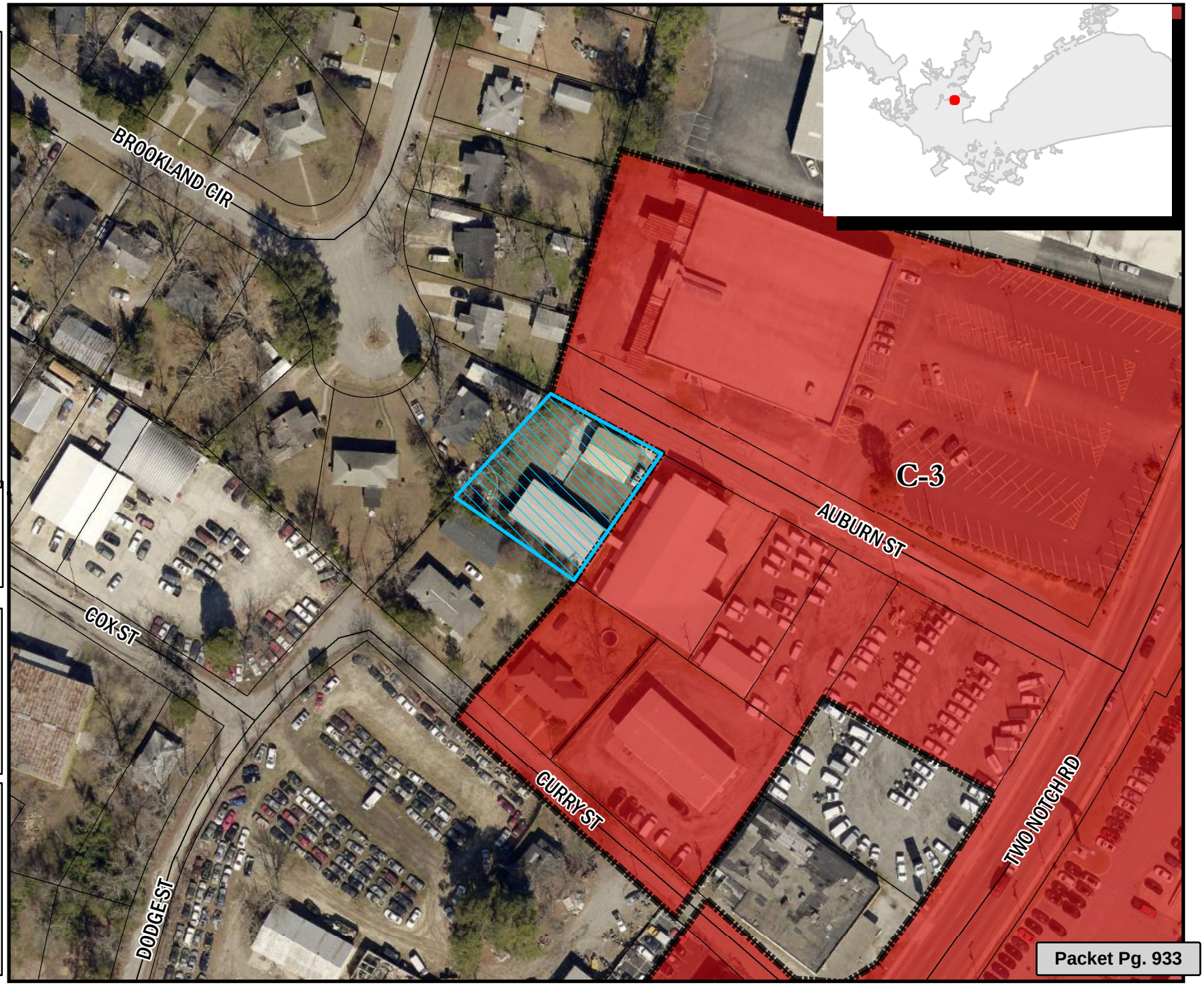
CITY of COLUMBIA, S.C. — JUSTITIA VIRTUTUM REGINA
We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1627 Auburn Street; TMS# 11613-
Existing Zoning: GC, Proposed Zoning: C-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 4, 2017

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

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-103

Annexing 1627 Auburn Street, Richland County TMS# 11613-12-33

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial (C-3), apportioned to City Council District 2, Census Tract 9, contains 0.29 acres, and shall be assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11613-12-33

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

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 11/8/2017
17111161

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-103

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.29 acres, more or less, and shown and designated as block 12, lot 33, on Richland County Tax Map 11613. Said parcel having such boundaries and measurements as are shown on said tax map.

Last revised: 11/8/2017
17111161

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: October 5, 2017

RE: **Property Addresses:** 1627 Auburn Street
Richland County TMS#: 11613-12-33
Owner(s): Life Made Whole International Ministries
Current Use: Institutional
Proposed Use: Institutional
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 **November 6, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
S. Allison Baker, Sr. Assistant City Manager
Clint Shealy, Assistant City Manager
Aubrey Jenkins, Fire Chief
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Gloria Saaed, Community Development Director
Sidra Nelson, Business License Administrator
Angela Adams, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Denny Daniels, Engineering
Carolyn Wilson, Police Planning & Research
Alfreda Tindall, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
William Holbrook, Police Chief
Teresa Knox, City Attorney
Dana Higgins, Director, Engineering
Jan Alonso, Finance Director
Jeff Palen, Assistant City Manager/CFO
George Adams, Fire Marshal
Brian Cook, Zoning Administrator
Kimberly Gathers, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
John Fellows, Planning Administrator
Zach Kay, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by 7 - 0 on 11/06/17 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 11/06/17 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

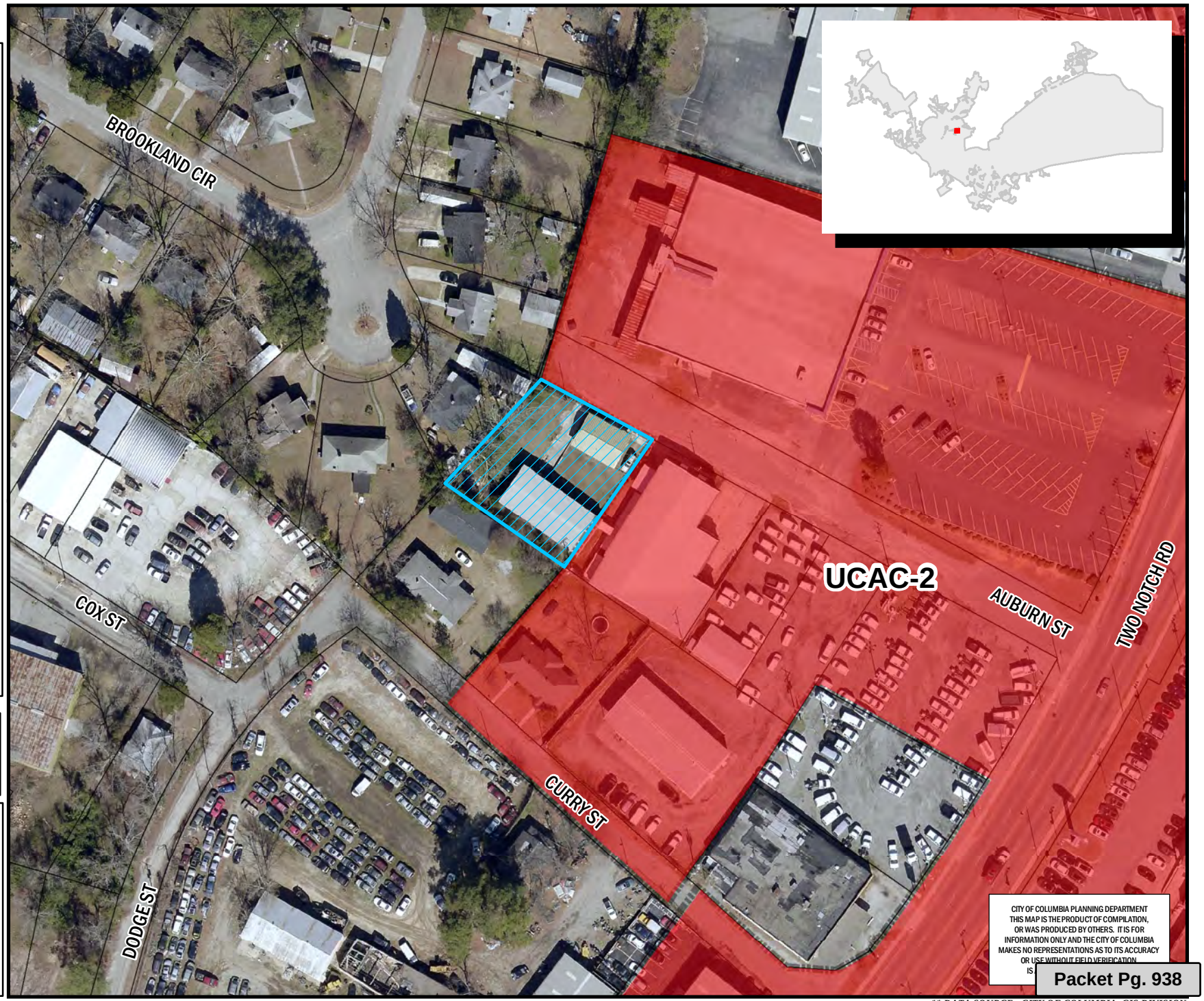


© 2012 Pictometry

Future Land Use Map

1627 Auburn Street; TMS# 11613-12-33;
Existing FLU: Mixed Residential-High Density; Proposed FLU: UCAC-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 4, 2017

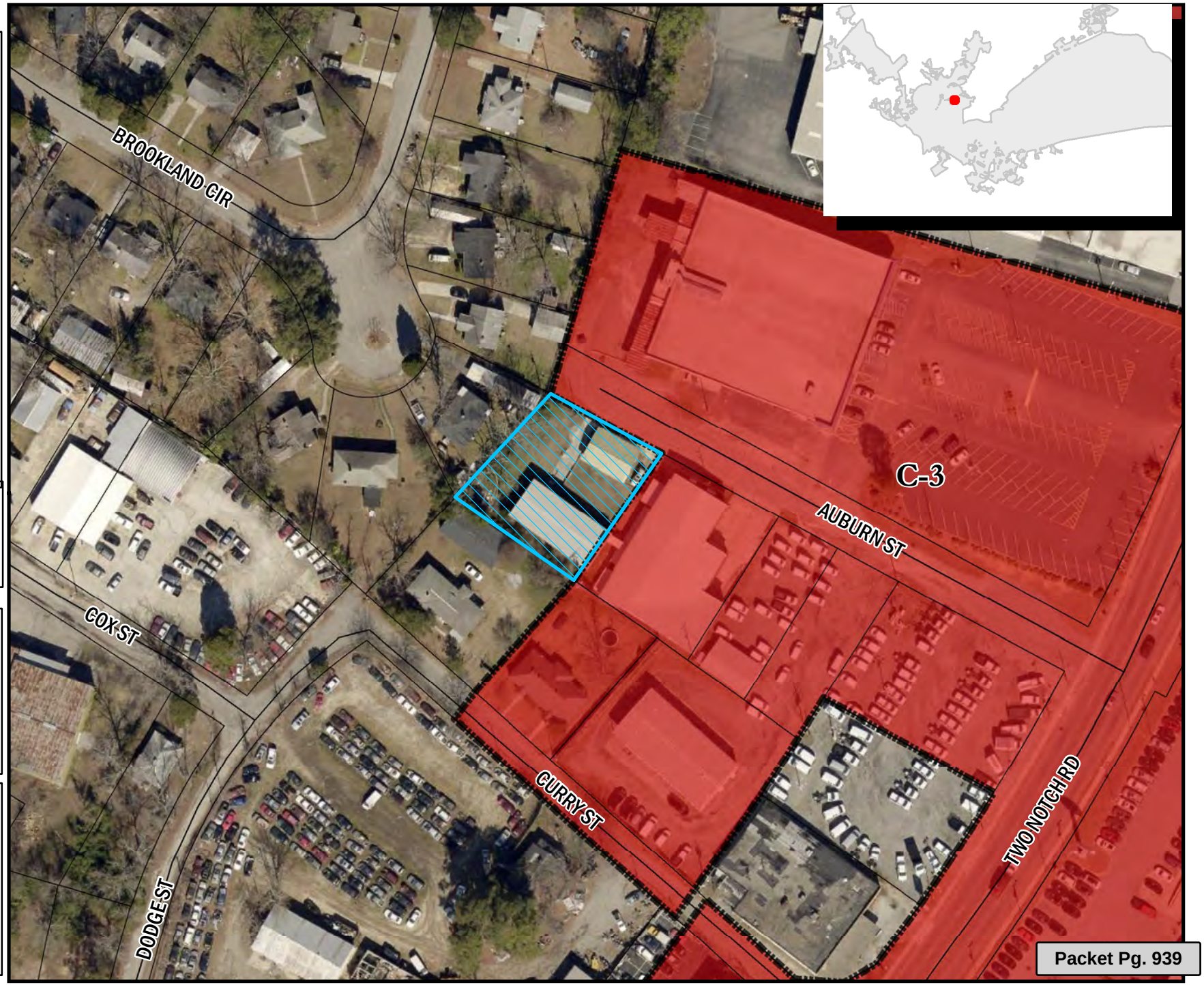
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

1627 Auburn Street; TMS# 11613-
Existing Zoning: GC, Proposed Zoning: C-3

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

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

0 20 40 80 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 4, 2017

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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or 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 0.29 acres, more or less, and shown and designated as block 12, lot 33 on Richland County Tax Map 11613. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 11613-12-33

Property Address: 1627 Auburn Street

Life Made Whole International Ministries

BY: _____ Date: 9.28.17

Nancy McPherson
(Print or Type Name)

Its: Pastor
(Print or Type Title)

11613

N 377,500

N 376,000

E 1,997,500

E 2,000,000

City Limits

Tax Dist.

MATCH LINE

SEE T.M.S. 11516-02-04 FOR ACREAGE

SEE T.M.S. 141-01-01-8 FOR ACREAGE

WEST BELT LINE

BELVEDERE DR.

BRONX ROAD

BLVD.

BROOKLAND CIRCLE

SIGMUND CIRCLE

DRIVE

ROAD

NOTCH

BELT LINE

BLVD.

TWO

BRADY STREET

COX ST.

DODGE STREET

CURRY STREET

AUBURN STREET

TORONTO STREET

DUBARD STREET

PAXTON STREET

BURLEY COURT

= Property to be annexed;
TMS#:11613-12-33

NOTE: BLK. 12 LOTS 27-29 ANNEXED INTO CITY; 5/20/87. BLK. 12 LOT 41 ANNEXED INTO CITY 7-21-94. BLK. 12 LOTS 36, 40 ANNEXED INTO CITY 12-7-94. BLK. 2 LOTS 3-5 ANNEXED INTO CITY 12-31-96. BLK. 3 LOT 1 ANNEXED INTO CITY 7-1-98.

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/85	12/05
12/87	12/06
12/88	
	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

LEGEND

R — DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
(B) (C) — DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC.
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

RICHLAND COUNTY SOUTH CAROLINA 1785

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

116-10	116-14	141-02
116-09	116-13	141-01
115-12	115-16	140-04

GRAPHIC SCALE
0 100 200 300
1" = 100'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP SHEET NO.
11613

SCHOOL DISTRICT
IUR, ICC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2017-108 - Authorizing the City Manager to execute a Corrective Quit Claim Deed from the City of Columbia to Bull Street Development, LLC for Phase 1 Infrastructure Parcel, Richland County TMS #11501-01-13 (portion)**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2017-108 Corrective Quit Claim Deed Bull Street Phase 1 Infrastructure (Church Building) (PDF)
- #b: 2017-11-16 Downtown Church Plat (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-108

Authorizing the City Manager to execute a Corrective Quit Claim Deed from the City of Columbia to Bull Street Development, LLC for Phase 1 Infrastructure Parcel, Richland County TMS #11501-01-13 (portion)

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that the City Manager is hereby authorized to execute the attached Corrective Quit Claim Deed from the City of Columbia to Bull Street Development, LLC, and any other documents necessary to consummate the transfer of 0.01 acre (448.24 sf), Richland County TMS #11501-01-13 (portion) for the sum of Nine Hundred and No/100 ($900.00) Dollars.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 111/15/2017

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of this document this ____ day of _____, 20__.

_____
South Carolina Bar Number: _____

STATE OF SOUTH CAROLINA)
) **QUITCLAIM DEED**
) **(OF ALL RIGHT, TITLE AND INTEREST)**
COUNTY OF RICHLAND)

WHEREAS, pursuant to that Quitclaim Deed dated September 22, 2015 and recorded on September 24, 2015 in the Office of the Register of Deeds for Richland County, SC in Deed Book 2060, at Page 221(the "Phase 1 Infrastructure Deed"), the South Carolina Department of Mental Health conveyed to the Grantor (as defined herein) that certain roadway parcel of real property containing 9.48 acres as more fully described in the Phase 1 Infrastructure Deed; and,

WHEREAS, the parties entered into that certain Development Agreement by and between the Grantor and Hughes Development Corporation, a South Carolina corporation, dated July 31, 2013, as amended by that First Amendment to Development Agreement dated June 11, 2014, as further amended or modified, and as assigned by Hughes Development Corporation to the Grantee (as defined herein); and,

WHEREAS, said Development Agreement, as amended, has previously been approved by the City Council of the City of Columbia; and,

WHEREAS, it has been determined, based on a final survey, that the description of the Phase 1 Infrastructure Parcel in the Phase 1 Infrastructure Deed mistakenly included a portion of land that the Grantee intended would be a part of the Downtown Church Parcel, such parcel being described on Exhibit A attached hereto; and,

WHEREAS, the Grantor now desires to execute this Quitclaim Deed in order to clarify and correct the boundary line between the Phase 1 Infrastructure Parcel and the Downtown Church Parcel and to vest fee simple title in that portion of land mistakenly conveyed by the Phase 1 Infrastructure Deed (such portion of land being the "Premises" as hereinafter defined) to the Grantee, who intends to subsequently convey the Premises to the owner of the Downtown Church Parcel; NOW THEREFORE,

KNOW ALL BY THESE PRESENTS that **CITY OF COLUMBIA, SOUTH CAROLINA**, a South Carolina municipality and political subdivision (referred to herein as the "Grantor") in consideration of the sum of Nine Hundred and No/100 ($900.00) Dollars and other valuable consideration to the Grantor well and truly paid by **BULL STREET DEVELOPMENT, LLC**, a South Carolina limited liability company (referred to herein as the "Grantee"), the receipt and legal adequacy of which are hereby acknowledged, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the Grantee:

All right, title, and interest of the Grantor in and to the following property with all improvements thereon lying:

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, consisting of 0.01 acre, and being shown and described as 0.01 Acre (448.24 SF) R/W Correction on that certain survey plat entitled

APPROVED AS TO FORM
11/16/17
Legal Department City of Columbia, SC

Subdivision Plat of the Downtown Church Parcel prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd, dated June 7, 2017, last revised on _____, 2017 and recorded on _____, 2017 in the Office of the Register of Deeds for Richland County in Book _____ at Page _____; said plat is specifically incorporated herein by reference and reference to said plat is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

Derivation: This being a portion of the same property conveyed by Quitclaim Deed of The South Carolina Department of Mental Health to the City of Columbia, South Carolina dated September 22, 2015 and recorded on September 24, 2015 in the Office of the Register of Deeds for Richland County, SC in Deed Book 2060, at Page 221.

Tax Map Number: Portion of 11501-01-13

THE MAILING ADDRESS OF GRANTEE: P.O. Box 2567, Greenville, South Carolina 29602;

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and, subject to the terms below, appurtenances to the Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises, and interests quitclaimed above unto the Grantee and the successors and assigns of the Grantee, forever, so that neither the Grantor, nor the successors and assigns of the Grantor, nor any other person or persons claiming under the Grantor, or any of them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the Premises, or other interests or improvements or appurtenances or any part or parcel thereof, forever.

WITNESS Grantor's hand and seal this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF COLUMBIA, SOUTH CAROLINA

_____
Witness

By: _____(SEAL)
Name: Teresa B. Wilson
Title: City Manager

_____
Witness

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF RICHLAND)

I, _____, a notary public for the State of South Carolina, do hereby certify that the City of Columbia, by Teresa B. Wilson, its City Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 2017.

_____ (SEAL)
Signature of Notary Public
My Commission Expires:_____

EXHIBIT "A"

The Downtown Church Parcel

Legal Description: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, consisting of 1.75 acres, and being shown and described as the Downtown Church Parcel 1.75 Acres on that certain survey plat entitled Subdivision Plat of the Downtown Church Parcel prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd, dated June 7, 2017, last revised on _____, 2017 and recorded on _____, 2017 in the Office of the Register of Deeds for Richland County in Book _____ at Page _____; said plat is specifically incorporated herein by reference and reference to said plat is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is approximately 0.01 acre located in Richland County, South Carolina, and is a portion of that property bearing Richland County Tax Map Number 11501-01-13 and was transferred by the City of Columbia, South Carolina to Bull Street Development, LLC on _____, 2017.

3. Check one of the following: The deed is:

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) XXXX exempt from the deed recording fee because: See S.C. Code Ann. § 12-24-30 , transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.

(b) _____ The fee is computed on the fair market value of the realty which is_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ____ or No ____ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) _____ Place the amount listed in item 4 above here: $_____

(b) _____ Place the amount listed in item 5 above here: (If no amount is listed, place zero here.) $_____

(c) _____ Subtract Line 6(b) from Line 6(a) and place result here: $_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this_____
day of _____, 2017.

_____
Notary Public for South Carolina
My Commission Expires:_____

City of Columbia, South Carolina

By:_____
Name: Teresa Wilson
Title: City Manager

GRID

SOUTH CAROILNA DEPARTMENT
OF MENTAL HEALTH
(11501-01-01)
DB 986 - 397

LEGEND

- #5 REBAR SET
  (UNLESS OTHERWISE NOTED)

PARCEL SUMMARY:

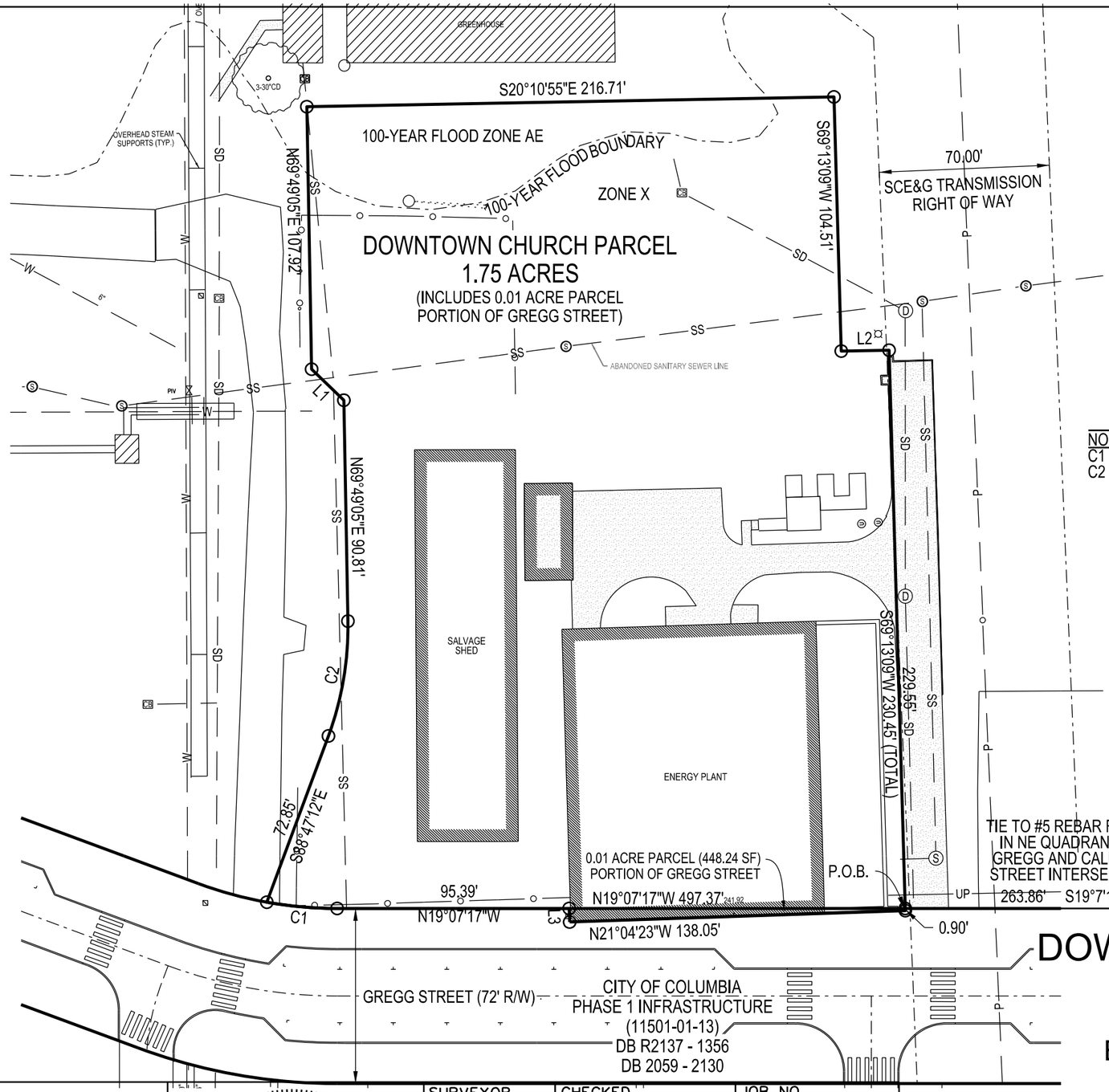
1.) DOWNTOWN CHURCH PARCEL (TBD): FORMERLY PORTION OF TRACT 2 AS SHOWN ON THE PHASE 1 INFRASTRUCTURE PLAT; NEW 1.75 ACRES; WHICH CONSIST OF 1.74 ACRES FROM 11501-01-01 AND 0.01 ACRES FROM 11501-01-13.

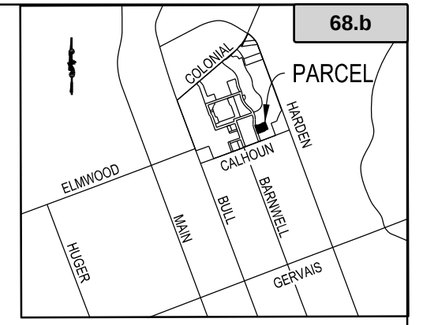
NOTES:

1.) ACCORDING TO FEMA FIRM MAP PANEL NUMBER 45079C0092 H LAST REVISED FEBRUARY 20, 2002 AND REVISED BY LETTER OF MAP REVISION CASE NUMBER 11-04-0263P WITH EFFECTIVE DATE OCTOBER 1, 2012 A PORTION OF THIS PROPERTY LIES INSIDE THE 100-YEAR FLOOD ZONE.
2.) THIS PLAT WAS PREPARED USING CURRENT DEEDS AND PLATS OF RECORD. A TITLE SEARCH WAS NOT PERFORMED OR PROVIDED AS PART OF THIS SURVEY.
3.) THIS PROPERTY LIES TOTALLY WITHIN THE CITY LIMITS OF COLUMBIA.
4.) ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS OTHERWISE NOTED.
5.) DISTANCES AS SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (NAD 83/2011).
6.) UPON RECORDATION OF THIS SUBDIVISION PLAT, THE 0.01 ACRE PORTION OF THE GREGG STREET RIGHT OF WAY WILL BE COMBINED WITH THE 1.74 ACRES TO CREATE ONE UNDIVIDED PARCEL.

REFERENCE:

1.) PLAT PREPARED FOR SOUTH CAROLINA DEPT. OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-15-10.





VICINITY MAP

BLOW-UP TO SCALE: 1"= 5000'

CURVE TABLE

NO.	RADIUS	TANGENT	ARC	CH. LENGTH	CH. BEARING
C1	164.00	14.56	29.05	29.01	N14°02'48"W
C2	129.00	24.37	48.17	47.89	N80°30'56"E

LINE TABLE

NO.	DIRECTION	DISTANCE
L1	N24°49'05"E	18.38
L2	S20°10'55"E	19.65
L3	N69°07'57"E	5.60

SOUTH CAROILNA DEPARTMENT
OF MENTAL HEALTH
(11501-01-01)
DB 986 - 397

SUBDIVISION PLAT
OF THE
DOWNTOWN CHURCH PARCEL

FOR A PORTION OF TAX MAP NUMBER
R11501-01-01
PREPARED FOR
BULLSTREET DEVELOPMENT, LLC
LOCATED IN
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
BY

DAVIS & FLOYD
SINCE 1954

0 50 100
SCALE: 1" = 50'

"I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "A" survey as specified therein."

JEFFREY W. POOLE PLS NO. 18267 864-229-5211

SOUTH CAROLINA
DAVIS & FLOYD, INC.
No. C00538
CERTIFICATE OF AUTHORIZATION

SURVEYOR	CHECKED	JOB NO.
A. ANDERSON	J.POOLE	12901.00 PH. 0022
DRAWN	APPROVED	DATE
L.BUCHANAN	J. POOLE	6-7-17

NO.	REVISED	CHKD.	DATE

PLOTTED: 11/16/2017 3:56:08 PM FILE NAME: H:\JobsOdd\12901-00\Plats\Working\2017-11-16 Downtown Church Plat.dgn

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-110 - A Resolution Relating to the Declaration of Intent by the City of Columbia, South Carolina to Use Proceeds of Tax-Exempt Bonds or Other Obligations (Including a Lease Agreement to be Entered into by the City) to Reimburse Certain Expenditures Prior to the Issuance or Execution Thereof (Bull Street)**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-110 Reimbursement Resolution (Bull Street) (PDF)

RESOLUTION NO. R-2017-110

A RESOLUTION RELATING TO THE DECLARATION OF INTENT BY THE CITY OF COLUMBIA, SOUTH CAROLINA, TO USE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS (INCLUDING A LEASE AGREEMENT TO BE ENTERED INTO BY THE CITY) TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE OR EXECUTION THEREOF

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (the "Regulations") that authorizes an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations (including lease agreements) for such projects; and,

WHEREAS, the Regulations require that the governing body of the political subdivision declare an official intent to reimburse an expenditure not later than sixty (60) days after the payment of the expenditure; and,

WHEREAS, the City of Columbia, South Carolina (the "City") has previously agreed to fund the acquisition, by construction or purchase, renovation, installation and equipment of certain improvements and other expenditures located or to be located on or relating to all or a portion of the 183-acre tract of land generally known as the Bull Street Campus, situated in the heart of the City, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street (generally known as the "Bull Street Campus"), more particularly consisting of road construction, paving, storm drainage, stormwater ponds and/or improvements; water and sewer infrastructure and other utilities; landscaping, lighting, earthwork and erosion control, asbestos abatement and demolition and site clearing; stream daylighting and/or restoration; and development of parks, plazas, ponds and parking facilities; and land acquisition related to the foregoing (the "Bull Street Project"); and,

WHEREAS, the City also intends to fund the acquisition, by construction or purchase, renovation, installation and equipment of certain improvements and other expenditures relating to its stormwater system (the "Stormwater Project") and certain vehicles and other rolling stock, including but not limited to automobiles, trucks or sport utility vehicles to be used for public safety purposes (the "Public Safety Project" and, together with the Bull Street Project and the Stormwater Project, the "Projects"); and,

WHEREAS, the City anticipates incurring approximately $9,500,000 of expenditures for the Bull Street Project (the "Bull Street Expenditures") in the next 18-24 months, and approximately $21,000,000 of expenditures for the Stormwater Project (the "Stormwater Expenditures") in the next 6-9 months, which Bull Street Expenditures and/or Stormwater Expenditures may be made prior to the issuance by or on behalf of the City of tax-exempt bonds or other obligations for such purposes, and the City has incurred or anticipates incurring approximately $1,000,000 of expenditures for the Public Safety Project (the "Public Safety Expenditures" and, together with the Bull Street Expenditures and the Stormwater Expenditures, the "Expenditures") prior to the execution by the City of a tax-exempt lease agreement to finance the costs of Public Safety Project as well as other equipment and personal property; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2017, as follows:

Section 1. The City Council hereby declares its intent to use the proceeds of tax-exempt bonds or other obligations issued directly by or on behalf of the City, including one or more lease agreements (collectively, the "Obligations"), to finance a portion of the costs of the Projects.

Section 2. The City Council hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Regulation §1.150-2, to reimburse the City from the proceeds of the Obligations for any Expenditures made prior to the issuance of the Obligations, subject to other limitations contained herein.

Section 3. The City understands that Expenditures which may be reimbursed are limited to Expenditures which are (a) properly chargeable to capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2) under general federal income tax principles; or (b) certain de minimis or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f).

Section 4. The source of funds for the Expenditures with respect to the Project will be the City's general fund, water and sewer fund, stormwater fund, parking system fund and/or hospitality fee account, as may be applicable to the type of Expenditure and otherwise permitted under South Carolina law.

Section 5. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the applicable Expenditures were paid, or (b) the date the applicable Project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the office of the City.

Requested by:

Assistant City Manager Palen

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced
Final Reading

Last revised: 10/17/2017
1635136v2
17100999

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-112 - Certifying the McCants School as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at Edgefield Street and Lyles Street, City of Columbia, TMS #09107-16-34, 09107-16-35, 09107-16-36, 09107-16-37, 09107-16-38, 09107-16-39, 09107-16-40, 09107-16-41, 09107-16-42, 09107-16-43, 09107-16-44, 09107-16-45, 09107-16-47, 09107-16-48, 09107-16-49, 09107-16-50, and 09107-16-52**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-112 certify McCants School as an Abandoned Building (PDF)

RESOLUTION NO.: R-2017-112

Certifying the McCants School as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at Edgefield Street and Lyles Street, City of Columbia, TMS #09107-16-34, 09107-16-35, 09107-16-36, 09107-16-37, 09107-16-38, 09107-16-39, 09107-16-40, 09107-16-41, 09107-16-42, 09107-16-43, 09107-16-44, 09107-16-45, 09107-16-47, 09107-16-48, 09107-16-49, 09107-16-50, and 09107-16-52

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and,

WHEREAS, McCants Partners, LLC ("McCants" or the "Taxpayer") is the owner and developer of certain real property known as the McCants School located at Edgefield Street and Lyles Street, Columbia, South Carolina, as referenced in deed dated July 5, 2016 and recorded July 8, 2016 in the Richland County Register of Deeds Office in Book 2127 at Page 2842, which property is further identified on Richland County Tax Maps as TMS Nos. 09107-16-34, 09107-16-35, 09107-16-36, 09107-16-37, 09107-16-38, 09107-16-39, 09107-16-40, 09107-16-41, 09107-16-42, 09107-16-43, 09107-16-44, 09107-16-45, 09107-16-47, 09107-16-48, 09107-16-49, 09107-16-50, and 09107-16-52 (the "Property"); and,

WHEREAS, on January 31, 2017, McCants filed a Notice of Intent to Rehabilitate the Property with the South Carolina Department of Revenue; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2017, that the City of Columbia makes the following certifications as requested by McCants Partners, LLC under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Taxpayer has submitted to the City a request to certify each of the Building Sites pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, conferred with the Taxpayer and conducted a review of its records concerning the Property.

Section 3. The City hereby certifies that (i) each of the Building Sites are separate abandoned building sites as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the Building Sites is consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-113 - Certifying 1519 Sumter Street and 1220-1224 Taylor Street as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1519 Sumter Street and 1220-1224 Taylor Street, City of Columbia, TMS# 09014-09-05 and 09014-09-07**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-113 certify 1519 Sumter and 1220-1224 Taylor Street abandoned buildings (PDF)

RESOLUTION NO.: R-2017-113

Certifying 1519 Sumter Street and 1220-1224 Taylor Street as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1519 Sumter Street and 1220-1224 Taylor Street, City of Columbia, TMS# 09014-09-05 and 09014-09-07

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and,

WHEREAS, Sumter, LLC ("Sumter" or the "Taxpayer") is the owner and developer of certain real property located at 1519 Sumter Street, Columbia, South Carolina, as referenced in deed dated November 17, 2005 and recorded November 18, 2005 in the Richland County Register of Deeds Office in Book 1122 at Page 2634, which property is further identified on Richland County Tax Maps as TMS No. 09014-09-07, and certain real property located at 1220-1224 Taylor Street, Columbia, South Carolina, as referenced in deed dated December 22, 2015 and recorded December 29, 2015 in the Richland County Register of Deeds Office in Book 2078 at Page 2466, which property is further identified on Richland County Tax Maps as TMS No. 09014-09-05 (collectively, the "Property"); and,

WHEREAS, on October 19, 2016, Sumter filed four Notices of Intent to Rehabilitate the Property with the South Carolina Department of Revenue; and,

WHEREAS, Sumter has taken steps to subdivide the Property into four (4) separate and distinct condominium units (the "Building Sites") as shown in Exhibits A, B, and C, attached hereto; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-120; NOW THEREFORE,

DRAFT

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2017, that the City of Columbia makes the following certifications as requested by Sumter, LLC under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Taxpayer has submitted to the City a request to certify each of the Building Sites pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, conferred with the Taxpayer and conducted a review of its records concerning the Property.

Section 3. The City hereby certifies that (i) each of the Building Sites are separate abandoned building sites as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the Building Sites is consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

RESOLUTION NO.: R-2017-113
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL A (1517-1519 SUMTER STREET):

ALL that lot, piece, or parcel of land, with all improvements thereon, situate, lying and being on the west side of Sumter Street, between Hampton and Taylor Streets, in the City of Columbia, County of Richland, State of South Carolina, being familiarly known as 1517 Sumter Street, which said lot is in shape a rectangular parallelogram, measuring on the northern and southern sides of one hundred fifty-eight (158) feet, more or less; on its eastern and western sides fifty-two (52) feet, more or less; and is bounded on the north by lot now or formerly of Price, Greever and Lillard, on the east by said Sumter Street, whereon it fronts, on the south by property hereinbelow described and Southern Bell Telephone & Telegraph Company, and on the west by lot now or formerly of Ben M. Webber, and others.

ALSO: ALL that lot or parcel of land, situate, lying and being within the square bounded by Hampton, Taylor, Sumter and Main Streets, in the City of Columbia, County of Richland, State of South Carolina, measuring eight-one (81) feet on its northern and southern sides, and two (2) feet on its eastern and western sides, and bounded north by the alleyway of Jenkins Automotive Parts Service, Inc., east by Sumter Street, south by land now or formerly of Ben M. Webber, and west by the strip of land conveyed by Ben M. Webber to Jenkins Automotive Parts Service, Inc., on the 21st day of November 1929.

ALSO: ALL that lot or parcel of land situate, lying and being within the square bounded by Hampton, Taylor, Sumter and Main Streets, in the City of Columbia, County of Richland, State of South Carolina, measuring forty (40) feet on its northern and southern sides, and bounded north by property belonging to Jenkins Automotive Parts Service, Inc.; east by lands of Jenkins Automotive Parts Service, Inc.; south by lands now or formerly of Ben M. Webber; and west by lands of Southern Bell Telephone & Telegraph Company.

This being the identical property conveyed unto Sumter, LLC by Deed of Cambridge Investment Company, dated November 17, 2005, and recorded in the Office of the Register of Deeds for Richland County, South Carolina on November 18, 2005, in Book 1122, at Page 2634.

TMS#R09014-09-07

PARCEL B (1220-1224 TAYLOR STREET):

ALL that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the southern side of Taylor Street, between Main Street and Sumter Street, the northeastern most corner of said property being 87.7 feet west of the southwestern corner of the intersection of Sumter Street and Taylor Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and delineated on a plat prepared for Baptist Healthcare Systems of South Carolina, Inc. by Cox and Dinkins, Inc., dated June 16, 1995, recorded on or about the recording date hereof, and having such metes, bounds, bearings and distances as shown on said plat which is incorporated herein by reference, as follows: Beginning at the northeast corner of the property on Taylor Street, at an iron pin eighty-seven and seven-tenths (87.7') feet west of the intersection of the southwest corner of Sumter Street and Taylor Street, and running thence along property now or formerly of Victory Savings Bank S 21° 11' 00" E for a distance of one hundred (100.00') feet to a nail; thence turning and running along property now or formerly of Victory Savings Ban N 68° 33' 00" E for a distance of eighty-seven and eight-five one hundredths (87.85') feet to a nail on the western right-of-way line of Sumter Street; thence turning and running along the said right-of-way line of Sumter Street S 21° 19' 52" E for a distance of fifty-eight (58.00') feet to an x in concrete; thence turning and running along property now or formerly of Cambridge Investment Company S 69° 06' 57" W for a distance of one hundred fifty-eight (158.00') feet to a

rebar; thence turning and running along property now or formerly of Cambridge Investment Company S 21° 11' 23" E for a distance of eighty-four one-hundredths (.84') feet to a point; thence continuing along property now or formerly of Cambridge Investment Company S 21° 11' 23" E for a distance of fifty-three and seventy one-hundredths (153.70') feet to an x in concrete; thence turning and running along property now or formerly of S. C. Baptist Hospital S 68° 26' 57" W for a distance of nine (9.00') feet to an x in concrete; thence turning and running along property now or formerly of Daisie W. Moody N 21° 11' 10" W for a distance of two hundred eleven and fifty one-hundredths (211.50') feet to a point on the southern right-of-way line of Taylor Street; thence turning and running along the said right-of-way line of Taylor Street N 68° 55' 02" E for a distance of seventy-nine (79.00') feet to the point of beginning, be all measurements a little more or less and containing 0.41 acres (17,955 square feet).

TOGETHER WITH the appurtenant right to use in common with all other persons who may have the like right, as provided in the deed below mentioned, a strip of land thirteen (13.0') feet in width extending in a westerly direction from the southern most thirteen (13.0') feet of the above-described property across the southern most thirteen (13.0') feet of land now or formerly of Daisie W. Moody and Triple C Limited Partnership for a distance of forty-five and thirty-three one-hundredths (45.33') feet to property now or formerly of Evergreen Corporation of Columbia and Reyner Family Partnership as shown on a plat prepared for Hampton Number Three, Inc. by W. Frank McAulay, Jr., R.L.S. dated September 21, 1990, and recorded in the RMC Office for Richland County in Plat Book 53 at Page 3513, as an open court or way, the same being particularly described in a certain deed of conveyance made by Black and Coulter Company to Wm. D. Simpson and Wm J. Taylor, dated June 4, 1912, and recorded in the Office of the RMC for Richland County, South Carolina in Book of Deeds AU, Page 533;

ALSO TOGETHER WITH the appurtenant right to use for access, ingress and egress in common with all other persons who may have a like right, a strip of land eight (8.0') feet in width over and along with western edge of the lot conveyed by Black and Coulter Company to Wm. D. Simpson and Wm J. Taylor as aforesaid, extending from said court and way last above mentioned southwardly to Hampton Street, as particularly described in the said deed from Black and Coulter to said Wm. D. Simpson and Wm. J. Taylor, and as shown on a plat prepared for Hampton Number Three, Inc. by W. Frank McAulay, Jr., R.L.S. dated September 21, 1990, and recorded in the RMC Office for Richland County in Plat Book 53, at Page 3513.

This being the identical property conveyed unto Sumter, LLC by Deed of Baptist Healthcare System of South Carolina, Inc., dated December 22, 2015, and recorded in the Office of the RMC for Richland County, South Carolina on December 29, 2015 in Deed Book 2078, at Page 2466.

TMS #R9014-09-05

DRAFT

RESOLUTION NO.: R-2017-113
EXHIBIT B

Notes to Floor Plans
SUMTER TAYLOR HORIZONTAL PROPERTY REGIME
NOTES

This Exhibit "B" includes an as-built survey showing the location of the Buildings and other improvements on the Property (the "Plat" or "Site Plan"), said Plat prepared by Baxter Land Surveying Company, Inc. for 1224 Taylor Street LLC, dated October 26, 2015, recorded in the Richland County Office of the Register of Deeds at Book 2151 at page 3402. The Plat also shows the location of an alleyway and concrete parking area which shall be Common Elements or Limited Common Elements. Exhibit "C" includes a set of floor plans of each Unit (collectively, the "Floor Plans"), which shows graphically the dimensions, area and location of each Unit therein (Exhibit B & C collectively sometimes referred to herein as the "Plans"). Said Exhibits further include the matters set forth below:

The Property has three buildings, the Powell Furniture Building, Western Auto Building and the Rose Talbot Building, containing a total of four condominium Units.

The Powell Furniture Building contains two Units more particularly described as Units 1 and 2. Unit 1 contains 10,597 square feet and includes the basement level and ground level of the Powell Furniture Building. Unit 1 includes a 208 square foot Basement Exit Stairway providing access the basement level of Unit 1 from the alleyway located along the southern side of the Powell Furniture Building into the basement level of Unit 1. Unit 2 contains 6,684 square feet and includes the second level of the Powell Furniture Building. Unit 2 includes the portion of the ground level containing the 366 square feet Unit 2 Ground Level Stairway access area to Unit 2 from the ground level and located on the eastern side of the Powell Furniture Building. Unit 2 includes the portion of the second level containing the 166 square feet Unit 2 Ground Level Stairway access area to Unit 2 from the ground level. Unit 2 also shares with Units 3 and 4 the use and benefit of the Limited Common Element 190 square feet Exterior Stairway located on the western exterior wall the Powell Furniture Building. Units 1, 2 and 3 also share the exclusive use and benefit of the Limited Common Element Elevator occupying 68 square feet as shown on the Plans.

The Western Auto Building contains one Unit more particularly described as Unit 3. Unit 3 is two stories and contains 10,306 square feet. Units 1, 2 and 3 also share the exclusive use and benefit of the Limited Common Element Elevator occupying 68 square feet as shown on the Plans. Unit 3 also enjoys with Unit 4 the exclusive use and benefit of the Limited Common Element 133 square feet Access Hallway. This Access Hallway provides Unit 3 and 4 access to the 190 square feet Exterior Stairway.

The Rose Talbot Building contains one Unit more particularly described as Unit 4. Unit 4 is two stories and contains 6,219 square feet. Unit 4 also shares with Unit 2 and 4 the use and benefit of the Limited Common Element 190 square feet Exterior Stairway located on the western exterior wall the Powell Furniture Building. The Rose Talbert Building also includes a Limited Common Element 133 square feet Access Hallway for the exclusive use and benefit of Units 3 and 4. This Access Hallway provides Unit 3 and 4 access to the 190 square feet Exterior Stairway.
The use of the terms "apartment," "apartments" or "rental apartments" are used for convenience in describing the composition of the Units, and shall not have the same meaning of the term condominium "Unit."

ADDITIONAL DESCRIPTION DETAILS:

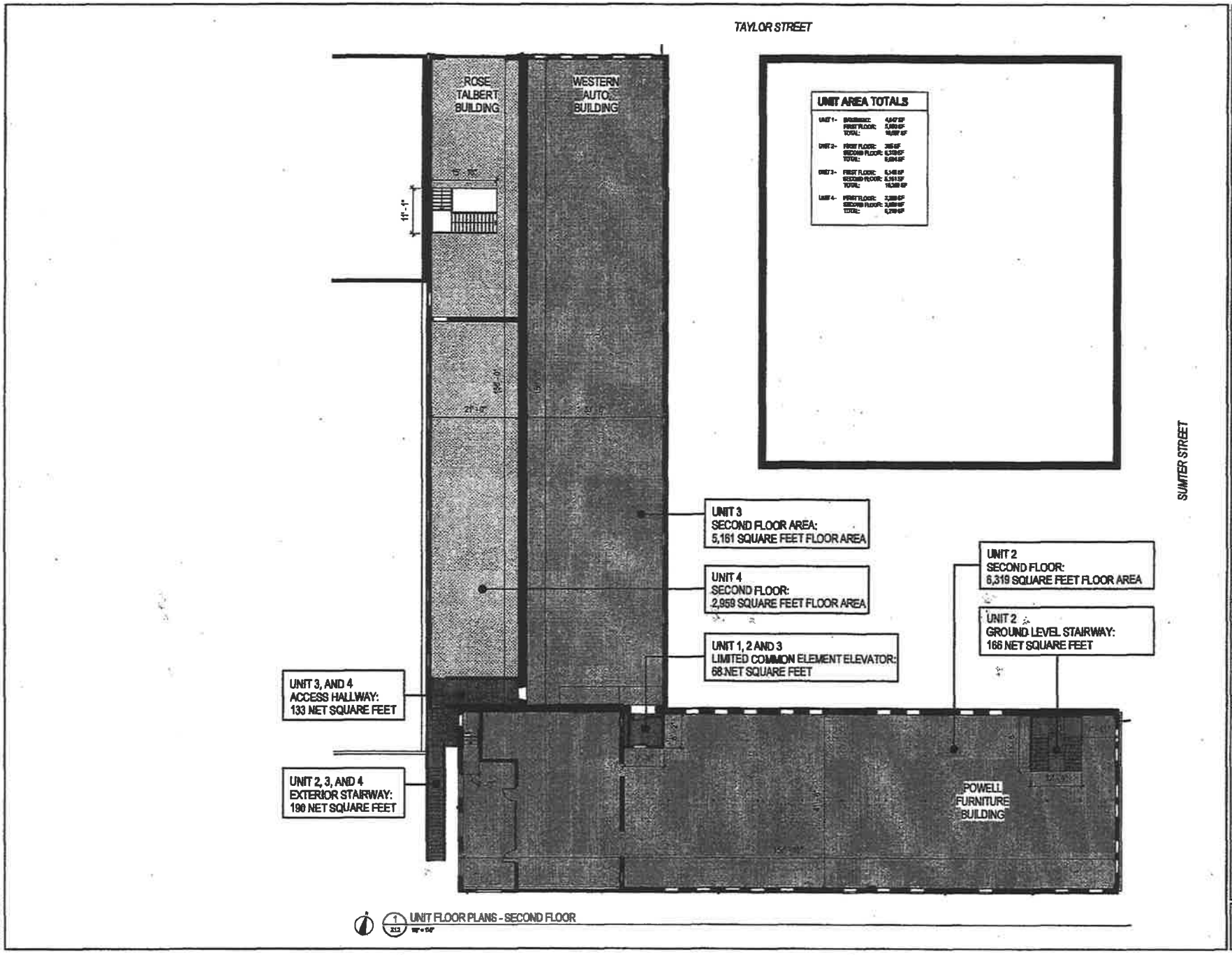
Reference to area as Common Areas/Common Elements and Limited Common Areas/Limited Common Elements in this Exhibit B will be in addition to and read in conjunction with the further designations of Common Areas and Common Elements set out in other portions of this Master Deed and the Plat and Floor Plans making up the balance of the Plans contained herein.

EXHIBIT C

FLOOR PLANS

[FLOOR PLANS ATTACHED]

DRAFT

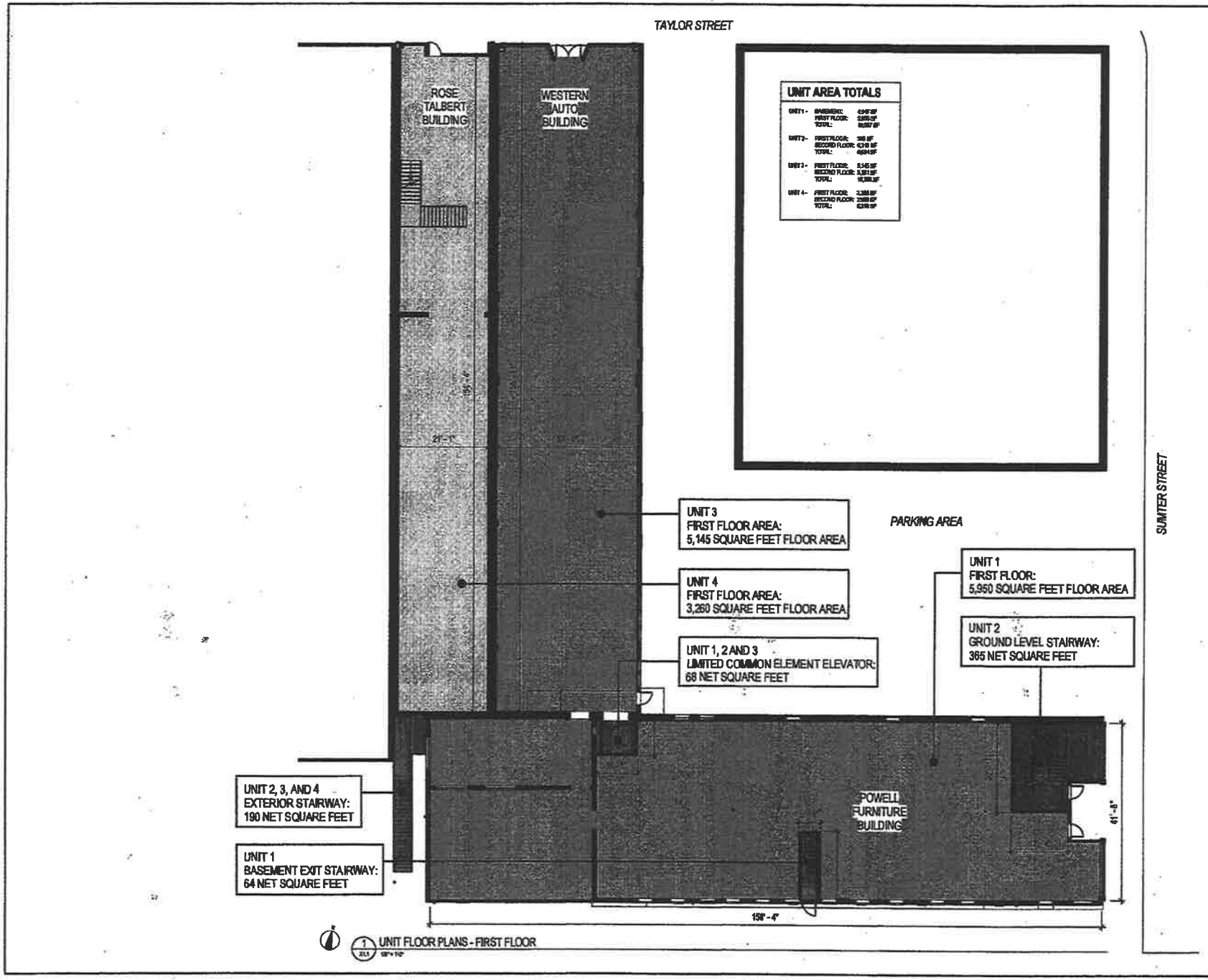


The Boudreaux Group

SUMTER TAYLOR HORIZONTAL PROPERTY REGIME
COLUMBIA, SC

UNIT FLOOR PLANS - SECOND FLOOR

X1.2



The Boudreaux Group

SUMTER TAYLOR HORIZONTAL PROPERTY REGIME
COLUMBIA, SC

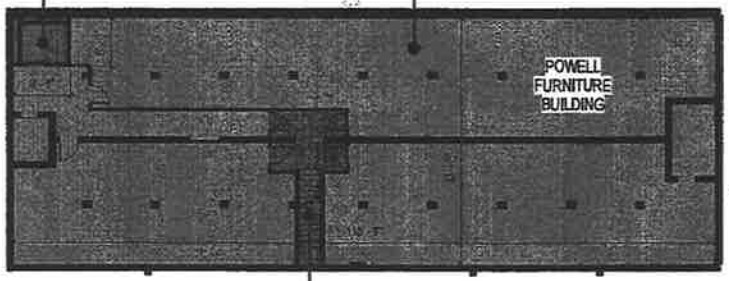
UNIT FLOOR PLANS - FIRST FLOOR

Drawing No.
X1.1

UNIT AREA TOTALS		
UNIT 1-	BASEMENT:	4,647 SF
	FIRST FLOOR:	5,859 SF
	TOTAL:	10,507 SF
UNIT 2-	FIRST FLOOR:	365 SF
	SECOND FLOOR:	1,249 SF
	TOTAL:	1,614 SF
UNIT 3-	FIRST FLOOR:	5,149 SF
	SECOND FLOOR:	5,991 SF
	TOTAL:	11,140 SF
UNIT 4-	FIRST FLOOR:	3,388 SF
	SECOND FLOOR:	2,888 SF
	TOTAL:	6,276 SF

UNIT 1, 2 AND 3
LIMITED COMMON ELEMENT ELEVATOR:
68 NET SQUARE FEET

UNIT 1
BASEMENT FLOOR AREA:
4,647 SQUARE FEET FLOOR AREA



UNIT 1
BASEMENT EXIT STAIRWAY:
208 SQUARE FEET FLOOR AREA

1 UNIT FLOOR PLANS - BASEMENT
X1.0 1/8" = 1'-0"

The Boudreaux Group

SUMTER TAYLOR HORIZONTAL PROPERTY REGIME
COLUMBIA, SC

Drawing Title:
UNIT FLOOR PLANS - BASEMENT

Drawing No.
X1.0

State of South Carolina
Department of Revenue
300A Outlet Pointe Blvd., Columbia, South Carolina 29210
P.O. Box 125, Columbia, South Carolina 29214

October 20, 2016

Rogers, Lewis, Jackson, Mann & Quinn, LLC
Attn: Christian L. Rogers
1330 Lady Street, Suite 400
Columbia, SC 29201

RE: Sumter, LLC

Dear Taxpayer,

Per your instructions, this letter acknowledges receipt of your Notice of Intent to Rehabilitate 1519 Sumter Street, Unit 1 (Powell Furniture Building) in Columbia, South Carolina in compliance with the South Carolina Abandoned Buildings Revitalization Act, codified in Chapter 67, Title 12, South Carolina Code of Laws.

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Jamie Kolenc
Tax Analyst
(803) 898-5810
Jamie.Kolenc@dor.sc.gov

South Carolina Department of Revenue
Attn: Tax Credits
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ROGERS LEWIS

ATTORNEYS AT LAW

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Direct: (803) 403-8820
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October 19, 2016

S.C.
DEPT. OF REVENUE
OCT 19 2016
RECEIVED COLUMBIA
TAXPAYER'S ASSISTANCE

Abandoned Building Credit Notice
Research and Forms Development
South Carolina Department of Revenue
Columbia, SC 29214-0019

RE: Notice of Intent to Rehabilitate
Unit 4 of the Sumter Taylor Horizontal Property Regime
Rose Talbot Building, 1220 Taylor Street, Columbia, SC

Dear Sir/Madam,

I am writing on behalf of my client, Sumter, LLC (the "Taxpayer"), with respect to the above-noted abandoned building site in Richland County (the "Building Site"). Pursuant to S.C. Code Sections 12-67-140(B)(1) and 12-67-120(7) and Revenue Ruling 15-7, this letter shall serve as my client's notice of intent to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Abandoned Building Revitalization Act of 2013 (the "Act").

The Taxpayer intends to restore and convert the existing building on the Building Site, into commercial/retail space for lease to one or more commercial/retail tenants. The taxpayer does not plan to demolish any existing buildings, but will construct an addition to the existing building by adding a second level to the rear portion of the building.

The following specific information regarding the rehabilitation is provided pursuant to S.C. Code Section 12-67-120(7) and South Carolina Revenue Ruling 15-7:

- Statement of Intent: The Taxpayer intends to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Act.
- Location: 1220 Taylor Street, Columbia, SC 29201. This is a portion of Richland County Tax Map No. 09014-09-05.
- New construction: The existing building will be expanded by approximately 2,065 square feet, for a total building size of approximately 6,798 square feet. The expansion will consist of adding a second level to the rear portion of the building.
- Acreage: The Building Site is known as the Rose Talbert Building, which is situated on a portion of the parcel of land bearing Richland County Tax Map No. 09014-09-05 and is approximately 0.092 acres, more or less, in size.

ROGERS LEWIS

- Square footage of Existing Buildings: The existing building on the Building Site contains approximately 4,733 square feet.

- Buildings to be Renovated: The Taxpayer intends to renovate the existing buildings in the Building Site.

- Estimated Rehabilitation Expenses: $1,600,000.

The taxpayer elects to receive the income tax credit in the amount of 25% of actual rehabilitation expenses allowed under S.C. Code Section 12-67-140(A)(1).

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

ROGERS LEWIS JACKSON MANN & QUINN, LLC

Christian L. Rogers

1330 Lady Street, Ste. 400, Columbia, SC 29201 • P.O. Box 11803 (29211)
Office: (803) 256-1268 • Fax: (803) 252-3653 • www.rogerslewis.com

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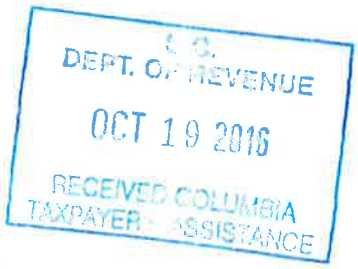

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Powell Furniture Building, 1519 Sumter Street, Columbia, SC

Dear Sir/Madam,

I am writing on behalf of my client, Sumter, LLC (the "Taxpayer"), with respect to the above-noted abandoned building site in Richland County (the "Building Site"). Pursuant to S.C. Code Sections 12-67-140(B)(1) and 12-67-120(7), this letter shall serve as my client's notice of intent to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Abandoned Building Revitalization Act of 2013 (the "Act").

The Taxpayer intends to restore and convert the existing building on the Building Site into a commercial space for income producing purposes. The taxpayer does not plan to construct any new buildings or demolish any existing buildings, but it will perform site work on land surrounding the structure and related to its income producing use.

The following specific information regarding the rehabilitation is provided pursuant to S.C. Code Section 12-67-120(7):

- Statement of Intent: The Taxpayer intends to rehabilitate the Building Site in a manner that qualifies for state income tax credits under the Act.
- Location: 1519 Sumter Street, Unit 2, Columbia, SC 29201. Unit 2 has the meaning attributed to it under the Sumter Taylor Horizontal Property Regime. This is a portion of Richland County TMS No. 09014-09-07.
- New construction: No new buildings will be constructed on the Building Site as part of the rehabilitation.
- Acreage: The Building Site is a portion of the property located at 1519 Sumter Street in Columbia, SC, bearing Richland County TMS No. 09014-09-07, which is approximately 0.196 acre, more or less, in size.

ROGERS LEWIS

- Square footage of Existing Buildings: The existing building on the Building Site contains approximately 6,763 square feet.

- Buildings to be Renovated: The Taxpayer intends to renovate the existing building in the Building Site.

- Estimated Rehabilitation Expenses: $1,600,000.

The taxpayer elects to receive the income tax credit in the amount of 25% of actual rehabilitation expenses allowed under S.C. Code Section 12-67-140(A)(1).

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

ROGERS LEWIS JACKSON MANN & QUINN, LLC

Christian L. Rogers

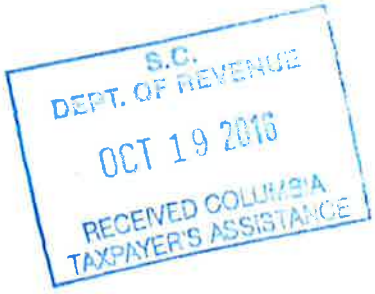
1330 Lady Street, Ste. 400, Columbia, SC 29201 • P.O. Box 11803 (29211)
Office: (803) 256-1268 • Fax: (803) 252-3653 • www.rogerslewis.com

COPY

ROGERS LEWIS
ATTORNEYS AT LAW

Christian L. Rogers
Direct: (803) 403-8820
crogers@rogerslewis.com

October 19, 2016



Abandoned Building Credit Notice
Research and Forms Development
South Carolina Department of Revenue
Columbia, SC 29214-0019

RE: Notice of Intent to Rehabilitate
Unit 1 of the Sumter Taylor Horizontal Property Regime
Powell Furniture Building, 1519 Sumter Street, Columbia, SC

Dear Sir/Madam,

I am writing on behalf of my client, Sumter, LLC (the "Taxpayer"), with respect to the above-noted abandoned building site in Richland County (the "Building Site"). Pursuant to S.C. Code Sections 12-67-140(B)(1) and 12-67-120(7), this letter shall serve as my client's notice of intent to rehabilitate the Building Site in a manner that qualifies for state tax credits under the Abandoned Building Revitalization Act of 2013 (the "Act").

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The following specific information regarding the rehabilitation is provided pursuant to S.C. Code Section 12-67-120(7):

- Statement of Intent: The Taxpayer intends to rehabilitate the Building Site in a manner that qualifies for state income tax credits under the Act.
- Location: 1519 Sumter Street, Unit 1, Columbia, SC 29201. Unit 1 has the meaning attributed to it under the Sumter Taylor Horizontal Property Regime. This is a portion of Richland County TMS No. 09014-09-07.
- New construction: No new buildings will be constructed on the Building Site as part of the rehabilitation.
- Acreage: The Building Site is a portion of the property located at 1519 Sumter Street in Columbia, SC, bearing Richland County TMS No. 09014-09-07, which is approximately 0.196 acre, more or less, in size.

ROGERS LEWIS

- Square footage of Existing Buildings: The existing building on the Building Site contains approximately 11,502 square feet.

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- Estimated Rehabilitation Expenses: $1,600,000.

The taxpayer elects to receive the income tax credit in the amount of 25% of actual rehabilitation expenses allowed under S.C. Code Section 12-67-140(A)(1).

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

ROGERS LEWIS JACKSON MANN & QUINN, LLC

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Office: (803) 256-1268 • Fax: (803) 252-3653 • www.rogerslewis.com

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-118 - Adopting City of Columbia Motor Vehicle Pursuit Policy**

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** PursuitMemo (PDF)
- #b: R-2017-118 adopt Motor Vehicle Pursuit Policy (PDF)

MEMORANDUM

To: Ms. Teresa Wilson, City Manager

From: Chief William H. "Skip" Holbrook

Date: November 14, 2017

Re: November 2017 - Proposed Amendments to Motor Vehicle Pursuit Policy

---

As you know, the Columbia Police Department has been very busy working to become an accredited agency again by meeting or exceeding the standards set forth by the Commission on Accreditation for Law Enforcement Agencies, the most rigorous and professional standards available to a police department.

As an integral part of the accreditation process, my staff has been reviewing all of the policies and procedures of CPD. One of the most important policies which is subject to near-constant review is the Motor Vehicle Pursuit Policy. Pursuits may be the most dangerous activity which police officers can undertake, but unfortunately in our society they are sometimes necessary to ensure the safety of the public. My staff constantly is analyzing the needs of the City of Columbia against the crime trends data we collected daily. There is not a national standard; each jurisdiction has unique factors to be considered like: frequency of crime, population density, weather, types of roadways and other factors. There are, however, nationally accepted principles which inform and guide us in crafting a policy which is best for our city.

Based upon recommendations from my staff, our shared vision for the CPD and the advice of our counsel, we have made necessary amendments to the Motor Vehicle Pursuit Policy in two main areas:

1. We have changed from a strictly construed, (and difficult to implement), standard to a "pursuit assessment" standard. Officers and their supervisors should be able to make common sense decisions about pursuits based upon the circumstances which exist at that time. We want to encourage and teach pragmatic situational awareness and allow our offices and supervisors to make informed decisions.
2. We have replaced some of our antiquated terminology to match definitions and meanings contained in current Federal and State case law.

The interests of keeping the public safe from dangerous people; protecting the civil rights of individuals, including those accused of committing crimes; and making sure that the officers of our department are provided the best tools and resources to keep themselves safe from those who would harm are our primary motivating factors. Deciding when and how to allow its officers to pursue a fleeing felon is one of the most difficult decisions any police agency faces. The principles of modern policing, informed by the recommendations of the President's Task Force for 21st Century Policing,

help forward thinking departments like CPD balance these risks with effective and responsible guidelines for our officers as they protect and serve the citizens of Columbia.

I am proud of the work my staff has done to craft a policy which is pragmatic and professional. As usual, we will remain accountable to City Council and the people of Columbia by annually reporting on all vehicle pursuits and policies which will be shared with City Council.

Chief of Police W.H. Holbrook | Columbia Police Department | 1 Justice Square, Cola., SC 29201 | 803-545-3510

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-118

Adopting City of Columbia Motor Vehicle Pursuit Policy

BE IT RESOLVED this ___ day of _____, 2017 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Motor Vehicle Pursuit Policy attached hereto. This policy replaces and supersedes all previous pursuit policies of the City or its departments.

Requested by:

William H. Holbrook, Chief of Police

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

CITY OF COLUMBIA
POLICE EMERGENCY VEHICLE OPERATION AND MOTOR VEHICLE PURSUIT POLICY

1.0 GUIDELINES FOR POLICE RESPONSE

The provisions of this section shall not relieve the operator of a police vehicle from the duty to drive with due regard for the safety of all persons and property.

1.1 Routine Responses (Code 1)

Code 1 responses shall be utilized for routine and/or non-emergency situations. These calls may include but are not limited to: disorderly conduct, larceny, traffic accidents with no personal injuries, etc.

Blue lights and siren will not be utilized for Code 1 responses. Officers dispatched on calls requiring a routine response will proceed to the incident location while obeying all applicable traffic laws and posted speed limits.

During a routine/non-emergency response if an officer observes another incident requiring police attention, such as a traffic accident, the officer will handle the second of these calls and notify Columbia-Richland Communications to re-assign the original call.

1.2 Urgent Responses (Code 2)

Code 2 responses shall be utilized for situations that are of a serious nature that do not normally pose an immediate threat of death or serious injury and situations that have just occurred but have stabilized and are no longer life threatening.

Blue lights and siren will not be utilized for Code 2 responses. Officers dispatched on calls requiring an urgent response, shall proceed immediately to the incident location while obeying all applicable traffic laws and posted speed limits.

During an urgent response if an officer observes another incident requiring police attention or is flagged down by someone, the officer shall stop to determine the seriousness of the second incident. If the second incident is not of an emergency nature, the officer shall proceed on to the original call and notify Columbia-Richland Communications to dispatch another unit to the second incident.

1.3 Emergency Responses (Code 3)

Code 3 responses shall be utilized for emergency or high-risk situations that are life threatening, have potential for serious physical injury, violent crimes in progress, and "officer needs assistance" calls.

S.C. Code § 56-5-760 allows the driver of a police vehicle, when responding to an emergency call, to:

1. Park or stop in prohibited areas;
2. Exceed the posted speed limit within the guidelines set forth in this policy so long as he does not endanger persons or property;
3. Proceed through a red traffic signal or stop sign, but only after slowing as may be necessary for safe operation.

However, it is the policy of the Columbia Police Department that **ALL RESPONDING VEHICLES MUST COME TO A COMPLETE STOP BEFORE ENTERING AN INTERSECTION, COUNTER TO THE ESTABLISHED TRAFFIC CONTROL DEVICE.**

It does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons.

CITY OF COLUMBIA OFFICERS ARE REQUIRED TO SIMULTANEOUSLY AND CONTINUOUSLY UTILIZE THEIR BLUE LIGHTS AND SIREN DURING CODE 3* RESPONSE AND SHALL PROCEED IMMEDIATELY TO THE INCIDENT LOCATION.

* In specific circumstances, it may be necessary to discontinue the use of blue lights and siren just prior to the officer's arrival at the crime scene. At this point, the emergency response is terminated and officers shall obey all applicable traffic laws and posted speed limits.

During an emergency response, officers shall not exceed the posted speed limit by more than 20 mph. This does not apply during a motor vehicle pursuit.

Officers are required to notify the Communications Center when responding Code 3.

2.0 ESCORTS

The Department may receive requests to escort various types of vehicles to a specific location or to expedite travel through the jurisdiction, both in emergency and non-emergency situations. Additionally, requests may be received to transport (relay) various items such as blood or other medical supplies. These requests shall be carefully evaluated to ensure the proper use of limited departmental resources and to ensure that the act of escorting or providing an emergency relay does not create an unacceptable risk to the public.

2.1 Escorts Procedures

South Carolina Code § 56-5-760 only permits police vehicles to operate outside of normal traffic laws in the event of an emergency. Officers shall obey all applicable traffic laws and posted speed limits while conducting escorts unless exigent conditions exist.

The emergency escort of a private vehicle is extremely hazardous and will not be allowed except under exigent circumstances. In a medical emergency, the officer involved shall arrange for the transfer of persons from the private vehicle into an ambulance. **No escorts or relays will be conducted outside Columbia city limits.**

Due to the potential hazards inherent with oversized loads and hazardous cargos, escorts shall be conducted by marked police vehicles according to the following procedures:

- At least two officers will escort oversized loads or hazardous cargos: one officer leading the escort and one following. The emergency blue lights on the vehicles shall be used.
- The lead officer shall enter each intersection on the green light and establish traffic control of that intersection.
- The lead officer shall maintain control of the intersection until the oversized load or hazardous cargo has cleared the intersection and the following officer has established control.
- The lead officer shall then proceed to the next intersection and enter on the green light to establish control.

2.2 Relays

The non-emergency relay of human blood or organs will be conducted according to all traffic laws.

Before any emergency relay of human blood or organs is undertaken, the responding officer shall contact his supervisor and inform him of the request for an emergency relay. The officer's supervisor shall be responsible for verifying the emergency nature of the relay with the requesting person or agency. If an emergency relay is approved, the transporting officer shall follow the procedures for an emergency response as outlined in Section 1.3 of this Directive.

3.0 MOTOR VEHICLE PURSUIT

Pursuit driving is one of the most serious and dangerous duties and responsibilities of police officers. The primary responsibility of an officer in pursuit of a violator is safety: the safety of the public, the safety of the violator, and the safety of police officers. It is not the intent of this policy to prohibit pursuit of law violators in all circumstances. However, the need for immediate apprehension of the violator must continuously be weighed against the inherent risks created by pursuit driving.

3.1 Definitions

Vehicle pursuit: An active attempt by a police officer in an authorized emergency vehicle to apprehend fleeing suspects in a motor vehicle who are attempting to avoid apprehension through evasive tactics, speed, or by failing to stop.

Violent Criminal Activity: Any activity that resulted in death or bodily injury, or any act by the subject where the public or an officer is threatened with bodily injury or death. e.g. the subject has used or threatened to use a weapon.

Serious Criminal Activity: Any activity which would be adjudicated in the Court of General Sessions if a person were arrested and convicted for engaging in that activity.

Pursuit Assessment: The process of weighing the factors to the pursuit to decide whether the necessity to immediately apprehend the fleeing suspect outweighs the level of inherent risk created by a motor vehicle pursuit.

Reasonable suspicion: For the purposes of this policy, an officer must be able to articulate specific facts which, when taken together with rational inferences, would reasonably raise suspicion that the observed person or vehicle is engaged in criminal activity.

Reasonable belief: the facts or circumstances the officer knows, or should know, that are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstances. For the purposes of this policy, the term "reasonably" shall mean "having a reasonable belief".

Roadblock: Any method, restriction or obstruction utilized for the purpose of preventing free passage of a pursued motor vehicle to apprehend a suspect in that vehicle. **Roadblocks are prohibited.**

Rolling roadblock: A tactic used by officers in which a pursuing vehicle pulls in front of the fleeing vehicle and reduces speed in an effort to slow or stop the fleeing vehicle. **Rolling roadblocks are prohibited.**

Boxing in: A tactic in which a stopped or slow-moving vehicle's escape route is blocked by the use of police vehicles. **Boxing in is prohibited.**

Parallel pursuit: Occurs when an uncommitted unit operating emergency equipment travels on a roadway different from the one on which the pursuit is occurring, in such a manner as to maintain close proximity and similar direction to the active pursuit. **Parallel pursuits are prohibited.**

Caravanning: Occurs when police vehicles other than those assigned to the pursuit follow the route of the pursuit in such a manner as to maintain close proximity to the pursuit. **Caravanning is prohibited.**

3.2 Pursuit Authority

S.C. Code § 56-5-760 authorizes drivers of police vehicles, while responding to an emergency call or when in pursuit of an actual or suspected law violator, to:

1. Park or stop in prohibited areas
2. Exceed the maximum speed limit if he does not endanger life or property
3. Disregard regulations governing direction of movement or turning in specified directions
4. Proceed through a red traffic signal or stop sign, but only after slowing as may be necessary for safe operation.

It does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons.

Officers are authorized to stop a vehicle when they have reasonable suspicion to believe that a person has committed or is about to commit a crime, including a traffic violation. Officers are authorized to engage in a vehicle pursuit only when they have reasonable suspicion to believe that the driver or occupant of the other vehicle has engaged or is about to engage in violent criminal activity or serious criminal activity AND the pursuit assessment indicates pursuit is reasonably warranted.

Pursuit Assessment Factors: Before engaging in a motor vehicle pursuit, the officer shall evaluate the circumstances surrounding the pursuit to include, but not be limited to, the following:

- If the suspect can be identified and apprehended later
- The types of roadway(s) involved
- Weather conditions
- The seriousness of the offense
- The risks created by initiating the pursuit
- Traffic conditions and density
- Presence of passengers
- Presence of pedestrians
- Degree of control the suspect has over his vehicle

VIOLENT CRIMINAL ACTIVITY CREATES A HIGHER PURSUIT ASSESSMENT THAN SERIOUS CRIMINAL ACTIVITY. AT NO TIMES SHOULD AN OFFICER PURSUE FOR A MISDEMEANOR OFFENSE OR A TRAFFIC OFFENSE UNLESS THERE IS AN ELEMENT OF DANGER TO THE PUBLIC WITHOUT IMMEDIATE APPREHENSION OF THE ACCUSED. A supervisor *may* authorize pursuit for these offenses only in limited circumstances when the pursuit assessment would deem a pursuit necessary.

Officers are NOT authorized to engage in a pursuit if the officer's supervisor believes that the Pursuit Assessment indicates that the risk to the officer, the vehicle and the public is higher than the necessity to apprehend the suspect.

3.3 Pursuit Driving Procedures

Upon initiating a pursuit, officers shall contact Columbia-Richland Communications and notify their shift supervisor of the pursuit.

The initiating officer must provide Columbia-Richland Communications: the location, direction of travel, vehicle description, number of occupants, and the probable cause for initial contact.

- The tele-communicator shall clear the radio channel of non-pursuit related traffic and assign an alternate channel for routine radio communications at the request of shift supervisor.

- The tele-communicator may request assistance from other agencies, if necessary.

No more than two (2) units shall actively participate in a vehicle pursuit unless additional units are authorized by a supervisor owing to exigent circumstances. Those circumstances must be included in the After Action Report.

The closest available K-9 unit may respond to the area of the pursuit and, if possible, assume the role of primary officer.

The back-up officer will assist the primary officer by providing Columbia-Richland Communications with changes in the direction of travel and additional information regarding the pursuit.

THE AUTHORIZED PURSUING OFFICERS ARE REQUIRED TO SIMULTANEOUSLY AND CONTINUOUSLY UTILIZE THEIR BLUE LIGHTS AND SIREN FOR THE DURATION OF VEHICLE PURSUITS.

Throughout the pursuit the primary and back up officer are responsible for operating their vehicles with due regard for the safety of themselves and others.

Additional officers responding to the pursuit area shall not initiate an emergency response and shall obey all traffic laws.

3.4 Pursuing Motorcycles

Due to the performance and handling characteristics of motorcycles, officers must be aware of the additional risks associated with pursuing these vehicles. The necessity of apprehending the suspect must outweigh the risks created by the pursuit.

3.5 Assisting Another Agency

Upon request of another law enforcement agency involved in a pursuit traversing City of Columbia jurisdiction, officers may assist in clearing the roadway and/or intersections to ensure public safety.

Officers may provide assistance to officers from another law enforcement agency in the apprehension of the violators should the pursuit end within City jurisdiction.

In exigent circumstances, supervisors may authorize a unit to actively participate in the pursuit. The authorizing supervisor and the officer assisting in the pursuit are required to abide by the City of Columbia Police Emergency Vehicle Operation policy at all times. In addition, officers actively involved in the pursuit shall immediately terminate their participation if any of the following conditions exist:

- The primary officer terminates the pursuit
- Assistance from the City of Columbia is no longer needed
- The total number of pursuing units exceeds two (2) police vehicles

Officers assisting another agency in the apprehension of a violator or actively participating in a pursuit are required to submit an "Assisting Another Agency" incident report to include the circumstances of the event and detail their level of involvement.

3.6 Pursuit Restrictions

Attempts to ram, bump, or force a pursued vehicle off the roadway are prohibited.

Attempts to stop a pursued vehicle using a roadblock, rolling roadblock or by boxing in are prohibited.

Parallel pursuit and caravanning are prohibited.

Officers shall not become engaged in a pursuit if prisoners or other civilians are passengers in the police vehicle.

Officers shall not fire weapons at a fleeing vehicle to attempt to stop the vehicle.

The following types of departmental vehicles are prohibited from participating in motor vehicle pursuits:

Trucks	Special Operations Van
Vans	Mobile Communications Center
Non-pursuit rated Sport Utility Vehicles	Motorcycles
Prisoner Transport vehicles	Special events cart

Personal Electric Mobility vehicles are prohibited from participating in motor vehicle pursuits.

Unmarked police vehicles, regardless of emergency equipment, are prohibited from engaging in a motor vehicle pursuit.

3.7 Termination of Motor Vehicle Pursuits

A vehicle pursuit may be terminated by the primary unit at any time.

A supervisor may order the termination of a vehicle pursuit at any time.

Pursing officers and supervisors must continuously evaluate the circumstances surrounding the pursuit. **Any doubt concerning the reasonableness of a vehicle pursuit should be resolved in favor of the safety of the officers and the public.**

A motor vehicle pursuit shall be terminated when:

- The level of danger to the public, the officer or the violator outweighs the necessity for an immediate arrest.
- Pursuing officers lose radio contact with Columbia-Richland Communications and/or other units.
- The pursuit has proceeded beyond the corporate limits of the Richland or Lexington Counties or after leaving the city limits, the pursuit is joined by a law enforcement agency having jurisdiction (i.e., Highway Patrol, Sheriff's Department, etc.). Under no circumstances is a pursuit to be continued the Richland or Lexington County Line by units of the Columbia Police Department.

UPON DISCONTINUING A PURSUIT, OFFICERS SHALL IMMEDIATELY TURN OFF ALL EMERGENCY EQUIPMENT, RESUME THE POSTED SPEED LIMIT AND EITHER TURN RIGHT, TURN LEFT OR TURN AROUND.

UNDER NO CIRCUMSTANCES WILL OFFICERS ATTEMPT TO FOLLOW THE SUSPECT VEHICLE.

3.8 Supervisor Responsibilities

Upon notification, the supervisor of the officer initiating the pursuit will take responsibility for the pursuit and ensure compliance with all policies.

Supervisors shall respond to the area of the pursuit while monitoring the pursuit on the radio and continuously evaluate the circumstances surrounding the pursuit. The supervisor shall:

- Control the number of units responding into the area of the pursuit.

- Terminate the pursuit if the level of danger to the public, the violator and/or the officer outweighs the necessity for an immediate arrest.
- Terminate the pursuit if the conditions surrounding the pursuit pose an unreasonable risk of serious injury or death, to any person.
- Terminate the pursuit if the speed of the pursuit becomes excessive.

Command Staff and the Chief of Police must be notified immediately of any pursuit that may be considered "high-profile" or that results in a collision, serious physical injury, property damage, or death.

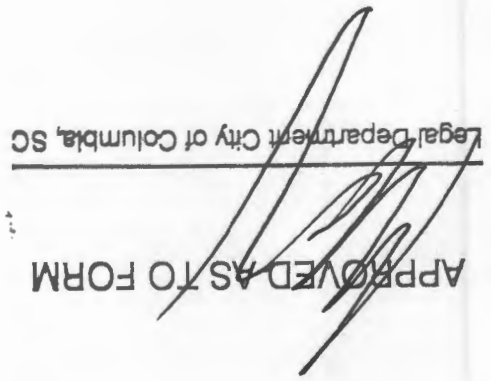
4.0 VEHICLE PURSUIT PACKETS (PURSUIT/DAMAGE/COLLISION PACKET)

A Vehicle Pursuit Packet is required for all pursuits initiated by City of Columbia Police officers pursuant to written directives approved by the Chief of Police, in compliance with national standards such as the Commission on Accredition of Law Enforcement and overseen by the Office of Professional Standards.

5.0 ANNUAL REVIEW OF VEHICLE PURSUITS

Annually, the Internal Affairs Unit shall review all Pursuit Packets and prepare a written analysis of pursuits to identify patterns or trends that may indicate training needs and/or directive modifications. The report will be forwarded to the Chief of Police, who shall prepare a written report for City Council annually.

Annually, the Internal Affairs Unit shall conduct an annual review of its Pursuit policies and reporting procedures to identify any directive or reporting modifications. This report shall be forwarded to the Chief of Police.



We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-119 - Adopting City of Columbia Use of Force Policy**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** UseofForceMemo (PDF)
- #b: R-2017-119 adopt Use of Force Policy (PDF)

MEMORANDUM

To: Ms. Teresa Wilson, City Manager

From: Chief William H. "Skip" Holbrook

Date: November 14, 2017

Re: November 2017 - Proposed Amendments to Response to Resistance Policy

---

As you know, the Columbia Police Department has been very busy working to become an accredited agency again by meeting or exceeding the standards set forth by the Commission on Accreditation for Law Enforcement Agencies, the most rigorous and professional standards available to a police department.

As an integral part of the accreditation process, my staff has been reviewing all of the policies and procedures of CPD. Based upon recommendations from my staff, our shared vision for the CPD and the advice of our counsel, we have made necessary amendments to the Response to Resistance Policy. This would include changing our terminology to "Use of Force".

The changes in the policy are outlined below:

Use of Force Amendments:

1. Change the terminology from "Response to Resistance" to the most commonly used term, "Use of Force" in order to conform to nationally accepted standards of policing;
2. Removes the administrative details regarding Use of Force reporting and investigation in favor of more general guidelines. As CPD expands and strengthens its reporting requirements, removing the details allows the agency to explore new technologies and procedures to ensure accountability, transparency and professionalism without having to present those to City Council for minor changes. Despite this change, all of the procedures and policies will be public documents and available for review, and all of the Use of Force incidents and investigations will be reported to City Council at least annually;
3. Changes some of our antiquated terminology to match definitions and meanings contained in current Federal and State case law;
4. Added new less-than-lethal alternatives to be mobilized only by a specialized unit trained in civil disturbance techniques upon times of dangerous civil unrest.

Police agencies throughout the United States have been reviewing Use of Force policies. The interests of keeping the public safe from dangerous people; protecting the civil rights of individuals, including those accused of committing crimes; and making sure that the officers of our department are provided the best tools and resources to keep themselves safe from those who would harm them may

seem like competing interests, but they are not. The principles of modern policing, informed by the recommendations of the President's Task Force for 21st Century Policing, help forward thinking departments like CPD balance these needs with effective and responsible guidelines for our officers as they protect and serve the citizens of Columbia.

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-119

Adopting City of Columbia Use of Force Policy

BE IT RESOLVED this ___ day of _____, 2017 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Use of Force Policy attached hereto. This policy replaces and supersedes all previous use of force policies of the City or its departments.

Requested by:

William H. Holbrook, Chief of Police

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

Introduced:
Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

Last revised 11/6/2017
17111132

CITY OF COLUMBIA USE OF FORCE POLICY

1.0 POLICY

The City of Columbia recognizes and respects the value and sanctity of each human life and therefore, emphasizes the importance of treating all persons with dignity and respect.

Vesting officers with the lawful authority to use force to protect the public welfare requires a careful balancing of all human interests. Therefore, it is the policy of the City that officers will only use the minimum amount of force necessary to accomplish lawful objectives.

The use of any level of force carries the responsibility to render appropriate medical aid if needed.

Officers have a duty to intervene to prevent another officer who is about to use excessive or unnecessary force or engage in other misconduct.

Incidents of Use of Force (UOF) situations will be documented by the use of an UOF Report or UOF Packet.

Use of Force incidents that result in serious physical injury, death, or extensive property damage have the potential to result in increased public and municipal risk. Supervisors shall utilize the chain of command to immediately notify the Chief of Police of these types of incidents. The Chief of Police is responsible for notifying the officer's department head if the officer is not an employee of the Police Department.

2.0 TERMS

Police Officer: For the purpose of this policy, a police officer is any employee of the City of Columbia that is a sworn law enforcement officer, duly certified by South Carolina Law Enforcement Training Council according to S. C. Code §23-23-40. This includes Class I and class III officers of the Columbia Police Department, City of Columbia Municipal Court, and the Columbia Fire Department as well as duly appointed State Constables acting in support of the Department.

Officer: For the purpose of this policy, an officer is any employee of the City of Columbia that is authorized by the City to carry a less-than-lethal weapon as part of their duties. This includes all City of Columbia police officers as defined above, Community Safety Officers, and Park Rangers.

Deadly Force: Physical force that carries a substantial risk of causing serious physical injury or death.

Lethal Weapon: A weapon or instrument whose use is likely to cause serious physical injury or death.

Less-than-lethal Force: Physical force that carries a minimal likelihood of causing serious physical injury or death.

Less-than-lethal Weapon: A weapon used to control a suspect's resistance through the application of strikes, blocking techniques, chemical agents or electronic control devices that carry a minimal likelihood of causing serious physical injury or death.

Weaponless Force: Empty hand control techniques, such as the use of pressure points, joint locks, takedowns, punches, and kicks, etc.

MFF – Refers to the CPD Mobile Field Force, a specialized, highly trained unit of selected Columbia Police Officers deployed at the direction of the Chief of Police in circumstances of civil unrest or critical incidents.

Reasonable belief can be described as the facts or circumstances the officer knows, that are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstances. For the purposes of this Policy, the term "reasonably" shall mean "having a reasonable belief".

Injury: Damage or harm to a person that may be visualized.

Reported injury: Articulated claim of damage or harm to a person that may or may not be visualized.

Serious physical injury: Any bodily injury that creates a substantial risk of death, causes serious permanent physical disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Service weapon: A handgun, issued by the Department, which is the police officer's primary sidearm.

Backup weapon: A personally-owned handgun, approved by the Department, to be concealed while the police officer is on duty and serves as a supplement to the service weapon.
Off-Duty weapon: A service weapon, backup weapon, or other personally-owned handgun, that has been approved by the Department, to be carried in accordance with S. C. Code § 16-23-20 and the Law Enforcement Officer's Safety Act of 2004 18 U. S. C. §926 while the police officer is off-duty.

Use of Force (UOF) **Packet**: The Use of Force (UOF) Packet consists of a Cover Sheet, Summary and Recommendation Sheet, Use of Force Packet form, Use of Force Report form - Firearm Supplement Sheet (Complete only if the officer discharges a firearm), Officer Statements, Incident Reports, Booking Reports, Uniform Traffic Tickets, Hurt on Duty Forms, relevant photographs, data download disc, and any other documentation pertaining to an incident involving the Use of Force will be compiled into a Use of Force Packet.

Use of Force (UOF) **Report**: The Use of Force (UOF) Report consists of the UOF cover sheet and incident report. Officers' are required to document Use of Force occurrences that do not require the completion of a Use of Force Packet by virtue of being the display of lethal or non-lethal weapons for the purpose of gaining compliance.

Duty to Intervene: Officers have a duty to intervene to prevent another officer who is about to use excessive or unnecessary force or engage in other misconduct.

3.0 INSPECTION AND APPROVAL OF WEAPONS

3.1 Department Issued Weapons

Prior to issue, an armorer shall inspect and test-fire all firearms to ensure that each weapon is certified as functional and serviceable. Any firearm deemed unsafe will be removed from service and either repaired or retired. Only firearms approved by the armorer will be eligible to be issued or re-issued. The departmental armorer will maintain a record of all firearms testing, servicing, and repair.

All lethal and less-than-lethal weapons shall be inspected and approved for use by an armorer or certified weapons instructor during weapons training classes.

3.2 Department Approved Weapons

All personally-owned Department approved weapons (backup and off-duty firearms) shall be

inspected and approved for use by an armorer or certified weapons instructor prior to weapons training classes.

4.0 WEAPONS TRAINING

All Use of Force training and weapons proficiency training/testing will only be conducted by certified weapons or tactics instructors.

The Police Department Training Unit will maintain records of all training, retraining, and proficiency testing.

4.1 Initial Certification

Officers must complete the following steps **prior** to being authorized to carry a lethal and/or less-than-lethal weapons:

- Receive and sign for a copy of the City of Columbia Use of Force Policy (disc or hard copy)
- Receive instruction on the City of Columbia Use of Force Policy
- Pass the written Use of Force test
- Demonstrate proficiency in the use of all authorized weapons

4.2 Annual Weapons Training/Re-certification

All officers are required to attend training, demonstrate proficiency with all approved lethal and/or less-than-lethal weapons, and a review of the City of Columbia Use of Force Policy at least annually.

4.3 Light Duty Restrictions

Officers on light duty status MAY carry department-issued weapons providing that their injuries do not prohibit the proper use of the weapon. Officers on light duty status MAY NOT perform uniformed duties.

4.4 Training Restrictions for Employees on Light Duty Status

Those officers unable to qualify due to light duty status at the time of annual training must qualify with all Department issued lethal weapons, Department approved lethal weapons, and/or less-than-lethal weapons prior to returning to their full duty assignment.

5.0 USE OF DEADLY FORCE

The application of deadly force is a measure to be employed only in the most extreme circumstances if other lesser means of force have failed or could not be reasonably employed under the totality of the circumstances.

A police officer may use deadly force only when:

- *He/she believes the force is objectively reasonable under the totality of the circumstances or that such force is necessary to protect him/her or others from the imminent danger of serious*

physical injury or death.

OR

- *To prevent the escape of a fleeing felon who the police officer reasonably believes based upon the totality of the circumstances is attempting to escape by means of a deadly weapon or who, by conduct or other means, indicates that he presents an imminent threat of serious physical injury or death to others unless apprehended without delay.*

Firearms will not be discharged:

- As a warning shot.
- When circumstances indicate that discharging a firearm would endanger the safety of an innocent person.
- From a moving vehicle.
- At a moving vehicle, unless deadly force is being used against the officer or another person and the officer reasonably believes that no other option is available. Discharging a firearm in this circumstance is never authorized when:
    - It is reasonable to believe that the vehicle may contain an innocent passenger; or,
    - It is reasonably apparent that the vehicle may careen out of control and injure an innocent bystander.

When confronted with an oncoming vehicle, an officer will not position him or herself into the path of the vehicle, but will take all reasonable steps to move out of the way.

6.0 LETHAL WEAPONS

POLICE OFFICERS WILL ONLY POSSESS AND USE DEPARTMENT ISSUED FIREARMS AND AMMUNITION/DEPARTMENT APPROVED BACKUP WEAPON AND AMMUNITION WHILE ON DUTY.

THE POSSESSION OF ANY OTHER LETHAL WEAPON BY POLICE OFFICERS WHILE ON-DUTY IS PROHIBITED.

COMMUNITY SAFETY OFFICERS AND PARK RANGERS ARE PROHIBITED FROM CARRYING FIREARMS OR ANY OTHER LETHAL WEAPON WHILE ON-DUTY.

6.1 Service Weapon

Sworn law enforcement officers employed by the Columbia Police Department, Columbia Fire Department and City of Columbia Municipal Court will be issued a semi-automatic pistol and factory loaded, jacketed hollow point ammunition. Additional weapons may be utilized by designated personnel as authorized by the Chief of Police.

Police officers are not required to, but may carry their issued service weapon as an off-duty weapon.

6.2 Shotguns

Police vehicles may be equipped with a 12-gauge shotgun. Shotguns will be secured in the vehicle's shotgun rack with the safety in the "on" position, hammer down, and four (4) rounds of "00" reduced-recoil buckshot in the magazine. The chamber will remain empty when not in use. Police vehicles will also be equipped with five (5) rounds of 2 1/2 inch hollow point rifled slugs.

If a police vehicle containing a shotgun is taken out of service for any reason, the shotgun and ammunition will be transferred to a replacement vehicle or stored securely and maintained by the shift supervisor.

6.3 Patrol Rifles

Police officers may be issued a semi-automatic .223 caliber patrol rifle, magazines, and forty (40) rounds of .223 Remington, 55 grain, jacketed hollow point ammunition. The weapon will be secured in the trunk of the vehicle with the selector switch in the "safe" position. The chamber will remain empty when not in use.

6.4 Backup Weapons

Only those Police officers completing the backup weapon approval process and successfully completing the Columbia Police Department Training Unit's Backup Weapon qualification course shall be authorized to carry a backup weapon while on-duty.

Backup weapons shall be secondary to the police officer's department-issued service weapon and shall only be utilized in exigent circumstances.

Backup weapons shall be restricted to a pistol or revolver between .380 caliber and .45 caliber; hold at least 5 rounds; and have a barrel no longer than 4 inches. Police officers are authorized to carry one (1) magazine or speed loader for purpose of reloading their backup weapon.

Officers will be allowed to designate no more than two weapons for the purpose of serving as backup weapons. Officers will carry only one back up weapon while on duty or in an extra duty capacity. Should an officer want or need to change the designated backup weapon for any reason, the Columbia Police Department Training Unit must be notified and the officer must complete the entire backup weapon approval process with a new weapon.

Backup weapons must be concealed while on-duty. The weapon shall only be carried on your person and in a physical location approved by the Training Unit.

Police officers are not required to carry a backup weapon while on duty. Police officers are not required to, but may request approval to carry their authorized backup weapon as an off-duty weapon.

6.5 Carrying of Off-Duty Handguns

Police officers are not required to carry a firearm while off duty. Off-duty police officers may carry their City-issued handgun or seek approval to carry their authorized backup weapon or other authorized personally-owned handgun in accordance with S. C. Code §16-23-20 and the Law Enforcement Officer's Safety Act of 2004 18 U. S. C. §926. Police officers must procure the proper firearms qualification documentation from the Police Department Training Unit prior to carrying a weapon under the provisions of the Law Enforcement Officer's Safety Act of 2004.

The carrying of all off-duty handguns is subject to the following regulations:

- Police officers are required to have their City-issued identification, badge, Police Department credentials, and driver's license in their possession at all times.
- The handgun must be carried in a safe and prudent manner.
- The handgun shall be concealed at all times.
- Police officers are prohibited from carrying an off-duty firearm while consuming or after consuming alcoholic beverages.
- Police officers are required to qualify annually with each handgun approved for off-duty carry.

6.6 Approval Process for Personally Owned Backup/Off-Duty Handguns

Police officers must qualify with any personally owned handgun before receiving authorization to carry it as a backup weapon or as an off-duty weapon.

The following steps must be completed prior to being allowed to qualify:

1. Submit a completed a Backup/Off-duty Firearm Authorization form to the Police Department Training Unit. (Including NCIC records check of the handgun and approval from the police officer's division head). The NCIC check and approval of the Division Head are not required for subsequent annual qualifications.
2. Present the handgun, holster, and ammunition for inspection/approval by a department armorer or SCCJA certified weapons instructor prior to the time of weapon qualification.
3. Successfully complete the backup and/or off-duty handgun qualification course.

6.7 Personally-Owned Backup and Off-Duty Weapon Restrictions

- A pistol or revolver between .380 caliber and .45 caliber that holds at least five rounds. Backup weapons are restricted to a maximum barrel length of 4 inches. Off-duty weapons may exceed a barrel length of 4 inches but must be concealable.
- Only factory loaded and commercially produced ammunition will be authorized. **No magnum ammunition will be permitted.**

6.8 Personally-Owned Backup and Off Duty Weapon Records

The Police Department Training Unit shall keep a record of each authorized backup weapon and all approved off-duty weapons. Records shall include: make, model, and the serial number of the weapon; holster type; ammunition specifications; method of carry, and the qualification information of the police officer.

6.9 Firearms Qualification

At least annually, police officers are required to demonstrate proficiency with each Department-issued and all Department-authorized personally-owned firearms. A passing score with each weapon will be required for qualification. All firearms qualification courses

will be monitored by a certified Firearms Instructor.

All police officers are required to attend a training class conducted in conjunction with the annual Firearms Qualification Training. The class will review the City of Columbia Use of Force Policy governing weapons and the Use of Force. Each police officer will be required to pass a written Use of Force test.

6.10 Failure to Maintain Proficiency with Issued Service Weapon

Police officers failing to demonstrate proficiency during their first attempt handgun qualification will be allowed a second attempt to qualify during the training session. Police officers who fail to demonstrate proficiency after their second attempt will be immediately placed on administrative duty until they can be scheduled to attend a mandatory 8-hour remedial training session.

Officers on administrative duty as a result of failing to demonstrate proficiency shall not wear a uniform, carry a weapon (to include back-up or off duty firearms), operate a City vehicle or engage in Special Duty assignments.

Police officers failing to demonstrate proficiency after the 8-hour remedial session must surrender their weapon to the training supervisor at the range. The police officer will be assigned to the Training Unit for a period not to exceed 40 hours. During this period, they will receive additional remedial training from a certified Firearms Instructor.

If proficiency cannot be demonstrated at the completion of the full 40 hours, the police officer's Division head will be notified to determine the appropriate course of action, up to and including termination of employment.

Police officers, required to attend any level of remedial firearms training, may request to attend firearms practice prior to the next annual Firearms Qualification Training course.

6.11 Failure to Maintain Proficiency with Other Authorized Firearms

- Shotguns – All sworn personnel are required to attempt to qualify with a shotgun.

  Police officers, who fail to maintain shotgun proficiency as evidenced by the demonstrated inability to meet the established qualification requirements, will not be authorized to operate a police vehicle that contains a shotgun. Prior to beginning each shift, police officers shall be required to notify the shift supervisor to remove the weapon from any vehicle they are assigned to drive. Shotguns removed from a police vehicle will be securely stored and maintained by the shift supervisor.

  Police officers must successfully complete shotgun qualification prior to being authorized to utilize a shotgun. Any police officer who has failed to qualify and fails to notify their supervisor to remove the shotgun from a police vehicle prior to their shift will be subject to a written reprimand for the first offense. A second offense will be subject to two (2) to five (5) days suspension.

- Personally-Owned Backup And Off Duty Weapons- Police officers, who fail to maintain proficiency with their personally-owned weapon as evidenced by the demonstrated inability to meet the established qualification requirements, shall have their authorization to carry that weapon revoked.

  No remedial training will be offered for personally-owned handguns. Police officers must reinitiate and complete the approval process for personally-owned off-duty handguns.

6.12 Servicing of Firearms

Police officers are responsible for routine maintenance and cleaning of all Department-issued and Department-authorized firearms.

Issued firearms requiring service must be delivered to the Police Department Equipment/Supply Unit with a written description of the problem. The firearm will then be turned over to an armorer for repair. **Under no circumstances will any police officer modify or allow a Department-issued firearm to be modified.**

Police officers are responsible for all repairs to personally-owned backup and off-duty weapons.

6.13 Storage of Firearms/Weapons While Off-Duty

Police officers are responsible for the safe and proper storage of all department issued firearms and approved backup/off-duty weapons as well as less-than lethal weapons issued by the department. Police officers should use a secure storage method to ensure that weapons are not accessible to unauthorized users.

Department-issued firearms may not be used or handled by anyone other than the police officer to whom the weapon is issued. Police officers may be permitted to use another police officer's weapon only during authorized training activities or under exigent circumstances.

6.14 Storage of Firearms within the Department

Firearms stored in the Police Headquarters building shall be secured in the Armory. Firearms stored in other City of Columbia facilities shall be secured in locked gun cabinets.

7.0 USE OF LESS-THAN-LETHAL FORCE

In situations where deadly force is not justified, police officers will evaluate the totality of the circumstances in order to determine which approved weaponless control techniques and/or less-than-lethal weapons may most reasonably de-escalate the incident and bring the situation under control in a safe manner.

Police officers are authorized to use less-than-lethal techniques and/or weapons to:

- Protect themselves or others from physical harm.
- Restrain or subdue a resistant individual.
- Bring an unlawful situation safely and effectively under control.

Community Safety Officers and Park Rangers are authorized to use less-than-lethal force only to protect themselves from harm.

8.0 LESS-THAN-LETHAL WEAPONS

Police officers are authorized to use approved less-than-lethal force techniques and City-issued less-than-lethal weapons when such use is reasonable and necessary. Police officers should assess the situation to determine what technique or weapon will most effectively de-escalate the incident, while using the minimum amount of force necessary to do so.

Less-than-lethal weapons may be used only when a police officer has a reasonable belief that empty-hand control is or would be ineffective, and/or the subject has signaled his intention to actively resist the police officer's efforts to make the arrest.

Police officers **WILL NOT** use less-than-lethal weapons to force compliance from a person who is passively resisting arrest.

Community Safety Officers and Park Rangers may be issued oleóresin capsicum spray for self-defense purposes only.

ONLY CITY-ISSUED LESS-THAN-LETHAL WEAPONS MAY BE POSSESSED AND/OR USED WHILE ON DUTY.

THE POSSESSION AND/OR USE OF ANY OTHER LESS-THAN-LETHAL WEAPONS IS PROHIBITED.

8.1 Electronic Control Device

Police officers may be issued an Electronic Control Device (ECD) with two issued 21 foot cartridges. The electrical circuit that is generated by an ECD affects the central nervous system, which causes the loss of muscular control. ECDs may be deployed using the compressed-nitrogen powered probe caidge or in a drive stun direct contact mode. This exposure to the pulsed energy usually results in the subject falling to the ground during the ECD energy cycle.

Use of ECDs

ECDs may be used to restrain violent individuals where alternative restraint tactics fail or are reasonably likely to fail and/or where it would be unsafe for officers to approach a subject to apply restraints. The ECD is not intended to be a substitute for other less-than lethal force options. The decision to use an ECD will rest with the police officer authorized to use the weapon but may be overridden by an on-scene supervisor. However, the decision by a police officer not to use an ECD shall not be overridden. **A supervisor and EMS will be called to the scene of any use of an ECD.**

- Police officers will use an initial 5-second energy burst in an attempt to gain compliance.
- Police officers will re-evaluate the suspect's level of resistance after the initial 5-second energy burst and may then use additional 5-second cycles to gain compliance if necessary.
- Police officers must be mindful that multiple activations increase the risk of death or injury to the suspect.
- **Once the subject has ceased to resist or has been restrained, the additional use of the ECD is NOT justified.**

ECD Prohibitions

- Police officers **WILL NOT** use an ECD in deadly force situations unless another police officer is present to use deadly force if needed.
- Police officers **WILL NOT** use an ECD in the proximity of flammable liquids, gases, or any other highly combustible materials which may be ignited by sparks. This includes the use of an ECD upon any individual who may have been exposed to combustible substances or liquids such as gasoline.
- Police officers **WILL NOT** use an ECD in the presence of chemical agents (OC spray,

Mace or tear gas ....etc.) unless there is a certainty that the chemical agent does not contain any flammable components.

- Police officers **WILL NOT** pull the ECD trigger continuously to create extended energy bursts.
- ECDs **WILL NOT** be used to force compliance from a suspect who is passively resisting.
- ECDs **WILL NOT** be used at distances greater than is recommended by the manufacturer of the cartridge.
- ECDs **WILL NOT** be utilized if the police officer determines that the location of the subject is such that the loss of muscular control and subsequent fall is likely to result in serious physical injury or death.
- ECDs **WILL NOT** be used on persons who are elderly, medically/mentally challenged or a young child unless they have a weapon and/or have the ability to do serious bodily harm to the police officer, themselves, or others.
- ECDs **WILL NOT** be used on persons who are known to be pregnant or are visibly frail unless they have a weapon and/or have the ability to do serious bodily harm to the police officer, themselves, or others.
- ECDs **WILL NOT** be aimed at the eyes, face, neck, or genital areas.
- ECDs **WILL NOT** be used on a suspect who is in control of a vehicle that is moving or in gear.

Removal of ECD Probes and Medical Treatment

Certified ECD Officers may remove probes as prescribed by the manufacturer's recommendations. Officers will ensure that subject control has been established by way of handcuffing and utilize an additional officer for back up prior to probe removal.

Probes attached to any area of a subject's head, neck, groin, and breast or embedded broken probes tips in any area of the body will require medical treatment and shall not be removed by officers. All of these circumstances will be reported to EMS and documented on the Use of Force Packet.

Upon the removal of the probes, officers will inspect the probe to insure that the needle tip is intact and has not been broken off. If the probe has been compromised, officers will search the immediate area in an attempt to locate the broken needle tip. **All ECD probes as well as any recovered broken tips will be treated as a biohazard and secured with the used caUOFidge in accordance with the manufacturers' instructions.**

ECD wounds shall be photographed (documentation must be provided if photographs are not possible). If practical, photographs will be taken prior to the removal of ECD probes. The on-scene supervisor may request that Crime Scene Investigation take photographs following the removal of the probes.

Replacement of ECD Cartridges

All ECD cartridges shall be maintained in an operable state. The police officer to whom the ECD cartridge has been issued is responsible for requesting the replacement of damaged, inoperable, and/or used ECD cartridges.

Damaged or inoperable ECD air cartridges will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement ECD air cartridges will be issued through the internal requisition process.

Electronic Control Device Inspections

Random inspections will be conducted and documented at least annually by an ECD Instructor to ensure proper function of the weapons.

Servicing Electronic Control Devices

ECDs that need to be serviced will be submitted to the Police Department Equipment/Supply Unit with a written description of the problem. The ECD will then be turned over to an ECD Instructor for evaluation. Any ECD found to be operating improperly will be repaired or returned to the manufacturer.

Electronic Control Device Training and Annual Re-certification

Prior to being authorized to carry an ECD, police officers must successfully complete initial classroom instruction. Classroom and performance re-certification is required annually.

Electronic Control Device Remedial Training
Police Officers failing to successfully complete recertification shall be required to return their ECD to the Police Department Equipment/Supply unit immediately. The police officer will have the option of attending a scheduled ECD initial training class.

Police officers must successfully complete the training prior to being re-issued an ECD.

8.2 Oleoresin Capsicum (OC) Spray and Chlorobenzalmalononitrile (CS) Spray

(a) Oleoresin Capsicum (OC) Spray

Officers may be issued 10% aerosol oleoresin capsicum (OC) spray. OC Spray is a food-grade organic substance that, when used as a weapon, causes localized topical heat, redness, inflammation, and pain to all exposed skin and tissues.

OC spray is not an absolute; officers must be prepared to utilize alternative techniques or weapons in order to de-escalate the incident and bring the situation safely under control. The use of OC spray shall be guided by the following:

- OC spray will not be deployed at distances less than two feet or more than twelve feet (excluding tactical applications).
- Deploying OC spray should be avoided when infants, children under seven years of age, or elderly persons are in close proximity.
- OC spray shall not be used on a subject who has ceased to actively resist or is fleeing on foot.

- **Once the subject is incapacitated or restrained, the use of OC spray is no longer justified.**

- Decontamination/medical assistance must be rendered as soon as the threat of injury to officers or others has been resolved.

OC Spray Decontamination

Assistance will be rendered to any individual exposed to OC spray. EMS will be requested to decontaminate anyone who feels an effect from OC spray exposure.

Suspects exposed to OC spray that are taken into custody must be decontaminated by EMS prior to being transported to the Alvin S. Glen Detention Center. Officers will advise Detention Center personnel that the subject has been exposed to OC spray.

OC Spray Canister Disposal and Replacement

All OC spray canisters shall be maintained in an operable and charged state. The officer to whom the OC spray has been issued is responsible for requesting the replacement of damaged, inoperable, and/or empty OC canisters.

Damaged, inoperable, and/or empty OC spray canisters will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement OC spray canisters will be issued through the internal requisition process.

Incidents of malfunction and/or inoperable OC spray canisters will be reported to the officer's immediate supervisor as soon as possible. The immediate supervisor shall forward a report through the chain of command. A copy of this report will be forwarded to the Police Department Training Unit for a review of product reliability and/or training needs.

OC Spray Training and Annual Re-certification

Prior to being authorized to carry OC spray, officers must successfully complete initial classroom instruction, including direct OC spray exposure, and decontamination. Classroom re-certification is required annually.

OC Spray Remedial Training

Officers failing to successfully complete recertification shall be required to return their OC spray to the Police Department Equipment/Supply unit immediately. The officer will have the option of attending a scheduled OC spray initial training class (direct OC spray exposure will not be required).

Officers must successfully complete the training prior to being re-issued OC spray.

(b) Chlorobenzalmalononitrile (CS) Spray

Officers will only utilize CS under the following conditions:

The Officer is authorized and trained in the use of CS pursuant to qualification on the

Mobile Field Force

The Mobile Field Force has been activated by order of the Chief of Police or his designee

The Officer follows all of the procedures and guidelines for the civil unrest disbursal pursuant to the Mobile Field Force.

8.3 Expandable Baton

Police officers may be issued a twenty-six inch expandable baton for use as an impact weapon.

- Primary striking points are the nerve motor points on the legs and arms.
- Secondary striking points are the joints and bone surfaces.
- **Once the subject has ceased to resist or has been restrained, additional strikes are NOT justified.**

If a subject upon whom an expandable baton was used requests medical assistance, complains of excessive pain, or is unable to move or bear weight on an extremity, the police officer shall request EMS evaluate the subject.

Damaged or inoperable expandable batons will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement expandable batons will be issued through the internal requisition process.

Expandable Baton Training and Annual Re-certification

Prior to being authorized to carry an expandable baton, police officers must successfully complete initial
classroom instruction and proficiency-based testing that demonstrates the principles outlined as departmental approved techniques. Classroom and performance re-certification is required annually.

Expandable Baton Remedial Training

Police officers failing to demonstrate proficiency will immediately be placed on administrative duty until they can be schedule to attend a mandatory 5-hour remedial training session.

If proficiency cannot be demonstrated at the completion of the 5-hour remedial training course, the police officer's department head will be notified to determine the appropriate course of action, up to and including termination of employment.

8.4 Less Lethal Shotgun/Impact Munitions

A. Only MFF team members who have successfully completed an approved training course shall be certified and authorized to deploy impact munitions.

B. Specialty Impact Less-Lethal Weapons which may not be used for crowd dispersal:

C. Any and all less lethal specialty impact weapon designed to be skip fired or otherwise deployed in a non-directional non target specific manner, shall not be used at all during demonstrations or crowd events.

D. Direct Fired Specialty Impact Less-Lethal Munitions (Bean Bags): Less lethal specialty impact weapons that are designed to be direct fired at a specific target ("Direct Fired SIM") including but not limited to flexible batons ("bean bags"), **shall not** be used for crowd management, crowd control or crowd dispersal during demonstrations or crowd events.

E. Direct Fired SIM shall only be used against a specific individual who is engaging in conduct that poses an immediate threat of loss of life or serious bodily injury to themselves, officers or the general public when other means of arrest are unsafe, or who is engaging in substantial destruction of property which creates an imminent risk to the lives or safety of other persons, and when the individual can be targeted without endangering other crowd members or bystanders.

F. Direct Fired SIM may never be used indiscriminately against a crowd or group of persons, even if some members of the crowd or group are violent or disruptive.

G. No member shall use Direct Fired SIM without formal training.

H. Direct Fired SIM shall not be used against a person who is under restraint.

I. The use of Direct Fired SIM must cease when the violent or destructive actions cease. These weapons must not be used for the purpose of apprehension or to otherwise prevent escape unless escape would present a substantial risk of continued imminent threat to loss of life or serious bodily injury.

J. Members shall not discharge a Direct Fired SIM at a person's head, neck, throat, face, left armpit, spine, kidneys or groin unless deadly force would be justified.

K. Members shall only deploy Direct Fired SIM during a demonstration or crowd event under the direction of a supervisor.

L. When circumstances permit the supervisor on the scene shall make an attempt to accomplish the policing goal without the use of Specialty Impact Munitions as described above, and, if practical, an audible warning shall be given to the subject before deployment of the weapon.

M. Any person struck by a round shall be transported to a hospital for observation and any necessary treatment.

N. Less Lethal Shotguns will be equipped with a readily identifiable orange stock kit, **and will never be loaded with lethal shotgun ammunition.**

O. All less lethal shotgun ammunition will be verified to be less lethal ammunition by the squad leader prior to be issued to a grenadier and loaded into a less lethal shotgun.

P. A Use of Force Report shall be completed in all circumstances resulting in the use of Direct Fired SIM.

8.5 CANINES

The use of specially trained police Canines to apprehend or secure suspects constitutes a real or implied Use of Force. In this as in other cases, Officers may only use that degree of force that reasonably appears necessary to apprehend or secure a suspect as governed by the department's Use of Force policy.

- Whenever a Canine is deployed for the purpose of gaining compliance or intimidation, to apprehend or secure suspects, the handler shall complete a Use of Force cover sheet.
- If the Canine is deployed and has bitten or scratched an individual or has alleged to have done so, whether or not in the line of duty, the handler shall perform the following:

1) If no arrest is made, an offer **will** be made to summon EMS to the scene.

2) If an arrest is made EMS **will** be summoned to the scene.

3) The Officer shall take color photographs of the affected area, if possible, prior to and following medical treatment.

4) Complete a Use of Force **Packet** detailing the event.

9.0 REQUIREMENT TO RENDER MEDICAL AID

The use of lethal weapons, less-than-lethal weapons, and the use of weaponless force carries the responsibility to render appropriate medical aid to any injured party.

Any reported injury will be considered to be of sufficient gravity for the officer on the scene to summon EMS for the determination of appropriate medical care.

A supervisor will be called to the scene of all reported injuries. If EMS determines that a suspect requires transport to the emergency room, the supervisor will assign a police officer to accompany EMS. The assigned police officer shall remain with the suspect until released into custody by authorized medical personnel or until the police officer is properly relieved.

All wounds, injuries, or reported injuries shall be photographed and the photographs placed into evidence. Documentation must be provided if photographs are not possible.

10.0 *USE OF FORCE* REPORTING PROCESS

All uses of force by the Columbia Police Department shall be documented and reportable

pursuant to written directives approved by the Chief of Police, in compliance with national standards such as the Commission on Accreditation of Law Enforcement and implemented by the Office of Professional Standards.

10.1 REFERRAL OF USE OF FORCE INCIDENTS RESULTING IN SERIOUS PHYSICAL INJURY OR DEATH TO SLED

Use of Force incidents resulting in serious physical injury or death shall immediately be referred to the State Law Enforcement Division (SLED) by the Chief of Police or his designee for investigation.

10.2 USE OF FORCE ANALYSIS

The Police Department's Professional Standards Division and the Training Unit will conduct an annual analysis of all Use of Force packets to determine if patterns or trends exist that could indicate training needs, equipment upgrades, and/or policy modifications. The results of the analysis will be forwarded to Chief of Police, who shall make the results public through an annual report to City Council.

10.3 "ADMINISTRATIVE DUTY STATUS"

To address the emotional needs of employees whose actions result in the serious bodily injury or death of another person, the employee will be placed on "Administrative Duty" status pending referral to the South Carolina Law Enforcement Assistance Program (SC LEAP) or another psychological service provider. Assignment to "Administrative Duty" status shall be non-disciplinary with no loss of pay or benefits.

Officers will remain on "Administrative Duty" status until determined "fit for duty" by the psychological service provider. Upon written confirmation of "fit for duty" status, the officer's department head will determine when the officer may be placed on administrative duty.

Officers will remain on administrative duty pending the results of an investigation of the incident. Upon the conclusion of that investigation, the Chief of Police will determine when the officer may return to normal duty.

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2017-100 - Authorizing a Public Hearing for the Improvement Plan for the Vista Improvement District**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-100 authorize Vista BID public hearing (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2017-100

Authorizing a Public Hearing for the
Improvement Plan for the Vista Improvement District

WHEREAS, pursuant to South Carolina Code §§5-37-10, et seq., municipalities are authorized to create municipal improvement districts; and,

WHEREAS, it is proposed that Columbia City Council create a Municipal Improvement District for the area described in the within referenced Improvement Plan, generally bounded as follows:

The Western boundary is: the western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street.

The Northern boundary is: the northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street.

The Eastern boundary is: the eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is: the southern property line of property on the North side of Gervais Street from Assembly Street to Marion Street.

WHEREAS, it is the desire of Columbia City Council to receive public comments thereon; and,

WHEREAS, South Carolina Code §5-37-50 requires that certain resolutions be adopted and that a public hearing be held on the question of the creation of such a district; NOW, THEREFORE

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2017, that the attached "Improvement Plan for the Vista Improvement District dated _____ (the "Improvement Plan") be and it is incorporated herein by reference and this Improvement Plan shall form the basis for a public hearing to be held before Columbia City Council on Tuesday, _____ at 6:00 o'clock p.m. in Council Chambers, 3rd Floor, City Hall, 1737 Main Street, Columbia, South Carolina, 29201.

Requested by:

Councilmember Duval

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last Revised: 9/20/2017
17090724

Congaree Vista Business Improvement District
Proposed Improvement Plan

Columbia, South Carolina

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The Vista BID Plan and How it Works

The Congaree Vista Guild has undertaken the exploration of a Business Improvement District in the Vista neighborhood of downtown Columbia. Business Improvement Districts (BIDs) have been successfully implemented across the country in areas similar to the Vista as financing and organizational management tools. The basic premise of a BID is to use an additional assessment collected on properties within the district specifically for internal improvements as dictated by the priorities of the district such as infrastructure, security, promotion, or appearance.

Business Improvement Districts provide consistent funding to maintain and improve existing investment in, and attract new investment to urban centers. BIDs are private sector commitments to downtown districts. Not only does a BID provide funding for physical and related improvements, it is also serves as an opportunity to strengthen private sector involvement, management, and accountability in downtowns. As such, BIDs are integral to securing the future viability of downtown districts. In an era of constant competition between suburban shopping malls and business parks, urban centers must find ways to remain competitive as a viable economic alternative for property and business owners, residents, and visitors.

Business Improvement Districts were created by the South Carolina Legislature (5-37-10, et. seq), allowing a voluntary assessment of property owners to provide improvements and to encourage development within the boundaries of the district. Established under the South Carolina Municipal Improvement Act, these self-help improvement districts operate as private sector investment in conjunction with municipalities. State law dictates that the Columbia City Council must approve the proposed plan by city ordinance.

BIDs are a practical and effective solution to many of the problems that plague urban centers. The self-improvement district is designed, created, governed, implemented, and renewed by those who pay for it. A BID allows for a wide range of services, including security, maintenance, marketing and promotions, economic and housing development, and special events. The bottom line? A Business Improvement District assesses real property and improvements on real property within a specified geographic boundary and then directs the proceeds back into the district to provide enhanced services that benefit the district and properties located with the district boundaries.

According to the 2016 Richland County Tax Assessor's Office, the total appraised taxable value of the proposed Vista BID district is over $300 million.

The Congaree Vista Guild proposes an additional annual assessment equal to .000594 per dollar of the fair market value (as established by the Richland County Assessor) of each parcel be imposed for the purpose of funding the services and improvements contemplated by the Improvement Plan. For properties that have received approval under the Bailey Bill to have their appraised taxable values frozen, the annual assessment shall be applied against the Bailey Bill appraised value. Properties that are exempt from paying property taxes shall be exempt from the additional annual assessment. Owner-occupied residential property that is taxed, or will be taxed pursuant to Section 12-43-220(c) of the South Carolina Code of Laws shall be exempt from the additional annual assessment.

The collected revenue from an additional property tax assessment in the Vista will be divided among five major priorities of the Congaree Vista Guild with a strong emphasis on Clean & Safe. The mission of the Vista BID would include Clean & Safe, Organization, Cultural Development, Events, and Advocacy.

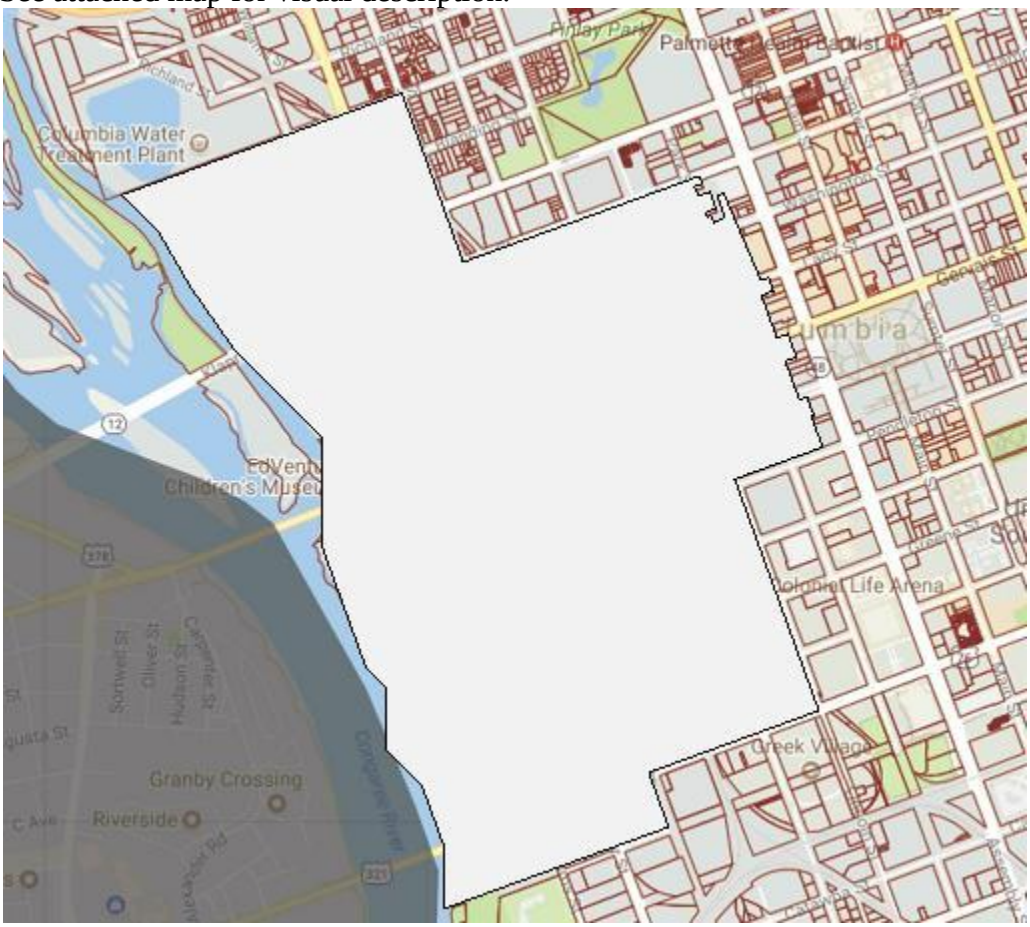
Proposed Vista BID Boundaries

The proposed Vista BID will include all properties inside the legal boundaries as created by City of Columbia ordinance with the exception of predetermined exempted properties based on use (i.e. agricultural and industrial uses and owner–occupied properties).

The southeast corner of the Laurel Street and Pulaski Street intersection will be the point of beginning. From the point of beginning, proceed south on Pulaski Street three city blocks to Hampton Street. Follow Hampton Street in a easterly direction for five city blocks to the western property line of property on the West side of Assembly Street, at which point continue south on the western property line of property on the West side of Assembly Street to Pendleton Street, approximately five city blocks. From the intersection of Assembly and Pendleton Streets, progress west two city blocks to Lincoln Street and south four blocks to Blossom Street. Turn westerly on Blossom Street for three city blocks, then south on Pulaski Street for one block to Wheat Street. Follow Wheat Street west to the Congaree River. The shore of the Congaree River forms the western boundary of the proposed district from Wheat Street north to Laurel Street. Continue east on Laurel Street to Pulaski Street and the original point of beginning.

The eastern boundary of the district is to butt up against the western boundary of the City Center Business Improvement District.

See attached map for visual description.



Bylaws of the Congaree Vista Guild

Article I

Name and Offices

1. Name: The name of the Corporation shall be The Congaree Vista Guild.
2. Principal office: The principal and initial Registered office of the Corporation shall be located at 701 Gervais Street, Suite 150-118 Columbia, SC, 29201.
3. Other offices: The corporation may have offices at such other places, either within or without the State of South Carolina, as the Board of Directors may from time to time determine, or as the business of the corporation may require. The Registered Office need not be identical with the principal place of business or other offices. The Board of Directors may change the Registered office at its discretion, after giving due notice of such change as required by law.

Article II

Object and Purpose

The Corporation is organized and operated exclusively for the purposes as defined under Section 501(c)(6) of the Internal Revenue code of 1986 (or any corresponding provision of any future United States Internal Revenue Law). In particular the Corporation is formed for the purpose of enhancing the economic vitality of Columbia's Congaree Vista area (geographically, this is the area from Elmwood Avenue south to Blossom Street, and from the Congaree River east to Sumter Street).

No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Bylaws, the operations, activities and powers of the Corporation shall be limited to those permitted by an organization described in the Internal Revenue Code Sections 501(c)(6). Notwithstanding any other provisions of these Bylaws, the objects of purposes for which this corporation is organized are exclusively within the meaning of Section 501(c)(6) of the Internal Revenue Code. In benefiting and assisting the public, and developing and promoting business activities within the Congaree Vista area, this corporation is a nonprofit mutual benefit corporation.

In addition to the powers and authorities now or hereafter granted by law to nonprofit corporations by the State of South Carolina and subject always to these limitations, the specific purposes of the Corporation and the powers that it may exercise, are as follows:

a. To have and exercise all rights and powers conferred on nonprofit corporation under the laws of South Carolina, including the power to contract, rent, buy or sell personal or real property, to lend and borrow money; provided, however, that this

Corporation shall not, except in insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

b. To act as trustee under any trust incidental to the principal objectives of the Corporation, and receive, hold, administer, and expend funds subject to such trust.
c. To borrow money, contract debts, and issue bonds, notes, and debentures, and secure the payment or performance of its obligations with assets of the Corporation.
d. To do all other acts necessary or expedient for the administration of the affairs and in the advancement of the stated purposes of the Corporation.
e. To sue and be sued.

Article III

Board of Directors

1. General powers: The Board of Directors has the general power to (1) control and manage the affairs, funds and property of the Corporation; (2) disburse the Corporation's monies and dispose of its property in fulfillment of its corporate purpose; provided, however, that the fundamental and basic purposes of the Corporation shall not thereby be amended or changed, and provided further that the Board of Directors shall not permit any part of the net earnings or capital of the Corporation to inure to the benefit of any private individual. The board will annually approve the budget, and will ordinarily monitor its progress.

The Board appointments should reflect the diversity of the neighborhood and be filled by individuals whom represent various industries that exist. Guidelines of these positions, however not mandatory are as follows:

- 2 board positions shall be filled by members from the restaurant and bar industry
- 2 board positions shall be filled by members from the retail industry
- 2 board positions shall be filled by members from the arts community
- 1 board position shall be filled by an architect
- 1 board position shall be filled by an attorney
- 1 board position shall be filled by a non profit arts organization, museum or performance venue
- 1 board position shall be filled by a residential owner
- 1 board position shall be filled by or appointed by the Columbia Convention Center
- 1 board position (ex officio) shall be filled by Columbia Development Corp representative or City Economic Development representative
- No fewer than 80% of board members shall be directly affiliated with a business or property in the Vista.

2. Executive Committee: The Board may, by resolution adopted by a majority of the full Board, designate from among its members an Executive Committee consisting of three (3) or more members, and may delegate to such committee all the authority of the Board, or some portion thereof, except such authority expressly denied an executive committee by law.

3. Executive Director: The Board of Directors may appoint an Executive Director who shall be responsible to the Board for the management and staffing of the Corporation.

4. Number and term: The Board of Directors shall set the number of directors of the corporation, always having at least 3 directors. Each director shall hold office until the expiration of the term for which he is elected, and until his successor shall have been elected and placed in office, or until his earlier resignation, removal from office, death or incapacity. The Directors will serve without compensation, with the exception that expenses may be reimbursed. Directors are elected for a term of three (3) years, may serve two successive terms, and may be join the board again after one year off.

5. Election: Election of Directors for positions for which terms have expired or will expire (including positions for which vacancies were filled) shall ordinarily occur at the annual meeting of the Board of Directors by majority vote of the existing Directors for each position to be filled. Directors shall be eligible for reelection without limitation on the number of terms served. Elections of directors shall be by secret ballot.

6. Resignation and removal: Any Director may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Corporation. Such resignation shall take effect at the time specified in such notice, and the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed from office, with or without cause, as follows: Any Director may be removed by a two-thirds (2/3) vote of the full quorum of the Board of Directors whenever, in the Board's judgment, the best interests of the corporation would be served; Any Director absent for three (3) consecutive meetings of the Board without prior notice to the chair may be removed from the Board by the President acting in his sole discretion. Notice of removal shall be given in writing to the Director not more than ten (10) days subsequent to such action. Election or appointment of a Director shall not of itself create any contract rights.

7. Vacancies: The Board of Directors may elect replacements to fill any vacancy occurring in the Board of Directors by reason of death, resignation or removal. This may be done at any regular meeting, or at a special called meeting. In the event that the Board is reduced to one Director or is left completely vacant, the Board of Advisors (together with any remaining Director, if there is only one) shall elect replacement Directors.

8. Qualifications: No persons shall be qualified to serve on the Board or Committees of the Corporation unless he or she is a person of good character, at least twenty-one years of age, and sincerely committed to the philosophy, mission, and ideals of the Congaree Vista Guild.

9. Attendance Board members unable to attend a regular meeting shall give an excuse to the president prior to the meeting. Absence from three (3) consecutive regular meetings of the board without an excuse deemed valid by the board and so recorded by the board may be construed as a resignation from the board.

Article IV

Meetings

1. Regular Meetings: The Board of Directors shall provide, by resolution, the time and place, either within or without the State of South Carolina, for the holding of an Annual meeting. The notice for the annual meeting shall include a tentative agenda and shall be given ten days or more before the meeting. This meeting may include the election of Directors and officers, an annual financial review, or the transaction of any other such other business as may come before the meeting. The board may similarly meet three other times a year, so that meetings can be held at least once a quarter.

2. Special meetings: Special meetings of the Board of Directors may be called by the Chairman of the Board, the Executive Committee or a majority of the directors. Such meeting shall be held either within or without the State of South Carolina. At least one (1) days' notice by any usual and timely means of communication, including telephone, fax, U.S. mail (time permitting), or email shall be given, and shall include the main items which the meeting is being called to address.

3. Quorum: A quorum constitutes at least five (5) voting board members. Affirmative votes must be from a majority of qualified members present, with no less that five affirmative votes. If fewer than such number are present at a meeting, the majority of the Directors entitled to vote and present may adjourn the meeting from time to time without further notice.

4. Conduct of the Meeting: The President, or in his or her absence the Secretary, or in their absence, any Director named by the Board of Directors, shall preside at meetings of the Board.

5. Telephone Participation: Directors may participate in meetings of the Board of Directors through the use of conference telephone calls, Internet web conference, or similar communication equipment, so long as all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting and consequently shall be counted toward the required quorum and in any vote.

6. Written Consent in lieu of a meeting: In the absence of a meeting, actions may be taken by unanimous written consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the Board or of such committee, as the case may be. Individual letters, faxes, or email from each member setting forth the action so taken shall be sufficient, so long as all concur. Such written consent shall be filed with the minutes of the proceedings of the Board or committee.

Article V

Officers

1. Officers: The Officers of the Corporation shall be President, Secretary, Treasurer and such other officers and assistant officers as may be deemed necessary by the Board of Directors. One person may hold more than one (1) office, and any office may be left unfilled. Only members of the Board of Directors may serve as officers of the Corporation.

2. Election and term: The officers of the corporation shall be elected by the Board of Directors at its annual meeting, and each officer shall hold this office for one year and until his successors shall be elected and qualify, or until his earlier death, resignation, retirement, removal or disqualification. Any vacancy, however occurring, in any office may be filled by the Board of Directors at any meeting of the Board.

3. Resignation and removal: Any Director may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Corporation. Any officer or agent may be removed, with or without cause, by a simple majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

4. Duties: The officers shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by this Corporation.

Article VI

Duties of Officers

1. The President: The President shall be the chief elected official of the Corporation; preside at all meetings of the Board and Executive Committee; appoint committees, standing and special, as may be deemed necessary; is ex-officio member of all committees; and the President has general supervision over the activities of the Board of Directors.

2. The Vice-President In the absence of the President, the Vice-president shall preside at all meetings of the Board of Directors and have all of the powers and duties of the president.

3. The Secretary: The Secretary is the recording officer of the Board of Directors and the custodian of its records; duties include recording minutes of meetings of the Executive Committee and regular meetings of the Board; keeping a file of all reports; conducting correspondence; performing related duties as may be assigned by the President and/or the Board of Directors. The Secretary shall assume the duties of the President in the absence of that officer.

4. The Treasurer: The Treasurer is the financial officer of the Board of Directors. He or she shall work with the Executive Director in preparation of budgets, financial reports, and other related duties as assigned by the President or the Board of Directors, and will

regularly report to the Board on the financial status of the corporation. She or he shall also act as the Chair of any Finance Committee which may be created to assist with these duties.

Article VII

Executive Director

The Executive Director is the recording officer of the Board of Directors and the custodian of its records; duties include recording minutes of meetings of the Executive Committee and regular meetings of the Board; keeping a file of all reports; conducting correspondence; performing related duties as may be assigned by the President and/or the Board of Directors. The Executive Director is appointed by the Board of Directors and serves, without vote, as an ex-officio member of the Board and all Board Committees. The Executive Director is responsible for the management and staffing of the Corporation and the implementation of policies as established by the Board of Directors. In the event there is no Executive Director, the President shall fulfill this role; while serving as Executive Director, the President is entitled to any usual and customary salary budgeted for the Executive Director.

Article VII

Committees

1. Special Committees: The President may appoint Special Committees at his discretion on an as needed basis for specific functions. The Chair and the members of each Committee shall be appointed by the President, and need not be a member of the Board of Directors. Such committees shall perform as the President or the Board of Directors may direct, and the size and any powers or limitations of the committee shall be defined at the time any committee is formed. Committees need not meet or report annually, but shall meet as needed at meeting times designated by the President. Committees may submit a written report to the Executive Director for distribution to the Board. Committees must operate within the confines of the mission and vision of the Congaree Vista Guild. The President or Board can disband any committee at their discretion.

2. Presidential prerogative: The President shall be entitled to visit or chair any committee meeting at any time at his or her discretion.

Article IX

Contracts, Checks and Deposits

1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances.

2. Checks and drafts: All checks, drafts or other orders for the payment of money issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation in such manner as shall from time to time be determined by resolution of the Board of Directors

3. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the Board of Directors may direct.

Article X

Miscellaneous Provisions

1. Amendment: These Bylaws may be amended in any way not inconsistent with the Articles of Incorporation or the laws of the State of South Carolina or the United States. This may be done at any meeting of the Board of Directors by a two-thirds vote of those present, provided a quorum is present and provided that the amendment has been submitted in writing to the Board of Directors at least seven (7) days prior to such regular meeting.

2.Dissolution: The Board of Directors may cease business activities and dissolve the corporation. This shall be done at any regular meeting, provided that: (a) at least seven (7) day's notice of a vote of dissolution has been given, (b) a quorum is present, and (c) at least two-thirds of those present and voting vote to dissolve the corporation. Upons dissolution of the Corporation, and after all its debts and expenses have been paid, at the discretion of the Board, any remaining assets of the corporation shall be distributed to the Columbia Development Corporation.

3. Indemnification: The organization shall indemnify its Directors and Officers to the extent permitted by South Carolina law, and may indemnify its employees and agents to the same or a narrower extent. The Board of Directors may obtain liability insurance coverage for any or all of the foundation's Directors, Officers, employees, or agents.

4. Personnel matters: Personnel matters shall be handled in Executive Session. The President shall be present and chair these meetings.

5. Racial Nondiscrimination Policy: The Congaree Vista Guild is committed to providing benevolent and merciful services without regard to race, religion, or national or ethnic origin.

6. Parliamentary authority: ROBERT'S RULES OF ORDER, NEWLY REVISED shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order this Board may adopt, and are not in conflict with the Bylaws of the Congaree Vista Guild or the Articles of Incorporation of the Corporation. At its discretion, the Board of Directors may elect a Parliamentarian to provide advice on the rules; the Parliamentarian need not be a member of the Board of Directors.

7. Fiscal year: The fiscal yar of the Corporation shall end at midnight on June 30th of each year. The Board shall have the power to change the fiscal year.

Addendum

Conflict of Interest Policy

Article I

Purpose

The purpose of the conflict of interest policy is to protect the Congaree Vista Guild's (hereafter, the Corporation's) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Persons: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, or is an interested person, as defined by the Internal Revenue Service.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

b. A compensation arrangement with the Corporation or with any entity or individual with which the Organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest:

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The President or chair of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.
c. When conducting the periodic reviews, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Proposed Vista BID Operating Plan

Goal I **CLEAN & SAFE**

To provide a clean and safe neighborhood for the City's preeminent Art's & Entertainment District. The District would provide an additional level of cleaning and hospitality outreach services beyond the basic services provided by the City and the additional services would not be intended to replace the basic services that the City currently provides.

Goal II **ORGANIZATION**

To develop and maintain a stable, viable, and effective organization.

Goal III **CULTURAL DEVELOPMENT**

To promote the cultural development of the Vista and increase awareness of the vast array of businesses and services among visitors and residents alike. Hospitality Tax funds would remain the primary funding source.

Goal IV **EVENTS**

To provide support for annual events that promote the Vista and sustain local businesses.

Goal V **ADVOCACY**

To become a unified public voice and strong advocate for issues important to members of the Congaree Vista Guild. To include parking, cleanliness, appearance, and safety issues among others.

Clean & Safe

To provide a clean and safe neighborhood for the City's preeminent Art's & Entertainment District.

The Congaree Vista Guild has worked for the past five years to provide a Clean & Safe team with the specific goal of providing an enhanced level of cleanliness and hospitality ambassadors throughout the Vista Neighborhood. Those services have been funded through a patchwork of grants from both the City's General Fund and from Hospitality Tax grants. The Guild would like to secure a stable funding source for those services to allow for more effective planning and consistent services. Staffing of the Clean & Safe services within the BID will provide a secure and permanent assurance that these services will continue to be provided in a consistent manner.

Cleanliness, homelessness, and public safety are of the utmost concern for residents, employees, and visitors and present a potential problem for the Vista district. Under the plan presented here, the Vista BID would be responsible for providing neighborhood services to guarantee a clean, safe, and secure district for all. These services will be implemented based on desire and need as growth and development continues in the Vista. Clean & Safe services would be limited to the boundaries of the proposed business improvement district.

Organization

To develop and maintain a stable, viable, and effective organization.

The Congaree Vista Guild has operated as a neighborhood business organization for over 30 years. During the Vista Guild's strategic planning process, the neighborhood identified the need for a strong and sustainable neighborhood organization. The establishment of a BID is proposed as a way to implement the goal for a stable organization as set by the ***Vista Guild Strategic Plan***.

Staffing of the potential BID will provide a permanent presence for the Vista Guild in both the neighborhood and as a city player. The primary function of the staff will be to coordinate initiatives of the Vista BID. Additionally, staff will work with related public, private, and non-profit organizations throughout Columbia on cooperative projects to ensure that the initiatives of the Vista BID benefit not only the property owners and businesses within the district, but throughout the Columbia City Center.

The Guild's staff is currently supported by a combination of City of Columbia Hospitality Tax Funds, Membership Fees, Sponsorships, and Event Revenue. The Guild has relied on a light-staffing model for all services except for Clean and Safe.

The light-staffing model has allowed the Guild to employee a single non Clean and Safe employee to act as Executive Director and to utilize the extensive resources of businesses located in the Vista to serve as independent contractors for professional services. These services may include:

- Marketing
- Advertising
- Public Relations
- Graphic Design and Artistic Direction
- Special Events
- Financial Management and Accounting

The Congaree Vista Guild BID Board of Directors intends to continue to utilize this light-staffing model with additional revenue from the Vista BID, for staffing, being primarily directed towards the support of the Clean and Safe program.

Neighborhood representation, marketing and promotional efforts, and advocating on behalf of the BID and its programs will continue to be priorities of the organization element of the proposed Vista BID. The visible day-to-day presence of the Vista Guild on the street and in the community in the form of Clean and Safe employees will provide the basis of BID Goal II: ***To develop and maintain a stable, viable, and effective organization.***

Cultural Development

To promote the Vista and increase awareness of individual businesses and the cultural fabric of the Vista.

The Congaree Vista District of Columbia has been revitalized as the center of arts and entertainment in Columbia. The maintenance of existing businesses and the addition of similar retail and commercial businesses is crucial to the continued success of the Vista. It is the goal of a potential Vista BID to promote and encourage the growth of the artists' studios and galleries, design-oriented professional businesses, restaurants, entertainment venues, and consumer services in the neighborhood. Likewise, the expansion of the current business mix is an integral part of the cultural development of the Vista. Both can be accomplished with an emphasis on honing and increasing the cultural elements that make the Vista so attractive to residents and visitors alike.

It was determined during the planning process that a key priority of the Vista Guild is the continued promotion and branding of the Vista as a residential, business, and tourism destination. Additionally, the maintenance of the Vista's characteristic artistic and cultural qualities should be a main concern in business recruitment and development of a stable and economically viable urban district.

Strong advertising and marketing efforts directed toward residents of Columbia and visitors from across South Carolina and throughout the Southeast region will be the

primary activity of the Vista Guild in meeting its goal of Cultural Development. An ongoing general branding campaign and the promotion of specific cultural initiatives are part of the proposed marketing efforts. Working with public, private, and non-profit sectors throughout Columbia, the Vista Guild hopes to initiate and partake in cooperative advertising campaigns to promote the city to residents, businesses, and visitors alike.

The primary funding mechanism for cultural development under a Vista BID will be the Hospitality Tax Funds allocated to the Vista Guild based on an application filed annually with the City of Columbia. As demonstrated in recent years, Vista restaurants and entertainment venues contribute roughly 10% of all Hospitality Tax collections in Columbia. As such, the Vista Guild will continue to apply and expect to receive a significant portion of Hospitality Tax Funds to be used for marketing and promotional efforts aimed at increasing visitorship to the Vista.

Funds will also be allocated from the general BID annual budget to supplement the Hospitality Tax Fund amount. By financing cultural development in this manner, revenue collected from the BID assessment can be directed towards other key priorities of the Vista Guild. Attention given to maintaining and increasing cultural development meets the criteria of the Vista BID's Goal III: ***To promote the Vista and increase awareness of individual businesses.***

Events

To provide and/or support ongoing events that promote the Vista community and support local businesses.

The Vista Guild has been very successful in the implementation of two annual events capitalizing on the arts and entertainment elements in the district. The Guild recognizes the importance of signature events as not only tourism-drivers, but also as fundraisers and promotional opportunities for the businesses in the Vista.

Vista Lights is in its 32nd year as an annual kick-off to the fall/winter holiday season. The event, held the third Thursday in November each year, draws the year's largest crowd to the Vista. The event was originally arts-based, and has endured several reincarnations in its nearly two decades. The Board of Directors of the Vista Guild, as well as several neighborhood business and property owners have expressed a desire to reinvent Vista Lights with an emphasis on the retail and dining businesses in the district.

The second annual Vista event, Artista Vista, is held each spring in late April or early May. This artist-run event has been supplemented by the Vista Guild's coffers for many years, and draws crowds of art-lovers from across South Carolina and throughout the Southeast region. Artista Vista aims to expand in the coming years to include local university and college art students, as well as statewide exhibitions and installation art.

The goal of a potential BID, based on the organizational and planning process to date, will be to increase the financial and creative contributions to both of the Vista's signature

events: Vista Lights and Artista Vista. Both events are extremely successful but have much room for growth and expansion. The targeted advertising of the events, as well as providing a variety of activities and offerings at each event will continue to draw local crowds and increase attendance, and therefore visitorship, to the Congaree Vista.

As part of a larger commitment to cooperation and coordination among public, private, and non-profit organizations in Columbia, a Vista BID hopes to aid in the cross-promotion of citywide events. The coordination of advertising and marketing efforts in reference to special events benefits the city as a whole, and helps to promote Columbia to a larger audience. Likewise, a Vista BID will work with the same organizations to increase promotion of its signature events, Vista Lights and Artista Vista.

This meets the Vista BID's Goal IV: ***To provide and/or support ongoing events that promote the Vista community and support local businesses.***

Advocacy

To become a unified public voice and strong advocate about issues important to members of the Vista Guild.

As the Congaree Vista grows and develops, a consistent message of advocacy for the neighborhood, and by extension the downtown city center, will be necessary. Growth and development present opportunities and challenges for the district. The Vista Guild BID will be a voice for the interests of the neighborhood through clear and concise communication between property and business owners and municipal governments and similar organizations.

Parking
Throughout the Vista Guild strategic planning process, and since the adoption of the Vista Guild Strategic Plan, the issue of providing adequate parking has plagued the neighborhood. Identified as the top priority issue for growth and development of the area, the parking issue is a prime example of how the Vista BID will serve as both a proactive voice in initiating discussions and action to help alleviate the parking problem in the district.

Tourism
As the arts and entertainment district of Columbia and the center of tourism activities in the Midlands, the Vista BID will work with area attractions such as the South Carolina State Museum, Columbia Museum of Art, South Carolina State House, Historic Columbia Foundation, and Riverbanks Zoo, as well as the Columbia Metropolitan Convention Center, to insure a positive visitor experience to our neighborhood and our city.

Interagency Coordination
Obvious in the initiatives detailed above is the intrinsic coordination and cooperation with public, private, and non-profit organizations throughout Columbia. A synchronized message emanating from the organizations and municipalities in the Midlands presents a solid message to residents, potential businesses, and visitors about quality of life issues in South Carolina's capital city.

The potential Vista BID aims to be a voice for the neighborhood, including property and business owners, residents, and visitors. It will be in constant communication with municipal and regional governments, civic and non-profit organizations, business leagues and educational institutions in the Midlands on behalf and in the best interest of all parties involved. This voice will serve to meet Goal V of the Vista BID proposal***: To become a unified public voice and strong advocate about issues important to members of the Vista Guild.***

District Governance & Recommended Board of Directors Structure

The Vista BID shall be operated and governed by the Board of Directors of the Congaree Vista Guild. The Board of Directors is designed to reflect the diversity of the neighborhood and is filled by individuals that represent various industries within the neighborhood. The specific breakdown is spelled out in Article III, Section 1 of the Bylaws of the Congaree Vista Guild which are included above.

Upon creation of the Vista BID by Columbia City Council, the existing Vista Guild Board of Directors will be responsible for the operation and governance of the newly created district.

Subsequent Vista BID Board of Director appointments, with the exception of any appointments made by public representatives, will be nominated and recommended by the existing Board of Directors on an annual basis.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Council is asked to approve the 2018 City Council Meeting Schedule.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018_Meetings_Deadlines_Draft.1docx (PDF)

2018 COUNCIL MEETING DATES

MEETING DATES	TYPE OF MEETINGS	AGENDA DEADLINES
January 9	Work Session & Council Meeting	December 20
January 16	Work Session & Council Meeting	January 3
January	*State of the City Address*	
February 6	Work Session & Council Meeting	January 24
February 20	Work Session & Council Meeting	February 7
March 6	Work Session & Council Meeting	February 21
March 20	Work Session & Council Meeting / Zoning Public Hearing	March 7
April 3	Work Session & Council Meeting	March 21
April 17	Work Session & Council Meeting	April 4
May 1	Work Session & Council Meeting	April 18
May 15	Work Session & Council Meeting / Zoning Public Hearing	May 2
June 5	Council Meeting / Budget Public Hearing	May 23
June 19	Council Meeting / Budget Second Reading	June 6
July 17	Work Session & Council Meeting / Zoning Public Hearing	July 3
August 7	Work Session / *National Night Out*	July 25
August 14	Work Session & Council Meeting	August 1
September 4	Work Session & Council Meeting	August 22
September 18	Work Session & Council Meeting / Zoning Public Hearing	September 5
October 2	Work Session & Council Meeting	September 19
October 16	Work Session & Council Meeting	October 3
November 6	Work Session & Council Meeting	October 24
November 20	Work Session & Council Meeting / Zoning Public Hearing	November 7
December 4	Work Session & Council Meeting	November 21
December 18	Work Session & Council Meeting	December 5

Work Sessions allows Council to effectively address issues that affect only a limited number of citizens; to consider items of high public interest; and as a means of avoiding prolonged regular meetings. City Council will conduct work sessions at **2:00 p.m.** on the first and third Tuesdays of each month.

Regular Meetings of Council are used to discuss the municipality's general and routine business and to enact necessary ordinances and resolutions. These meetings begin at **6:00 p.m.** on the first and third Tuesdays of each month.

Zoning Public Hearings are conducted on the third Tuesday of every odd numbered month at **7:00 p.m.** as part of a Regular Council Meeting.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **Procurement and Contracts**

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

SUBJECT: **Council is asked to approve Contract Amendment #1 for the Finlay Park Fountain Restoration Project, as requested by the Parks & Recreation Department. Award to W. P. Law, Inc., in an amount not to exceed $296,255.00. This firm is located in Lexington, SC.**

PURPOSE: **The following sub-consultants will provide additional services:**

White Crane Company, Inc., of West Columbia, SC will provide crane operating services at 1.0%($2,885.00) of the total contract value.

Clearwater Company of Columbia, SC will provide rebar and gunite material services at 54.0%($161,287.00) of the total contract value.

REQUISITION NO.: **R164630**

FINANCIAL IMPACT: **Funding Source: 4039999-PK005606-658650. The original budgeted amount is $310,650.00.**

ORIGINAL BUDGET: **$310,650.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

This Contract Amendment provides services for the Finlay Park Fountain Restoration to include the installation of new pool surfaces at pools 2-5; the installation of new pumps in skimmer locations 2 and 4; and the installation of 2 new intake screens. The estimated schedule of completion for services to be rendered is 8 - 9 weeks.

ATTACHMENTS:

- **#a:** W.P.Law.Design.Build.Finlay.Park.Fountain.Restoration.CA1.kr (PDF)
- #b: Map of Finlay Park (PDF)

Design Build Contract
Design & Construction for the Finlay Park Fountain Restoration
(Funding: 4039999-PK005606-658650)

W. P. Law, Inc., and City of Columbia, SC

Contract Amendment 1

October 12, 2017

Description of Change: Request change in the Design Build Contract for the design and construction for the City of Columbia Finley Park Fountain Restoration Design Build Services between the City of Columbia (City) and W. P. Law, Inc. (Contractor) dated May 10, 2017 (Design Build Contract), amended by this Amendment for scope additions to the Design Build Contract. Services are more fully described in Exhibit A attached hereto. Exhibit B attached hereto, reflects the work to be provided by sub-contractors and an overall cost breakout for the services identified within the Amendment. Exhibit C attached hereto, reflects the timeline for services to be provided within this Amendment. The Notice to Proceed will be issued on or before November 30, 2017. This Amendment extends the Design Build Contract through February 1, 2018. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price:	$310,649.99
Previous Change Orders:	$ 0.00
This Change (addition):	$296,255.00
Revised Contract Price:	$606,904.99

Additional funds are to be provided in the following manner: 4039999PK 005606 658650

New Waterfall Pool Surfaces: Pool five is to be filled with clay provided by and placed by City of Columbia personnel. W. P. Law, Inc. will provide compaction in two lifts of 6" each.

- Pools 2-5 cleanup and prep, oversight of dirt moving and compaction including equipment, labor and materials: $ 63,697.50
- New rebar grid on floor and walls, materials and installation: $ 81,523.50
- Gunite, materials and installation: $ 79,764.00

Total $224,985.00

Skimmer Pump Replacement: Install new pumps in skimmers 2 and 4 locations. These are the two areas to collect the most debris. The skimmer baskets will need to be checked frequently (1 year warranty).

- Two new skimmer pumps, floats and associated electrical: $21,625.00
- Removal of old pumps and installation of two skimmer pumps: $ 9,885.00
- Rework weir on new playground side skimmer intake structure for proper operation: $ 6,445.00

Total $37,955.00

New Intake Screens:

- Two custom built intake strainers, shields, bases and maintenance deck: $22,435.00
- Crane rental to remove old intake structure and replace with new structure: $ 2,885.00
- Installation of intake strainers, shields, bases and maintenance platform: $ 7,995.00

Total $33,315.00

This Change is Acceptable:

By: Jean Moe, Controller W. P. Law, Inc.
Title:

Recommended for Approval: _____ Director of Parks & Recreation
Randy Davis

Recommended for Approval: _____ Purchasing Agent
Sandra A. Wright, CPPB

Approval of Change: _____ City Manager
Teresa Wilson

W.P.Law.Design.Build.Finlay.Park.Fountain.Restoration.CA1.kr.doc

APPROVED AS TO FORM
JJL 11/2/17
Legal Department City of Columbia, SC

Exhibit A
Design Build Contract for Finlay Park Fountain
Restoration (Received 10/5/2017)

FOUNTAIN DIVISION
OF W. P. LAW INCORPORATED

October 2, 2017

Barry L. Wells
City of Columbia
1111 Parkside Drive
Columbia, SC 29203

ADDITIONS TO FINLAY PARK PROJECT

Dear Mr. Wells,

The following is a revised proposal for the additional work based on the layout sent to us by Mr. Cooper. Pool five is to be filled with clay provided by and placed by City of Columbia personnel. W. P. Law, Inc. will provide compaction in two lifts of 6" each.

New Waterfall Pool Surfaces

- Pools 2-5 cleanup and prep, oversight of dirt moving and compaction including equipment, Labor and Materials - **$63,697.50**
- New rebar grid on floor and walls, Materials and Installation - **$81,523.50**
- Gunite, Materials and Installation - **$79,764.00**

Total $224,985.00

Skimmer Pump Replacement

Install new pumps in skimmer 2 and 4 locations. These are the two areas to collect the most debris. The skimmer baskets will need to be checked frequently. 1-year warranty.

- Two new skimmer pumps, floats and associated electrical - **$21,625.00**
- Removal of old pumps and installation of two skimmer pumps - **$9,885.00**
- Rework weir on new playground side skimmer intake structure for proper operation - **$6,445.00**

Total $37,955.00

*Note: To perform any of the options to skimmer 4 will require lowering the water level of the pond.

New Intake Screens

- Two custom built intake strainers, shields, bases and maintenance deck - **$22,435.00**
- Crane rental to remove old intake structure and replace with new structure - **$2,885.00**
- Installation of intake strainers, shields, bases and maintenance platform - **$7,995.00**

Total $33,315.00

303 Riverchase Way
Lexington, SC 29072

Helping customers is our business.

P 803.461.0599
F 803.461.0570

FOUNTAIN DIVISION
OF W. P. LAW INCORPORATED

If you have any questions concerning this proposal, please call Glenn Clonts or Mike Clonts at 803-461-0582.

Sincerely,

Glenn Clonts
Fountain Division
W. P. Law, Inc.

303 Riverchase Way
Lexington, SC 29072

Helping customers is our business.

P 803.461.0599
F 803.461.0570

Exhibit B
Design Contract for Finlay Park Fountain Restoration
(Received 10/16/17)

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.

Project: Finlay Park Fountain Restoration Design Build

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
White Crane 3414 Augusta Road West Columbia, SC 29170	Jason Flynt 803-794-7194	Crane Rental Service	$2,885.00	1 %	NA	No
The Clearwater Company 1682 Lake Murray Blvd Columbia, SC 29212	Brian Hicks 864-505-5494	Rebar & Gunite	$161,287.50	54%	NA	No
				%		
				%		
				%		
				%		

TOTAL: $ 164,172.50

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

Business Name: [signature]

Representative Name / Title: Mike Clontz, Fountain Division

Date: 10/16/17

Form 710

Name of Project: Design Build Finlay Park Fountain Restoration				
Amendment Number: 1				
Date: October 12, 2017				
Items Description	Quantity	Unit	Rate	Total
Material				
Skimmer Pump Materials	1	LS		20,023.15
Intake Screen Materials	1	LS		20,773.15
Material:				40,796.30
Sales Tax (8%):				3,263.70
Material Subtotal:				44,060.00
Labor				
Compaction labor for water fall	1	LS		63,697.50
Installation of skimmer pumps	1	LS		6,445.00
Installation of Intake Screens	1	LS		7,995.00
Weir rework	1	LS		9,885.00
Labor:				
Labor Tax & Insurance:				
Labor Subtotal:				88,022.50
Equipment				
Equipment:				
Fuel/Oil/Grease:				
Equipment Subtotal:				
Other				
Other Subtotal:				
Sub-Contract				
White Crane & Clearwater Subcontracts				164,172.50
Sub-Contract				164,172.50
Total Non Sub-Contract Unit Prices				
Subtotal:				
Overhead:				
Total:				
Contract Unit Prices				
Total:				
Amendment Proposal Total:				296,255.00

Exhibit C
Deisgn Build Contract for Finlay Park Fountain Restoration
(Received 10/17/2017

TIMELINE FOR FINLAY PARK ADDITIONAL WORK

Weeks 1 & 2: Root removal, general cleanup, dirt moving (by COC) and compaction (by WPL).

Weeks 3 & 4: Installation of rebar and gunite.

Weeks 1 – 4: Delivery of skimmer pump and construction of intake structures and screens.

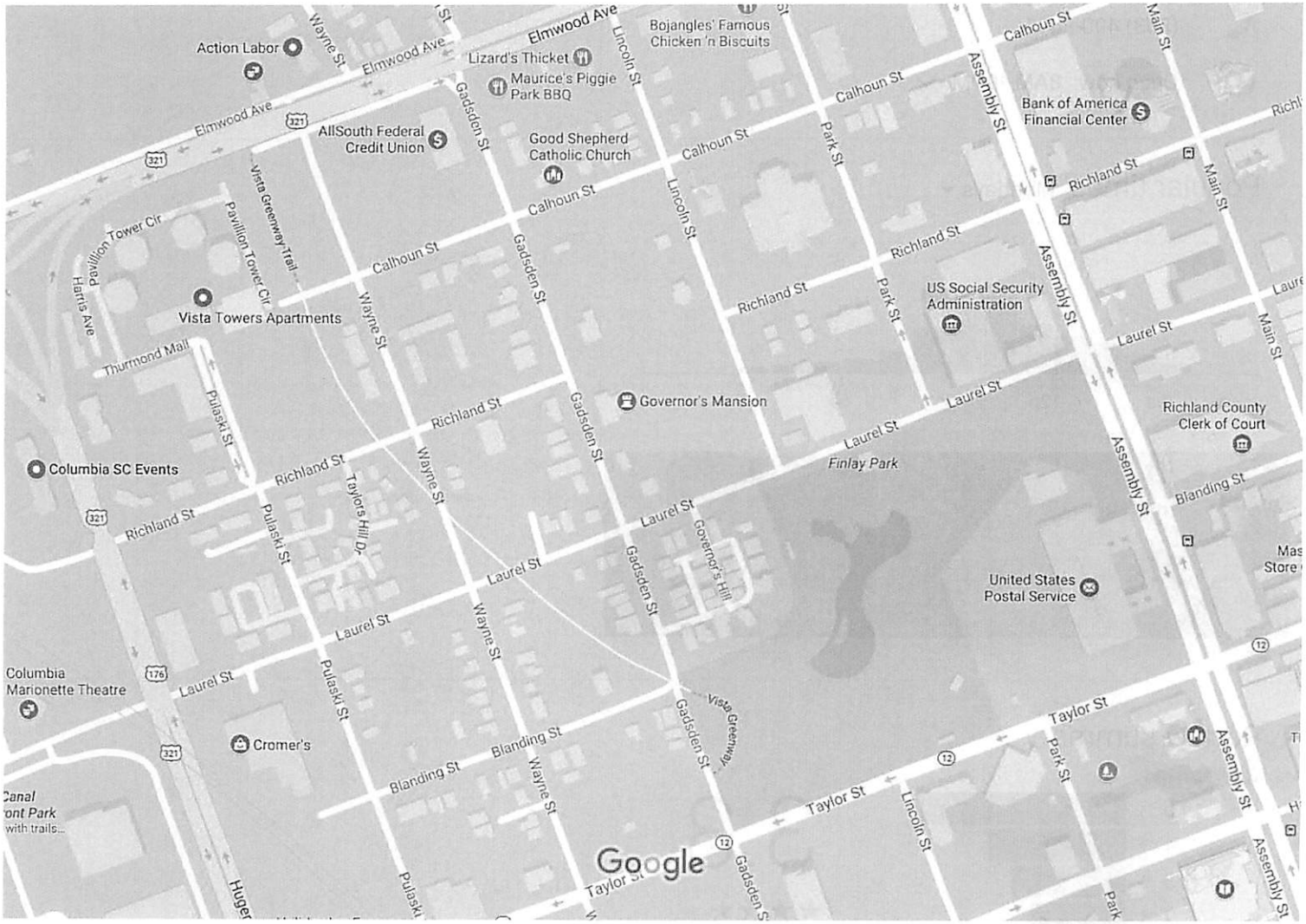
Weeks 5 & 6: Install new skimmer pumps and controls, install new intake structures and screens.

Week 7: Start up and adjustment

Week 8: Bad weather days

TOTAL 8 – 9 weeks

Google Maps Finlay Park





Finlay Park

3.3 ★★★★½ · 276 reviews

Park

An outdoor oasis with waterfalls, a lake, playgrounds, a pergola with swings & seasonal concessions.

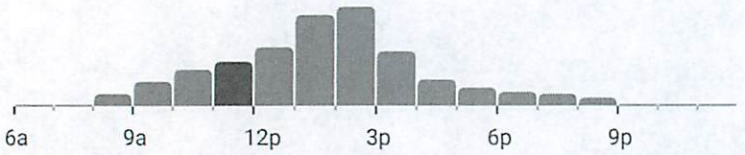
930 Laurel St, Columbia, SC 29201

columbiasc.net

(803) 490-8496

Open now: 8AM–9PM

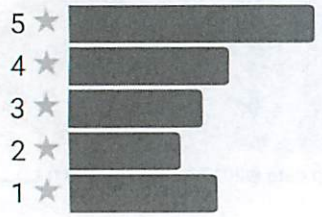
Popular times Mondays







Review summary



3.3

★★★½☆

276 reviews

"Not a bad **place** to go during the day and walk your **dogs** or just hand out"

"There's alot of homeless **people** and they took the **playground** out."

T "Very nice **area** to bring the **family** out to."

People also search for

View more

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the Richland County/City of Columbia Intergovernmental Fire Services Agreement.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** Fire Service Contract 2017.11.15 (PDF)

RICHLAND COUNTY
GOVERNMENT
Office of the County Administrator

November 15, 2017

Teresa Wilson
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

Dear Ms. Wilson:

This letter follows up the action item of the Richland County Council of November 14, 2017, regarding the Fire Services Agreement. The attached agreement reflects direction from County Council.

County Council appreciates working with the City of Columbia and looks forward with the implementation of the agreement. Accordingly, you will note that Council's direction is to execute the agreement for a period of three years in which Richland County will explore aggressively the measures and merits of a countywide fire service system in the unincorporated areas.

As previously mentioned during our meetings, County Council expressed the following during its deliberations:

a) The agreement is still a service agreement.
b) County must be a partner, not a customer.
c) The County continues having an interest in being a partnership arrangement.
d) Understand that if the service area is adjusted by annexation, there will be a reduction in the County's fire service area, hence, a reduction in the County's share of funding upon 30 calendar days following annexation.

Further, it is recommended that both councils meet in the near future to discuss policy aspects on the provision of fire services throughout Richland County.

In the Spirit of Excellence,

Gerald Seals
County Administrator

STATE OF SOUTH CAROLINA	)	**RICHLAND COUNTY/CITY OF COLUMBIA INTERGOVERNMENTAL**
	)	**FIRE AGREEMENT**
COUNTY OF RICHLAND	)	

This Agreement is entered into this _____ day of _____, 2017 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, the City of Columbia and Richland county executed an Intergovernmental Fire Agreement dated July 1, 2012, which expired June 30, 2017; and

WHEREAS, the City of Columbia is providing the County with a service to organize, manage, maintain and operate a seamless firefighting system in the Richland County Service Area. The City will agree to continue this long-lasting partnership of leveraging resources and shared responsibility in order to maintain the highest level of public safety to the citizens of Richland County through a consolidated seamless fire service system for the protection of life, property and the environment; and

WHEREAS, the services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined herein and delegated to the City of Columbia; and

WHEREAS, the City and the County will fund, support, and/or initiate actions to maintain or improve, the current Insurance Services Office Public Protection Classification rating within their respective areas through budgetary appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate authority to the City of Columbia, to

establish and develop an organized manner in which to administer, manage, operate and maintain a system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Richland County will provide all other services not specified in this agreement. Richland County shall continue to provide these services at its sole cost and expense. For the avoidance of doubt, the City of Columbia shall be fully compensated for the level of fire services provided for by this agreement.

The City of Columbia operates an established all-hazards fire department and has an appointed Fire Chief which serves as the highest ranking fire official in Columbia, and will include the Richland County Service Area as defined by this agreement and he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the County Fire Budget. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Service Area, will be brought to the City Manager by the County Administrator for resolution.

1. DEFINTIONS:

a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
b. Automatic Vehicle Location System or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
c. Columbia-Richland Fire Department Oversight Committee or “CRFDOC” refers to the committee jointly established by the City of Columbia and Richland County councils.
d. Computer Aided Dispatch system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
e. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
f. “County Fire Service Area” or “Fire Service Area” or “FSA” refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
g. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.

h. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.
i. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
j. Contract Administrator or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this agreement through the Columbia-Richland Fire Department Oversight Committee.
k. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
l. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices.
m. Fire Advisory Committee or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.
n. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
o. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
p. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.
q. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.
r. National Fire Protection Association or "NFPA" refers to the association which sets codes and consensus standards for the fire service.
s. Occupational Safety and Health Administration or "OSHA" refers to the organization which regulates all worker safety.
t. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this agreement, to be used in the provision of approved services, as outlined and funded by Richland County.
u. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.
v. Overtime or "OT" refers to the time a worker who is funded through this agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee's position.

w. Public Protection Classification or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.
x. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement.
y. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.
z. "Support Personnel" refers to the employees and costs associated with staff that are needed to carry out the management and administrative functions of this agreement.

2. ORGANIZATION:

2.a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who represents primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.

2.b. The purpose of the FAC is to provide advisory recommendations into the department's policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.

2.c. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

2.d. A Columbia-Richland Fire Department Oversight Committee will be jointly established by the City and Columbia and the Richland County councils to ensure that the interests of city and county residents are considered, related to the planning and provision of fire suppression services within both jurisdictions. The City Manager and the County Administrator will present their respective councils the

proposed CRFDOC's charge and membership for approval within 90 days of the execution of this Agreement.

3. OPERATIONAL IMPLEMENTATION:

3.a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

3.b. It is agreed that all Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.

3.c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.

3.d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Fire Service Area and the automatic aid agreements have been approved by Richland County.

3.e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

4. CITY OF COLUMBIA:

4.a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.

4.b. A training and deployment plan for the water shuttle program will be maintained and exercised bi-monthly to improve training and implementation of the water shuttle system.

4.c. The Columbia Fire Chief will prepare a fire services agreement report to be presented to Richland County. A reporting system will be agreed upon during the first 90 days of this agreement, which will include the electronic inventory reporting and staffing software interfaces. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.

4.d. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

4.e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.

4.f. The City of Columbia will conduct an audit of this agreement every two years. A copy of the results shall be provided to Richland County and the CRFDOC. The audit will be performed by a third party.

4.g. The City of Columbia will inspect the rural water supply infrastructure on a regular basis and provide a report to the County and the CRFDOC which will include recommendations for maintenance and/or improvements.

4.h. Upon execution of this Agreement and within the first 90 days, the Columbia Fire Chief, along with staff from the County's Emergency Service Department, shall evaluate the format and the information that will be included in a report that will be presented to Richland County and the CRFDOC on a monthly basis.

4.i. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.

4.j. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

4.k. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

5. RICHLAND COUNTY:

5.a. Richland County retains the right to monitor this agreement and report findings to the CRFDOC. The CRFDOC and Richland County shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.

5.b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this agreement to ensure compliance, however, a draft copy of the results shall be provided jointly.

5.c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities at the County's sole cost and expense.

5.d. Richland County will determine where new or relocated stations will be constructed in the Service Area with the approval of the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement.

5.e. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated with the approval of the Fire Chief and in accordance with the terms of this agreement.

5.f. The County will maintain and/or improve the rural water supply infrastructure to include, but not be limited to the dry hydrant system according to the report referenced in Section 4.g of this Agreement.

5.g. Any pressurized water supply system will be reviewed by the Fire Chief prior to installation. This is to ensure interoperability with existing systems and to maintain constancy with current operational methodology.

5.h. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations, rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.

5.i. Effective January 1, 2018, the County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The County will adjust the City's allocation under this Agreement accordingly. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

6. PERSONNEL:

6.a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.

6.b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.

6.c. Under the terms of this agreement the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term

of this agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process.

6.d. The City will submit through the County's biennial budget process the personnel and operating costs for the provision of fire services response in the County Fire Service Area.

6.e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia-Richland Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.

6.f. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.1. The fire career shift staffing personnel cost will be appropriately charged to each station budget by general ledger code. The fire department will maintain a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.

6.g. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as deemed necessary while accomplishing the overall mission of the department.

6.h. With the exception of volunteer firefighters; personnel authorized and funded by Richland County under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia.

However, all volunteer firefighters will comply with the personnel, health and safety policies of the City of Columbia as referred to in the volunteer standard operating guidelines.

6.i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.

6.j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e. if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using the TeleStaff software or any other appropriate software, which shall be immediately available to the County's CA and/or the CRFDOC upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.i., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

6.k. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

7. VOLUNTEER FIREFIGHTERS:

7.a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County's Emergency Services Department Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

7.b. There shall be a volunteer recruitment, retention and training program for volunteers as authorized in this agreement.

7.c. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this agreement:

i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;

ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).

iii. Any City employee or person treated as a City employee under this agreement (see Sec. 7.a.) shall make all claims for injury of any kind to the City.

7.d. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal. Richland County will accept all liability resulting from damages incurred from emergency response with privately owned "Authorized Emergency Vehicles."

7.e. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal. Volunteers will be issued an

"Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately owned emergency vehicle.

7.f. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County, and the northwest part of the County

7.g. All firefighters authorized under this agreement will receive the same level of training regardless of career or volunteer and must maintain defined standards as set by the Fire Chief. All volunteer firefighters will be encouraged to participate in riding on all fire units career and volunteer in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

8. FIRE FIGHTER TRAINING

8.a. All fire fighters authorized under this agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards as set by the Fire Chief.

8.b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

8.c. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next 12 months, starting in July of each year. All published classes will be conducted regardless of limited attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

8.d. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

8.e. There shall be a combination of career and volunteer designated instructors for all firefighter and will be coordinated through the Fire Department Training Bureau.

8.f. Richland County and the City of Columbia during the term of this agreement agree to endeavor to provide through proposed budget process funding to train and provide as staffing allows one (1) on-duty Emergency Medical Technician (EMT) for each

roster staffed fire engine within the Columbia Fire Department and Richland County (Service Area) as funding permits.

9. PUBLIC PROTECTION CLASSIFICATION

9.a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.

9.b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

10. FIRE STATIONS:

10.a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense. The City agrees to use reasonable efforts to avoid damage to all County owned fire stations. Should any fire station be damaged by the negligence or willful actions or omission of any City employee, agent, or contractor, the City agrees to pay the County for any damage.

10.b. The City will continue to be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.

10.c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.

10.d. Additional fire stations may be constructed during the term of this agreement. The Fire Chief will submit new station recommendations to Richland County for consideration. The Fire Chief may establish a committee to assist in developing

those recommendations; provided, however, Richland County will have the final decision as to where new or relocated stations will be constructed in the Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

10.e. The Fire Chief as a part of the County's biennial budget process will make capital improvement recommendations to include prioritizing new fire station recommendations in the County Fire Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

10.f. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans and in accordance Section 10.d of this Agreement. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this agreement.

10.g. The City of Columbia shall design, fund and build expansion stations in accordance with the City of Columbia's strategic and capital improvement plans.

10.h. At the time of executing this agreement Richland County shall provide a capital improvement plan for fire station facilities maintenance, repairs, and renovations.

11. EQUIPMENT:

11.a. For the entire term of the agreement, the fire department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets.

11.b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County and the CRFDOC each year prior to the first of July. Upon notification to the Fire Chief, the County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the City will provide a plan to rectify the condition(s) immediately.

11.c. As equipment and supplies are processed for distribution, electronic records will be maintained to accurately record which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics officer.

11.d. At the time of executing this agreement Richland County shall provide written plans to the Fire Chief for a five-year capital replacement plan for existing and new rolling stock for apparatus and equipment

11.e. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

11.f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia - Richland.'"

11.g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, firefighters who are funded by Richland County, and for use in alerting of volunteer firefighters assigned to Richland County stations.

11.h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.

11.i. Richland County will fund and support in an equitable manner, a cloud based, interactive dispatching application that is accessible by responders in the field.

11.j. The Fire Chief will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased will be compatible with the City's equipment, operational methodology and meet or

exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that will be used for purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

11.k. The County will adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

11.l. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the agreement. In exercising that discretion, the Fire Chief will place equipment funded by the City in city owned stations and equipment funded by the County in county owned stations.

11.m. If either party (City or County) are required to place its reserve apparatus or vehicles on the front line to supplement the other's fleet, a charge to the appropriate budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.

11.n. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

12. FINANCIAL/ACCOUNTABILITY:

12.a. On a biennial basis, the City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.

12.b. The City Manager will submit CRFD's biennium budget request to the Richland County Administrator prior to December 15st of each even year.

12.c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the entire biennium budget fiscal years.

12.d. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in the biennial budget appropriations must be made pursuant to the City of Columbia or Richland County's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.

12.e. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

12.f. Notwithstanding anything in this Agreement, in no event will the City be entitled to additional payments for services provided hereunder which are greater than expected, nor will the County be entitled to a refund for payments made hereunder if the City provides services to satisfy the requirements of this Agreement but are less than expected hereunder.

12.g. Each year the City of Columbia through the City Manager shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. Richland County and City of Columbia will review the budget request and make adjustments and recommend the budget for County Council consideration and approval. While the actual costs for fire services in the combined service areas of the County and City (Total Cost) may increase or decrease, the City's proportional share of such Total Cost shall, for the term of this agreement, be 52.6%, while the County's proportional share shall be 47.4%. For example, if the Total Cost to provide fire services to the combined service area is $1,000,000 for one year, the City would pay $526,000, while the County would pay $474,000. This ratio shall remain the same regardless of any increase or decrease in Total Cost. If at any time during any fiscal year, the City requests a budget increase from the County for the remainder of the fiscal year, the City shall present the total cost increase needed to the County, and if the Richland County Council deems it appropriate, the County shall provide 47.4% of the total cost presented while the City shall be required to appropriate the remaining 52.6% of the total cost presented.

12.h. During the term of this agreement, the City will conduct an indirect cost analysis for services provided through its other departments in support of this agreement. These costs shall include but not be limited to: human resources, payroll, finance, procurement, fleet services, information technology, risk management, etc. and will be included in subsequent biennial budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.

12.i. The City of Columbia shall develop and present to Richland County, for consideration, a separate long-range capital replacement plan for large apparatus and vehicle and major station renovations.

12.j. The City and County budgets shall fund the cost of all vehicles repairs, replacements and fuel expenses for their own vehicles that support the unified fire operations and as listed in Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 16 vehicles each totaling 32 overhead vehicles.

12.k. Richland County under the terms of this agreement will fund one county staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this agreement.

12.l. The Fire Chief will develop a Research & Development Group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased shall be compatible with the City's equipment and meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will develop and approve specifications for equipment and routine capital items listed within the budget, to include but not limited to; structural firefighting gear, safety equipment, firefighting equipment, breathing apparatus, extrication and rescue equipment, hazardous materials and response equipment as to ensure in-kind consistency throughout the unified system. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that may be used for purchasing of apparatus in the County (Service Area) in order to maintain consistency throughout the unified system.

12.m. The County may endeavor to adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, a rescue, a ladder, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

13. ANNEXATION

All County stations will remain the property of Richland County. In the event the City of Columbia should annex any area located in the County Service Area that contains a County fire station, Richland County may in its sole and exclusive discretion, offer to sell the station to the City of Columbia upon such terms and conditions as Richland County and the City of Columbia may mutually agree. Upon annexation, the County's share shall decrease in an amount proportional to the decrease in square feet of land in the total Fire Service Area. Such change shall take effect within 30 calendar days following the annexation.

14. TERMS:

14.a. This agreement shall be effective as of July 1, 2017.

14.b. The term of this agreement shall be for a period not to exceed three (3) years with the County reserving the option to explore, during that period of time, alternatives for the provision of fire services in the unincorporated areas of Richland County.

14.c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).

14.d. Upon termination of this agreement, all equipment which has been purchased with county funds and owned by the county—including vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with county funds, carried on county-owned vehicles, and/or located in county-owned stations or offices or city-owned stations or offices—will be returned to Richland County and remain under the County's responsibility.

15. INCORPORATION AND MERGER:

15.a. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

16. MISCELLANEOUS:

16.a. BREACH: In the event either party shall fail to comply with this agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this agreement.

16.b. WAIVER: The failure of either party 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 provisions or of any other provision of this

agreement at any time. Waiver of any breach of this agreement by either party shall not constitute waiver of subsequent breach.

16.c. NOTICE: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

16.d. NOTICE: Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
2020 Hampton Street
Post Office Box 192
Columbia, SC 29202

16.e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

16.f. AGREEMENT INTERPRETATION: Ambiguities in the terms of this agreement, if any, shall not be construed against the City. This agreement shall be interpreted pursuant to the laws of the State of South Carolina.

16.g. SEVERABILITY**: :** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

16.h. CAPTIONS AND HEADINGS: The captions and headings throughout this agreement are for convenience and reference only, and the words contained therein

shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this agreement.

16.i. NON FUNDING APPROPRIATIONS: Notwithstanding anything in this agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.

16.j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

In WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate original, the day and year first above written.

WITNESSES:

Gerald Seals, County Administrator
On behalf of RICHLAND COUNTY

WITNESSES:

Teresa Wilson, City Manager
On behalf of CITY OF COLUMBIA

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD)

#	POSITION	#	POSITION
1	Fire chief	1	Fire Health & Safety Coordinator
3	Assistant Chief(s)	1	Fire Volunteer Coordinator
1	Fire Administrative Officer	1	Administrative Specialist
3	Division Chief(s) (Suppression)	1	Administrative Coordinator
1	Hazmat Rescue Coordinator	1	Fire Analysis Specialist
1	Fire Staffing Officer	1	Fire Public Education Officer
1	Public Information Officer	1	Fire Recruiting Officer
1	Chief of Training	2	Lead Administrative Assistant(s)
5	Fire Training Officer(s)	1	Fire Logistics Officer
1	Senior Training Coordinator	1	Fire Support Technician
1	Executive Assistant	1	Fire SCBA Technician
		1	Materials Control Clerk
	Total	32[a]	

FIRE SHIFT PERSONNEL (OVERHEAD)

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate budget as listed in Appendix B.1 & B.2.

#	PERSONNEL
15	Battalion Chief(s)

[a] 32 support overhead personnel positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits, listed within each party's respective administrative budgets.

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD) VEHICLES[b]

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	2	Assistant Chief(s)
1	Assistant Chief	1	Hazmat Rescue Coordinator
1	Fire Administrative Coordinator	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Training Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Fire Health & Safety Officer	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer		
2	Battalion Chief(s) (Suppression)		
3	Staff Vehicles (Reserve Spares)		
16		**16**	

[b] The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

APPENDIX B
B.1

PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1	2[d]	6	0
	Career	Relief Personnel[c]		33	
14 – Dentsville	Career	Engine 14	4	12	0
		Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	
		Brush Truck 20	0	0	

[c] Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

[d] Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
		Rescue 2[e]	3	9	
21 – Springhill	Satellite	Engine 21	0	0	10
		Tanker 21	0	0	
		Brush Truck 21	0	0	
22 – Lower Richland	Career	Engine 22[f]	4	12	0
		Tanker 22	0	0	
		Brush Truck 22	0	0	
		Battalion 4	1	3	
23 – Hopkins	Combination	Engine 23	1	3	20
		Tanker 23	0	0	
		Brush Truck 23	0	0	
		Rescue 5[e]	3	9	
24 – Sandhill	Career	Engine 24	4	12	0
		Brush Truck 24	0	0	
		Battalion 3	1	3	
25 – Bear Creek	Combination	Engine 25	1	3	20
		Tanker 25	1	3	
		Brush Truck 25	0	0	
26 – Blythewood	Combination	Engine 26	1	3	20
		Tanker 26	1	3	
		Brush Truck 26	0	0	
27 – Killian	Combination	Engine 27	1	3	20
		Tanker 27	0	0	
		Brush Truck 27	0	0	
		Rescue 3[e]	3	9	
28 – Eastover	Combination	Engine 28	1	3	20
		Tanker 28	1	3	
		Brush Truck 28	0	0	
29 – Congaree Run	Combination	Engine 29	1	3	20
		Tanker 29	0	0	
		Brush Truck 29	0	0	
		Rescue 4[e]	3	9	

[e] During the term of this agreement the fourth (4th) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

[f] The three (3) additional career personnel assigned to Engine 22 is currently funded under a two (2) year SAFER Grant.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
30 – Capital View	Combination	Engine 30 Tanker 30 Brush Truck 30	1 1 0	3 3 0	20
31 –Leesburg	Career	Engine 31 Tanker 31 Brush Truck 31	4 0 0	12 0 0	0
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
TOTAL			**66**	**231**	**240**

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

APPENDIX B
B.2

PERSONNEL

City – (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/HazMat 1	2[h]	6
		Rescue 1	4	12
		Rehab 1	1	3
		Relief Personnel[g]		34
2 – Ferguson	Career	Engine 2	4	12
		Battalion 1	1	3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6	4	12
		Battalion 2	1	3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8	4	12
		Ladder 8	4	12
9 – Shandon	Career	Engine 9	4	12
		Ladder 9	4	12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12	4	12
		Battalion 5	1	3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			**62**	**220**

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

[g] Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the fire department staffing ratio (factor).

[h] Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland county and the City of Columbia.

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of two (2) individuals to the Bicycle Pedestrian Advisory Committee.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** BPAC Memo 11092017 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: November 9, 2017

SUBJECT: Bicycle Pedestrian Advisory Committee

Purpose: The purpose of the BPAC is to advise the City of Columbia Transportation Planning staff, City Council Members, the Mayor and community organizations and partners on bicycling and pedestrian issues facing the city and to work toward the development of a bicycle/pedestrian master plan; represent community and constituent interests in transportation planning decisions; and provide feedback to staff on projects relating to walking and bicycling. City of Columbia staff will consider recommendations from the BPAC along with input from other members of the public during decision making.

Composition: This committee is comprised of fifteen (15) members - three (3) appointed by the Mayor and two (2) appointed by each council member. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint two (2) appointees.

Current District Representation is:

District 1 – 1
District 2 – 3
District 3 – 6
District 4 – 1
Not in City Limits – 2

- District Representation of Applicants is:

  District 1 – 2
  District 2 – 0
  District 3 – 3
  District 4 – 1
  Not in City Limits –1

Applications on File

District 1
David King
305 Laurel Hill Lane
Columbia, SC 29201

Reporting Officer
SC Retirement Systems
Investment Commission

Chrys Zouras
3201 Gadsden Street
Columbia, SC 29201

President, Co-Owner/Operator
Midlands Motorworks

District 3
Walvoord Everman
3211 Cannon Street
Columbia, SC 29205

Design Architect
Blue Cross Blue Shield

Brittney Fleenor
1204 Woodrow Street
Columbia, SC 29205

Program Manager Analyst
Pricewaterhouse Coopers

Scott Nuelken
507 S Gregg Street
Columbia, SC 29205

Studio Manager
Brian Dressler Photography

District 4
Robert Weaver
759 Kiipling Drive
Columbia, SC 29205

Professor
University of South Carolina

Outside City Limits
Rip Sanders
6181 Eastshore Road
Columbia, SC 29206

Lawyer
Bernstein & Bernstein Law Firm

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
Keith Gosselin 2711 Blossom Street Columbia, SC 29205 **District 3** Sr. IT Project Manager AgFirst Farm Credit Bank **Mayor**	09/03/2013 02/16/2016	09/01/2013 09/03/2015	09/30/2015 09/30/2018
VACANT **District 3** **Mayor**			
Scott Thorpe 643 Byron Road Columbia, SC 29209 **District 3** Clinical Operations Director DHEC **Mayor**	10/18/2016	10/19/2016	10/31/2019

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
Bethany Bell 528 Avondale Drive Columbia, SC 29203 **District 1** Associate Professor University of South Carolina	02/16/2016	03/01/2016	03/30/2019
Brian Faulkner 4501 Bentley Drive Apt. 822 Columbia, SC 29210 **District 2** Airport Planner WK Dickson & Co., Inc.	10/18/2016	10/19/2016	10/31/2019
Julie Hartwell 913 Oak Street Columbia, SC 29205 **District 2** Educator AEM	01/19/2016	02/01/2016	02/28/2019
Jane Downey 111 Edward Court Columbia, SC 29205 **District 3** Attorney Moore Taylor Law Firm	12/01/2015	12/2015	12/2018
Debra Bloom 1043 Elm Avenue Columbia, SC 29205 **District 3** Family History Manager Richland County Public Library	12/01/2015	12/2015	12/2018

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
Ernest Grigg 15 Governor's Hill Columbia, SC 29201 **District 2** Public Relations Instructor USC School of Journalism	10/18/2016	10/19/2016	10/31/2019
Christina Galardi 605 Knollwood Drive Columbia, SC 29209 **Outside City Limits** **At-Large (Devine)**	10/18/2016	10/19/2016	10/31/2019
Eugene (Gene) Bell 3420 Lyles Street Columbia, SC 29201 (803) 233-6965 **District 1** Architect Watson Tate Savory 1316 Washington Street Columbia, SC 29201 (803) 799-5181 gbell@watsontatesavory.com **At-Large (Devine)**	09/03/2013 10/18/2016	09/01/2013 10/19/2016	09/30/2016 10/31/2019
Fritz Peter Hamer - REAPPOINT 1319 Gladden Street Columbia, SC 29205 **District 3** Historian S. Caroliana Library **At-Large (Duvall)**	12/01/2015	12/2015	12/2017

CURRENT MEMBERS	DATE APPOINTED	START	EXPIRES
John Green 1005 Enclave Way Columbia, SC 29223 **District 4**	02/16/2016	02/16/2016	03/30/2019
Owner Cycle Center **At-Large (Duvall)**			

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of one (1) individual to the Citizens Advisory Committee for Community Development.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** CAC Memo 11092017 (PDF)

We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Chanique J. Belton, Office of the City Manager

DATE: November 9, 2017

SUBJECT: Citizens Advisory Committee for Community Development

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Purpose: The purpose of the Citizens Advisory Committee is to make important recommendations for the use of Community Development Block Grant (CDBG), Housing Opportunities for Persons with Aids (HOPWA). They advise the Mayor and Council on the needs of neighborhoods; reviews amendments; and make appropriate comments on policies.

Composition: This committee has seven (7) members with each Councilmember appointing one (1) representative. Appointees serve a four (4) year term with eligibility for one (1) reappointment.

Action: Council is asked to approve one (1) appointment.

District Representation:

District 1 – 1
District 2 – 2
District 3 – 2
District 4 – 1

APPLICANTS

David Alderman
2431 Sutton Street
Columbia, SC 29201
District 1

Banker/Branch Banker
Capital Bank

Kirk Foster
1319 Geiger Ave
Columbia, SC 29201
District 1

Associate Professor
USC College of Social Work

S. Tre' Tailor
13147 Heidt Street
Columbia, SC 29204
District 2

Broadcaster
Glory Communications/Tailor Made Productions

Wanda Cannon
105 Rosewood Hills Drive
Columbia, SC 29205
District 3

Retired

William Riley
656 Village Market Drive
Chapin, SC 29036
Outside City Limits

Human Resources Safety Analyst
Complete Employee Services

CURRENT MEMBERS

	APPOINTED	STARTS	ENDS
David Gregory Jackson		03/29/2011	03/29/2015
2519 Gordon Street Columbia, SC 29204 **District 2**	03/17/2015	03/29/2015	03/31/2019
Mayor			
Patricia Brown 17 N. Haven Court Columbia, SC 29203 **District 1**	03/04/2014	04/01/2014	04/30/2018
VACANT **District 2**			

	APPOINTED	STARTS	ENDS
Walter Marks 1605 Heyward Street Columbia, SC 29205 Senior Sales R.R. Donnelley **District 3**	04/21/2015	05/01/2015	05/30/2019
Tige A Watts 1314 Cedar Terrace Columbia, SC 29209 **District 4**	 03/17/2015	03/29/2011 03/29/2015	03/29/2015 03/31/2019
Marvin Heller 1213 McDuffie Avenue Columbia, SC 29204 Job Estimator Unlimited Construction Services (803) 457-1308 **At-Large (Devine)**	06/07/2016	07/01/2016	6/30/2020
Ursula Pallares 407 S. Ravenel St. Columbia, SC 29205 **District 3** Self Employed **At-Large (Duvall)**	06/26/2012 08/16/2016	07/01/2012 07/01/2016	07/01/2016 07/01/2020

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Clerk**

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

SUBJECT: **Clean Energy Subcommittee - The Honorable Daniel J. Rickenmann**

FINANCIAL IMPACT:

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

Council is asked to approve the appointment of individuals to the Clean Energy Subcommittee to discuss options to get us closer to 100% clean energy.

Mayor Stephen K. Benjamin
Councilman Daniel J. Rickenmann
Clint Shealy, Assistant City Manager for Columbia Water
David Knoche, General Services Director
Mary Pat Baldauf, Sustainability Facilitator

We Are Columbia

MEETING DATE: **November 21, 2017**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the appointment of five (5) individuals to the Parks and Recreation Foundation Board.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** PRF Memo 11092017 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: November 9, 2017

SUBJECT: Parks and Recreation Foundation

Purpose: The purpose of this foundation is to enhance the leisure service opportunities in the City of Columbia by improving the scope and quality of educational and human development programs. It encourages, recruits, receives, and administers gifts, devises, and donations by deed, will or otherwise, for the advancement of the City of Columbia Parks & Recreation Department.

Composition: This foundation is comprised of fifteen (15) to twenty-five (25) members. City Council appoints seven (7) of those members. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint five (5) individual to the Parks and Recreation Foundation.

District Representation:

District 1 – 3
District 2 – 2
District 3 – 4
District 4 – 2
Outside City Limits – 2

District Representation of Applicants:

There are eight **(8)** applications for consideration.

District 1 – 0
District 2 – 0
District 3 – 3
District 4 – 1
Outside City Limits – 4

APPLICANTS

Gretchen Barron
31 Gorebridge Court
Blythewood, SC 29016
Outside City Limits

Director (Owner)
Barron Academy

Camia Gay
751 Jacobs Mill Pond Road
Apt. 728
Elgin, SC 29045
District 4

Maisie Osteen
1531 Fairview Drive
Columbia, SC 29205
District 3

Lawyer; Assistant Public Defender
Richland County Public Defender's Office

Peggy Simons
405 Eastfair Drive
Columbia, SC 29209
District 3

Program Coordinator
SC Commission on Higher Education

William Riley
656 Village Market Drive
Columbia, SC 29036
Outside City Limits

Human Resources/Safety Analyst
Complete Employee Services

Carol Lee
3120 Barnes Springs Road
Columbia, SC 29204
Outside City Limits

Procurement Specialist II
Richland County School District One

Joshua Shelton
1113 Fairview Drive
Columbia, SC 29205
District 3

Finance-Financial Management Officer
U.S. Army

Shelia Washington
432 Twin Eagles Drive
Columbia, SC 29203
Outside City Limits

Administrative Assistant
Richland County School District One

CURRENT MEMBERS	APPOINTED	EXPIRES
Shawn Eubanks -VACANT **District 1**	11/06/2014	11/06/2017
Perrin Brunson **District 1** *Second Term	11/17/2015	12/31/2018
Virginia Bedford **District 1**	03/13/2012 04/01/2015	03/13/2015 04/01/2018
Thomas "Tige" Howie III -VACANT **District 3**	11/06/2014	11/06/2017
Robert Flagler -VACANT **District 3**	11/06/2014	11/06/2017
Mary Kessler -VACANT **District 3**	09/09/2014	09/09/2017

CURRENT MEMBERS	APPOINTED	EXPIRES
Mary-Elisabeth Grigg **District 2** **Second Term*	12/06/2016	12/01/2019
Sue Erwin Harper **District 4**	12/06/2016	12/01/2019
Derek Raper -VACANT **District 4**	09/09/2014	09/09/2017
Justin Waites **District 3**	12/06/2016	12/01/2019
Aimee Edwards **District 2**	12/06/2016	12/01/2019
Keith Terry **Outside City Limits**	12/06/2016	12/01/2019
Maudra Brown **Outside City Limits**	12/06/2016	12/01/2019
Fred Monk **District 1**	09/01/2017	09/01/2020